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 Fee Amt: \$62.00 Page 1 of 17
 Instr# 200500015096
 Gaston, NC
 Susan S. Lockridge Register of Deeds
 BK **4163** PG **708-724**

STATE OF NORTH CAROLINA
 COUNTY OF GASTON

**DECLARATION OF RIGHTS,
 RESTRICTIONS AND EASEMENTS**

THIS DECLARATION OF RIGHTS, RESTRICTIONS AND EASEMENTS is made and entered into as of this 28th day of September, 2005, by **HUDSON CORNERS, LLC** (hereinafter referred to as "**Declarant**"), a North Carolina limited liability company.

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of title to the real property located in the City of Gastonia, Gaston County, North Carolina, and more particularly described in the deed recorded in Book 4088, Page 1217 of the Gaston County Public Registry, which is further shown as Lots 1, 2, 3 and 4 on the plat entitled "Subdivision Plat for Hudson Corners, LLC," which is to be recorded in the Gaston County Public Registry (the "Plat"), which Plat is attached as Exhibit A attached hereto and by this reference made a part hereof (the "Entire Premises");

WHEREAS, Declarant is developing the portion of the Entire Premises more particularly described as Lot 1 on the Plat (the "Shopping Center Tract") and shown on the plot plan attached hereto as Exhibit B (the "Plot Plan") by erecting thereon store buildings and other improvements (the "Shopping Center Improvements");

WHEREAS, the Shopping Center Tract may be hereafter divided in compliance with all applicable ordinances into the Food Lion area in the west thereof and the portion to the east of the eastern parking lot (the "East Portion"), but until the East Portion has been established by the recording of a plat thereof in the Public Records of Gaston County, the East Portion is merely a part of the Shopping Center Tract;

WHEREAS, the East Portion has or shall have a water detention pond located thereon (the "Detention Pond");

WHEREAS, Declarant has entered into a Lease (the "Food Lion Lease") dated December 16, 2004 with Food Lion, LLC ("Food Lion") regarding the Shopping Center Tract, which Lease contains certain covenants, conditions and restrictions affecting the Entire Premises for so long as the Food Lion Lease is in effect. A Memorandum of Lease (the "Food Lion

Drawn By and Mail After Recording To:
 William N. Harris, Esq.
 Kennedy Covington
 Hearst Tower, 214 N. Tryon St., Suite 4700, 47th Floor
 Charlotte, NC 28202

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RECORDING FEE 162.00

Memorandum of Lease”) relating to the Food Lion Lease is recorded in Book 4105, Page 373 of the Gaston County Public Registry;

WHEREAS, Declarant intends ultimately to develop, or sell and cause to be developed, Lots 2, 3 and 4 on the Plat (the “Outparcels”) for uses compatible to the uses of the Shopping Center Improvements so that the Entire Premises will constitute an integrated complex;

WHEREAS, each Outparcel and the East Portion, from and after the commencement of development thereon, is to pay, as its equitable share (the “Prorata Share”), ten percent (10%) of the Sign Costs, the Access Costs and the Detention Pond Costs (all as defined below); and

WHEREAS, it is desirable in the operation of the complex to be developed on the Entire Premises to provide for certain reciprocal rights, easements and restrictions affecting the Entire Premises as set forth in this Declaration of Rights, Restrictions and Easements (the “Declaration”).

NOW, THEREFORE, for and in consideration of the mutual covenants existing or hereafter to exist between Declarant and the grantees or ground lessees (“Owners”) of any portion of the Entire Premises (a “Parcel”), Declarant hereby imposes and places the following restrictions and easements upon the Entire Premises, reserving unto itself and such future owners certain rights and privileges, all as more particularly set forth in this Declaration:

