

FOR REGISTRATION J DAVID GRANBERRY
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2011 OCT 21 12:43:52 PM
BK 26823 PG:61-72 FEE:\$26.00

INSTRUMENT # 2011118694

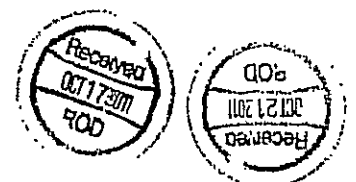


Prepared By and Return To:
Shannon P. O'Donnell, General Counsel
c/o American Asset Corporation
3700 Arco Corporate Drive
Suite 350
Charlotte, NC 28273

**FIRST AMENDMENT TO
DECLARATION
OF
COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WHITEHALL**

Charlotte, Mecklenburg County
North Carolina

September 22, 2011



**FIRST AMENDMENT OF
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WHITEHALL**

THIS FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHITEHALL (the "Amendment") is made this 22 day of September, 2011, by **WHITEHALL CORPORATE CENTER DEVELOPMENT LIMITED PARTNERSHIP**, a North Carolina limited partnership ("Whitehall"); **GALP, LLC**; and **WHITEHALL DEVELOPMENT LLLP**, a North Carolina limited liability limited partnership (the "Declarant"), for the purpose of consenting to the terms of this Amendment.

WITNESSETH:

A. The parties hereto are members of Whitehall Master Association, Inc. a North Carolina non-profit corporation (the "Association") pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Whitehall recorded in Book 8213 at page 354 of the Mecklenburg Public Registry (as may be amended and supplemented from time to time, the "Declaration"). Terms spelled with initial capital letters in this Amendment shall have the meanings given in the Declaration unless otherwise defined herein.

B. The Declaration imposes certain setback requirements on the Property which are no longer consistent with the current zoning of portions of the Property.

C. The parties hereto agree to amend the Declaration to make such setback requirements consistent with current zoning, as set forth herein, pursuant to Article IX, Section 3 of the Declaration. The parties hereto hold greater than fifty-one percent (51%) of the total votes pursuant to Article III of the Declaration and the Declarant joins in the execution hereof to evidence its consent hereto.

NOW THEREFORE, pursuant to the terms of the Declaration, the parties hereto do hereby supplement and amend the Declaration as follows:

1. Article I - Definitions. Section 5 of Article I shall be deleted in its entirety and the following shall be substituted in lieu thereof:

"Section 5. "Master Association Landscape and Easement Areas" shall be (a) areas within twenty feet (20') of the margin of public rights-of-way along Arrowood Road and Tryon Street; and (b) medians located within the rights-of-way of Arrowood Road and Tryon Street."

2. Article VII - Uses and Construction of Improvements.

A. The first sentence of Section 5 of Article VII shall be deleted in its entirety and the following shall be substituted in lieu thereof:

"No building or other structure above ground shall be constructed or erected in the building setback areas on any Lot established by the then-current zoning documentation applicable to such Lot."



B. Section 7(d) of Articles VII shall be deleted in its entirety and the following shall be substituted in lieu thereof:

“No buildings, roads or parking are permitted within those areas not approved for construction along the shorelines of Johnston Lake and Moody Lake by the then-current zoning documentation or governmental regulations.”

3. Except as *modified and amended* by this Amendment, all terms and conditions of the Declaration shall remain in full force and effect.

(Remainder of Page Left Intentionally Blank. Signatures on Next Page.)

IN WITNESS WHEREOF, the Owners have caused this Amendment to be executed effective as of the day and year first above written.

WHITEHALL CORPORATE CENTER DEVELOPMENT LIMITED PARTNERSHIP, a North Carolina limited partnership

By: AAC-Whitehall Corporate Center GP Limited Partnership,
its general partner

By: AAC Whitehall Corporate Center, Inc.,
its general partner

By: *Paul L. Herndon*
Name: Paul L. Herndon
Title: Vice President

STATE OF NORTH CAROLINA

COUNTY OF Gaston

I certify that the following person(s) personally appeared before me this day, and I have personal knowledge of the identity of the principal(s).

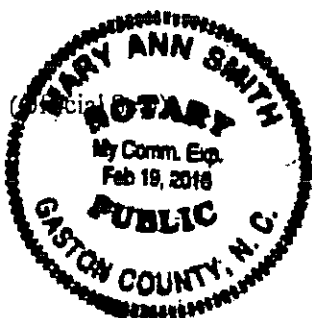
Each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Vice President of AAC Whitehall Corporate Center, Inc., the sole general partner of AAC-Whitehall Corporate Center GP Limited Partnership, the sole general partner of Whitehall Corporate Center Development Limited Partnership

Paul L. Herndon
[Name(s) of principal(s)]

Date: 9/14, 2011

Mary Ann Smith
Notary Public
Printed Name Mary Ann Smith
My commission expires: 2/19/2016



GALP, LLC, a North Carolina limited liability company

By: GALP, LLC
its sole manager

By: [Signature]
Name: Jeffrey Yager
Title: Manager

STATE OF ^{South} NORTH CAROLINA

COUNTY OF York

I certify that the following person(s) personally appeared before me this day, and I have personal knowledge of the identity of the principal(s).

Each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Manager of GALP, LLC, a North Carolina limited liability company.

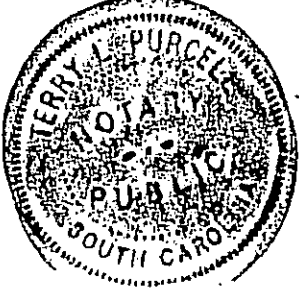
Jeffrey Yager
[Name(s) of principal(s)]

Date: September 1, 2011

[Signature]
Notary Public
Printed Name Terry L Purcell

My commission expires: March 20, 2016

(Official Seal)



YFP, LLC, a South Carolina limited liability company

By: YFP, LLC
its sole manager

By: *Rick Yager*
Name: Rick Yager
Title: Manager

South
STATE OF NORTH CAROLINA

COUNTY OF *YOEK*

I certify that the following person(s) personally appeared before me this day, and I have personal knowledge of the identity of the principal(s).

Each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Manager of YFP, LLC, a South Carolina limited liability company.

Rick Yager
[Name(s) of principal(s)]

Date: *September 1*, 2011

Terry L Purcell
Notary Public
Printed Name *Terry L Purcell*

(Official Seal)

My commission expires: *March 20, 2016*



YFP Development, LLC, a South Carolina limited liability company

By: YFP Development, LLC
its sole manager

By: *Rick Yager*
Name: Rick Yager
Title: Manager

South
STATE OF ~~NORTH~~ CAROLINA

COUNTY OF *YORK*

I certify that the following person(s) personally appeared before me this day, and I have personal knowledge of the identity of the principal(s).

Each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Manager of YFP Development, LLC, a South Carolina limited liability company.

Rick Yager
[Name(s) of principal(s)]

Date: *September 1*, 2011

Terry L Purcell
Notary Public
Printed Name *Terry L Purcell*

(Official Seal)

My commission expires: *March 20, 2016*



IN WITNESS WHEREOF, the undersigned, as an Owner and the Declarant have caused this Amendment to be executed effective as of the day and year first above written.

WHITEHALL DEVELOPMENT LLLP,
a North Carolina Limited Liability Limited
Partnership

By: CPEH II, LLC, its General Partner

By: Crosland Interests, LLC, its Manager

By: *James E. Merrifield*
James E. Merrifield, Vice President

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I certify that the following person(s) personally appeared before me this day, and I have personal knowledge of the identity of the principal(s).

Each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Vice President of Crosland Interest, LLC, the manager of CPEH II, LLC, the general partner of Whitehall Development LLP, a North Carolina limited liability partnership

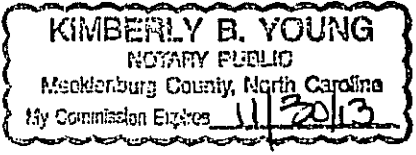
James R. Merrifield
[Name(s) of principal(s)]

Date: September 16 2011

Kimberly B Young
Notary Public
Printed Name Kimberly B Young

(Official Seal)