1. Easement over Common Access Facilities on Shopping Center Tract. Each Owner of a Parcel and its tenants, sub-tenants, concessionaires and licensees, and each of its and their respective officers, employees, agents, customers and invitees, is granted the nonexclusive right, privilege and easement appurtenant to such Owner’s Parcel to use all of the vehicular roadways, entrances and exits, and sidewalks (“Common Access Facilities”), as shown on the Plot Plan and located on the Shopping Center Tract for the purpose for which such Common Access Facilities are designed, without payment of any fee or other charge being made therefor, except as otherwise set forth herein, subject to the right of any Owner to relocate any such Common Access Facilities located on its Parcel from time to time, all subject to Section 3 below; provided, however, that no changes shall be made in the Common Access Facilities that deprive any Parcel from access to and from each entrance of the Entire Premises as shown on the Plot Plan. Nothing in this Section 1 shall be deemed to create any cross-parking easement between Parcels for the parking of automobiles or other vehicles. The roadway along the eastern line of Lot 4 is included as part of the Common Access Facilities, and the costs of any maintenance thereof shall be a part of the Road Costs.

2. Parking Standard. Each Parcel must contain a sufficient number of parking spaces within its boundaries so that the parking ratio for each such Parcel shall in no event be less than that required by applicable zoning and other governmental requirements. No Outparcel shall be granted cross parking or reciprocal parking rights with respect to the Shopping Center Tract. In addition to the East Portion having, as an appurtenance, the right to use the Common Access Facilities, the East Portion may, so long as the same does not breach the Food Lion Lease, be hereafter granted cross parking or reciprocal parking rights in the parking areas shown on the Plot Plan and within the Shopping Center Tract.

3. No Barriers. Except as hereinafter provided in this Section 3, no barriers, fences, or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic between those portions of the Shopping Center Tract from time to time devoted to pedestrian and/or vehicular access, and the balance of the Entire Premises, or in any manner restrict or interfere with the full and complete use and enjoyment of the rights and easements granted in Section 1. Notwithstanding the foregoing, each Owner may close or block traffic on its Parcel for the time necessary to prevent loss of ownership rights as the result of adverse possession, and may temporarily fence off portions of its Parcel as reasonably required for repair, construction and reconstruction of improvements on its Parcel.

4. Utility Easements. Each Owner of a Parcel is hereby granted a nonexclusive right, privilege and easement appurtenant to its Parcel over and across the remainder of the Entire Premises for the purpose of installation, maintenance, repair and use of underground utilities (including, but not limited to, storm sewers and irrigation systems) serving such Parcel; provided, however, that such utilities shall not be located under the existing or proposed location of the Shopping Center Improvements shown on the Plot Plan, or under any existing building on the Entire Premises. The Owner installing underground utilities pursuant to this Section 4 shall be responsible for the cost and expense of such installation, including without limitation, tap fees to the appropriate municipality or municipal agency. If, pursuant to the terms hereof, any Owner installs underground utilities across the Parcel of a second Owner, the installing owner shall: (i) relocate that utility at its expense if such relocation is required as a result of construction by the Owner of the Parcel across which the utility is installed; (ii) maintain or cause to be maintained any such utilities; (iii) repair at its expense any damage to improvements or landscaping caused by such installation and maintenance; and (iv) perform such installation and maintenance in a manner so as to minimize any disruption of business on the Parcel on which the utility is located.

5. Sign Easement. The Owner of the Shopping Center Tract is hereby granted a perpetual nonexclusive easement over the areas marked as "Sign Area A," located on Lot 2, and "Sign Area B," located on Lot 4 as shown on the Plot Plan (singularly, a "Sign Easement Area" and collectively, "Sign Easement Areas"). The Owner of the Shopping Center Tract shall have such easement for the purpose of maintaining, operating, illuminating, repairing or replacing the sign as described on Exhibit C in each of the Sign Easement Areas in compliance with the sign control ordinances of the City of Gastonia or Gaston County, North Carolina. The Owner of the Shopping Center Tract shall not exercise its rights over the Sign Easement Areas in a manner that is contrary to the easement established hereby and which has any materially adverse effect on the operation of the business conducted on an Outparcel on which a Sign Easement Area is located. The Owner of the Shopping Center Tract shall maintain any signs and all related improvements installed within the Sign Easement Areas in good condition and repair. All electrical lines supplying power to such signage (if any) shall be underground. All construction, installation and maintenance within a Sign Easement Area, including the installation of new signs, shall be performed in compliance with all applicable laws, regulations and ordinances, including appropriate sign control ordinances of the City of Gastonia or Gaston County, North Carolina, and at the expense of the Owner of the Shopping Center Tract. Upon completion of such work, the Owner of the Shopping Center Tract shall repair or restore any damage resulting therefrom to the other portions of the Outparcel located outside the Sign Easement Areas. All signs in the Sign Easement Areas are under the sole control of the Owner of the Shopping Center Tract, and each Outparcel Owner and the Owner of the East Portion which has any occupant

with a sign in a Sign Easement Area shall pay the Prorata Share of all operating, repair, replacement and maintenance costs of the signs (the "Sign Costs") to the Shopping Center Owner. The Shopping Center Tract Owner shall have the invoicing and collection rights against such obligees as provided in Section 9 below against Responsible Owners.

The Owner of the Shopping Center Tract shall indemnify, defend and hold harmless each Owner of an Outparcel on which a Sign Easement Area is located, from and against any and all claims, damages, losses and expenses of any kind (including without limitation court costs and reasonable attorney's fees) which may arise directly out of such Owner exercising its rights in the Sign Easement Area. The Owner of the Shopping Center Tract shall promptly discharge (within thirty (30) days after receipt of notice of filing) any and all liens filed against an Outparcel on which a Sign Easement Area is located, as a result of or relating to any construction or maintenance undertaken by or on behalf of the Owner of the Shopping Center Tract on such Sign Easement Area.

The Owner of each of Outparcels 2, 3 and 4 is hereby granted the right, subject to the reasonable direction and control of the Owner of the Shopping Center Tract, to locate a double sided sign panel on the shopping center sign constructed by the Owner of the Shopping Center Tract on the Shopping Center Tract identifying the business operated on each Outparcel in the relative size and location indicated on the sign rendering attached as Exhibit C hereto and incorporated herein by reference. So long as the same is in compliance with all applicable ordinances and does not reduce the size of any Shopping Center occupant's sign or the location of the existing signage on the pylon (Food Lion to have the top position), the East Portion Owner may, at its expense, place additional signboards on the pylon. All Owners of each of Outparcels 2, 3 and 4 and the East Portion or those claiming through them who locate any sign panels with the Sign Easement Areas shall pay the Prorata Share of the Sign Costs, with the Owner of the Shopping Center Tract having the right of enforcement set forth in Section 9 below.

6. Outparcel Development. Any improvements to be located on an Outparcel or on the East Portion shall be architecturally compatible with the Shopping Center Improvements, to the extent required by the Food Lion Lease.

7. Outparcel Building Height Restriction. For so long as the Food Lion Lease is in effect, no building shall be constructed on any Outparcel or the East Portion that exceeds twenty-five feet (25') in height.

8. The Detention Pond. The Detention Pond shall be kept, by the Owner of the East Portion, in proper order and maintenance to accept storm water from the Entire Parcel. It shall be properly constructed by Declarant in compliance with all applicable laws and ordinances. Each Outparcel Owner, from and after the commencement of development on its Outparcel, shall pay to the East Portion Owner its Prorata Share of the cost to repair, operate insure and maintain the same (the "Detention Costs"). The Owner of the East Portion may invoice all such Owners in the same manner and with the same rights of enforcement as against Responsible Owners set forth in Section 9 below.

9. Maintenance Standard. Each Outparcel shall be reasonably and properly maintained by the Owner of the Outparcel and shall be kept reasonably free of weeds, debris,

trash and underbrush. After development of each Outparcel, the Owner of that Outparcel shall maintain or cause to be maintained its Outparcel and any improvements located thereon in reasonably good order and condition, which obligation shall include, but shall not be limited to, the following specific items of maintenance and upkeep:

- (a) Keeping and maintaining the exterior of all buildings and all sidewalks, walkways, roadways and paved parking surfaces in a good, safe, clean and sightly condition;
- (b) Removing promptly, to the extent reasonably practicable, snow, ice, surface water and debris;
- (c) Keeping all directional signs, pavement signs and striping in the common areas distinct and legible;
- (d) Repairing, replacing and renewing common area lighting, fixtures, and bulbs, tubes and ballasts therefor as may be necessary;
- (e) Caring for and replanting all landscaped and planted areas so as to not allow dead or unsightly plants to remain within its Parcel;
- (f) Repairing any damage or breakage to improvements located beneath the pavement on its Outparcel and serving solely that Outparcel; and
- (g) Keeping its Outparcel clean, orderly, sanitary and free from objectionable odors and from termites, insects, vermin and other pests.