My commission expires: 11/20/13



CONSENT AND SUBORDINATION OF DEED OF TRUST

Fifth Third Bank, being the Bank under (a) that certain Deed of Trust and Security Agreement and Substitution of Trustee from Whitehall Corporate Center Development Limited Partnership (formally known as Moody Lake Office Park Development Limited Partnership) ("Borrower"), to Theresa Dorn, Ethel Milliken or Dana Manfredi, as Trustee, recorded in the Office of Mecklenburg County, North Carolina, on January 28, 2011, in Book 26254, Page 525 and that certain Deed of Trust and Security Agreement and Substitution of Trustee from Whitehall Corporate Center Development Limited Partnership (formally known as Moody Lake Office Park Development Limited Partnership) ("Borrower") to Theresa Dorn, Ethel Milliken or Dana Manfredi, as Trustee, recorded in the Office of Mecklenburg County, North Carolina, on January 28, 2011, in Book 26254, Page 518 (jointly, the "Deed of Trust"), does hereby consent to the recordation of the foregoing First Amendment to Declaration of, Covenants, Conditions and Restrictions for Whitehall (the "Declaration") and to the terms and provisions thereof; and Beneficiary does hereby consent to the subordination of the lien of the Deed of Trust to the provisions of the Declaration. The execution of this Consent and Subordination of Deed of Trust by Beneficiary shall not be deemed or construed to have the effect of creating between Borrower and Beneficiary the relationship of partnership or of joint venture nor shall anything contained hereunder be deemed to impose upon Beneficiary any of the liabilities, duties or obligations of Borrower under the Declaration. Beneficiary executes this Consent and Subordination of Deed of Trust solely for the purposes set forth herein. The said Trustee under the Deed of Trust also joins in and executes this Consent and Subordination as Trustee of said Deed of Trust for the said purposes hereinabove set forth.

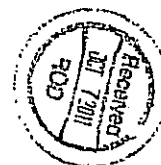
BANK:

FIFTH THIRD BANK

By: Joyce Horner
Name: Joyce Horner
Title: VICE PRESIDENT

TRUSTEE:

By: Dana Manfredi
Name: Dana Manfredi
Title: Assistant Vice President



STATE OF OHIO

COUNTY OF HAMILTON

I certify that the following person(s) personally appeared before me this day, and
(check one of the following)

I have personal knowledge of the identity of the principal(s); or
I have seen satisfactory evidence of the principal's identity, by a current state or federal
identification with the principal's photograph in the form of: (check one of
the following)

_____ a driver's license, or
_____ in the form of _____; or
_____ a credible witness (i) personally known to me, (iii) unaffected by this instrument and the
transaction to which it relates and (iii) who personally knows such principal(s), has sworn
to the identity of the principal(s);

Each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose
stated therein and in the capacity indicated:

VICE PRESIDENT of FIFTH THIRD BANK
[title]

JOYCE HORNER
[Name(s) of principal(s)]

Date: SEPTEMBER 30 2011

Donna M Betsch
Notary Public
Printed Name _____

(Official Seal)

My commission expires: _____



DONNA M. BETSCH
Notary Public, State of Ohio
My Commission Expires
December 12, 2014

STATE OF OHIO

COUNTY OF HAMILTON

I certify that the following person(s) personally appeared before me this day, and
(check one of the following)

I have personal knowledge of the identity of the principal(s); or
I have seen satisfactory evidence of the principal's identity, by a current state or federal
identification with the principal's photograph in the form of: (check one of
the following)

_____ a driver's license, or
_____ in the form of _____; or

_____ a credible witness (i) personally known to me, (ii) unaffected by this instrument and the
transaction to which it relates and (iii) who personally knows such principal(s), has sworn
to the identity of the principal(s);

Each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose
stated therein and in the capacity indicated:

ASST VICE PRESIDENT of FIFTH THIRD BANK
[title]

DANA MANFREDI
[Name(s) of principal(s)]

Date: SEPT 30, 2011

Donna M Betsch
Notary Public
Printed Name _____

(Official Seal)

My commission expires: _____



DONNA M. BETSCH
Notary Public, State of Ohio
My Commission Expires
December 12, 2014



J. DAVID GRANBERRY
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 10/21/2011 12:43:52 PM
Book: RE 26823 Page: 61-72
Document No.: 2011118694
RESTR 12 PGS \$26.00
Recorder: LYVANH PHETSARATH



2011118694