If the Owner of any Outparcel fails to maintain or cause to be maintained its Outparcel in good order and condition as set forth above (excluding all improvements located within the Sign Easement Areas on Lots 2 and 4, which shall be maintained by the Owner of the Shopping Center Tract as provided in Section 5), and such failure continues for a period of thirty (30) days after that Owner (the "Responsible Owner") has been given written notice specifying the nature of the failure (provided, however, that no notice shall be required in an emergency), then the Owner of the Shopping Center Tract shall have the right to go on that Outparcel to perform any necessary maintenance or repairs at the expense of the Responsible Owner. If the Owner of the Shopping Center Tract performs maintenance or repairs on any Outparcel under this Section 8, the Responsible Owner shall be deemed to have contracted with the Owner of the Shopping Center Tract for that work, and the Owner of the Shopping Center Tract shall be entitled to file and enforce a mechanic's lien against the interest of the Responsible Owner in its Outparcel for the reasonable cost of that work, and to recover the reasonable cost of that work in an action at law against the Responsible Owner, all in accordance with the applicable mechanics lien laws of the State of North Carolina.

The Owner of the Shopping Center Tract shall keep the Access Roads (as defined below) in reasonably good condition, maintenance and repair and the costs of the same are the "Road Costs". Each Outparcel Owner, from and after the commencement of development on its Outparcel, and the Owner of the East Portion shall pay its Prorata Share thereof to the Owner of

the Shopping Center Tract; and the Owner of the Shopping Center Tract shall have all rights and remedies provided against a Responsible Owner above.

If the Owner of the Shopping Center Tract fails to reasonably maintain or cause to be reasonably maintained in good order and condition any roadways located on the Shopping Center Tract which provide direct access (the Access Roads") between any Outparcel and Lynhaven Drive Extension and/or Hudson Boulevard, and such failure continues for a period of thirty (30) days after that Owner has been given written notice by the Owner of an Outparcel specifying such failure to maintain, then the Outparcel Owner giving such notice shall have the right to go on the roadways of the Shopping Center Tract as applicable, to perform any necessary maintenance or repairs at the expense of the Owner of the Shopping Center Tract. If the Owner of an Outparcel performs such maintenance or repairs pursuant to this Section 8, the Owner of the Shopping Center Tract shall be deemed to have contracted with the Owner of such Outparcel for that work, and the Owner of such Outparcel shall be entitled to file and enforce a mechanic's lien against the Shopping Center Tract for the reasonable cost of that work, and to recover the reasonable cost of that work in an action at law against the Owner of the Shopping Center Tract, all in accordance with the applicable mechanics lien laws of the State of North Carolina. Notwithstanding anything to the contrary herein, if any Access Road is damaged by the work or use thereof by an Outparcel Owner or by anyone constructing anything on an Outparcel, the said Outparcel's Owner is solely liable to promptly repair or replace the damaged portion at such Owner's sole expense, as a Responsible Owner. Any Outparcel Owner failing to so repair or replace within thirty (30) days of written notice shall be a Responsible Owner to the Owner of the Shopping Center Tract, which shall have the rights and remedies set forth above.

10. General Standards. Each Owner shall comply with, and require its tenants and subtenants to comply with, Declarant's reasonable requirements with reference to sanitation, handling of trash and debris, loading and unloading of trucks and other vehicles, safety and security against fire, theft, vandalism, personal injury and other hazards. In particular, each Owner shall have the following obligations:

- (a) To store all trash and garbage in adequate containers within its Parcel, maintained in a clean and neat condition, and located and screened as approved in writing by Declarant so as not to be visible to the public and so as not to create any health or fire hazard, and to arrange for regular removal of all trash and garbage at Owner's expense.
- (b) Not to burn any papers, trash or garbage of any kind in or about its Parcel.
- (c) Not to distribute any handbills or other advertising matter on or about any part of the Entire Premises outside its Parcel.
- (d) Not to install in or about the Entire Premises any exterior amplification or similar devices and/or not to use in, on or about the Entire Premises any advertising medium which may be heard or experienced outside the Entire Premises, such as flashing lights, searchlights, loudspeakers, phonographs, television or radio broadcasts.
- (e) To locate all television antennas, satellite dishes and any other mechanical equipment in such a fashion so as not to be visible to the public.

11. Casualty Damage. Except as may be otherwise provided in the Food Lion Lease, if any building or other improvement located on the Entire Premises is damaged or destroyed by fire or other casualty, then the Owner of the Parcel on which the building is (or was) located shall have the option to elect within sixty (60) days of that damage or destruction to rebuild, or not to rebuild, by written notice to Declarant. If such Owner fails to make an election within the sixty (60) day period, the Owner will be deemed to have elected to rebuild. If that Owner elects not to repair or restore the damage, the Owner shall within sixty (60) days of such election demolish the destroyed or damaged building or improvement, clean up any and all rubbish and debris, level the area, landscape and grade or pave the area, and thereafter maintain its Parcel in a good, clean, safe and presentable condition. Within twenty (20) days after any such fire or other casualty and until the foregoing restoration, landscaping, or paving, as the case may be, is completed, the Owner of the damaged or destroyed building or improvement shall (a) screen the damaged or destroyed areas from view with a solid plyboard wall not less than eight feet (8') in height and painted a solid color, and (b) not allow debris, dirt or construction materials to accumulate or remain outside the plyboard wall.

If the Owner of the damaged or destroyed building defaults under this Section 10, the Owner of the Shopping Center Tract shall have the same rights to perform, or cause to be performed, the obligations of such Owner and claim a mechanic's lien for the cost of such performance in the manner provided in Section 8 hereof.

12. Use Restrictions. During the term of the Food Lion Lease, as it may be amended or extended, no portion of the Entire Premises shall be used in violation of the use restrictions and the exclusive uses reserved to the tenant under the Food Lion Lease set forth in the Food Lion Lease, except for the tenant under the Food Lion Lease, without the prior written consent of the Owner of the Shopping Center Tract and Food Lion, or its successor or assign as tenant under the Food Lion Lease. Said restrictions and exclusive uses are set forth on Exhibit D attached hereto, but notwithstanding what is set forth on Exhibit D, neither the restrictions nor the exclusives shall be any different from what is set forth in the Food Lion Lease. The foregoing restriction shall terminate, if not terminated earlier in accordance with its terms, upon the termination of the Food Lion Lease in which it is contained.

13. Signs. No sign shall be located on the Entire Premises which violates the following prohibitions:

- (a) No sign shall be painted on the exterior surface of any building;
- (b) No flashing, blinking, moving, animated or audible signs shall be permitted;
- (c) No rooftop signs of any type will be permitted;
- (d) All cabinets, conductors, transformers, ballasts, attachment devices, wiring and other equipment shall be concealed; and
- (e) No sign shall be permitted that violates the sign control ordinances or other statutes of the City of Gastonia, North Carolina.

14. Successor to Declarant. If approval of Declarant is required under the terms of this Declaration and Declarant is no longer the Owner of the Shopping Center Tract, the right of approval shall be exercised by the Owner of fee simple title to the Shopping Center Tract.

15. Amendment to Declaration. This Declaration may be amended only by a written agreement executed by the Owners of the Entire Premises, Food Lion and the holders of all first lien deeds of trust encumbering all or any portion of the Entire Premises, properly recorded in the office of the Register of Deeds for Gaston County, North Carolina.

16. Binding Effect. It is understood that this Declaration is a covenant running with the Entire Premises and each portion thereof and that this Declaration shall be binding upon and inure to the benefit of all assignees, transferees, heirs and assigns of Declarant and any other party that may hereafter acquire any right in and to all or any part of the Entire Premises.

17. Remedies for Breach. The terms and conditions of this Declaration shall be enforceable by Declarant (or its successor pursuant to the terms of Section 13 above) and by any Owner, by actions for specific performance or injunction, in addition to any other remedies available at law.

18. Private Agreement. This Declaration does not and shall not be construed to grant any rights to the public in general.

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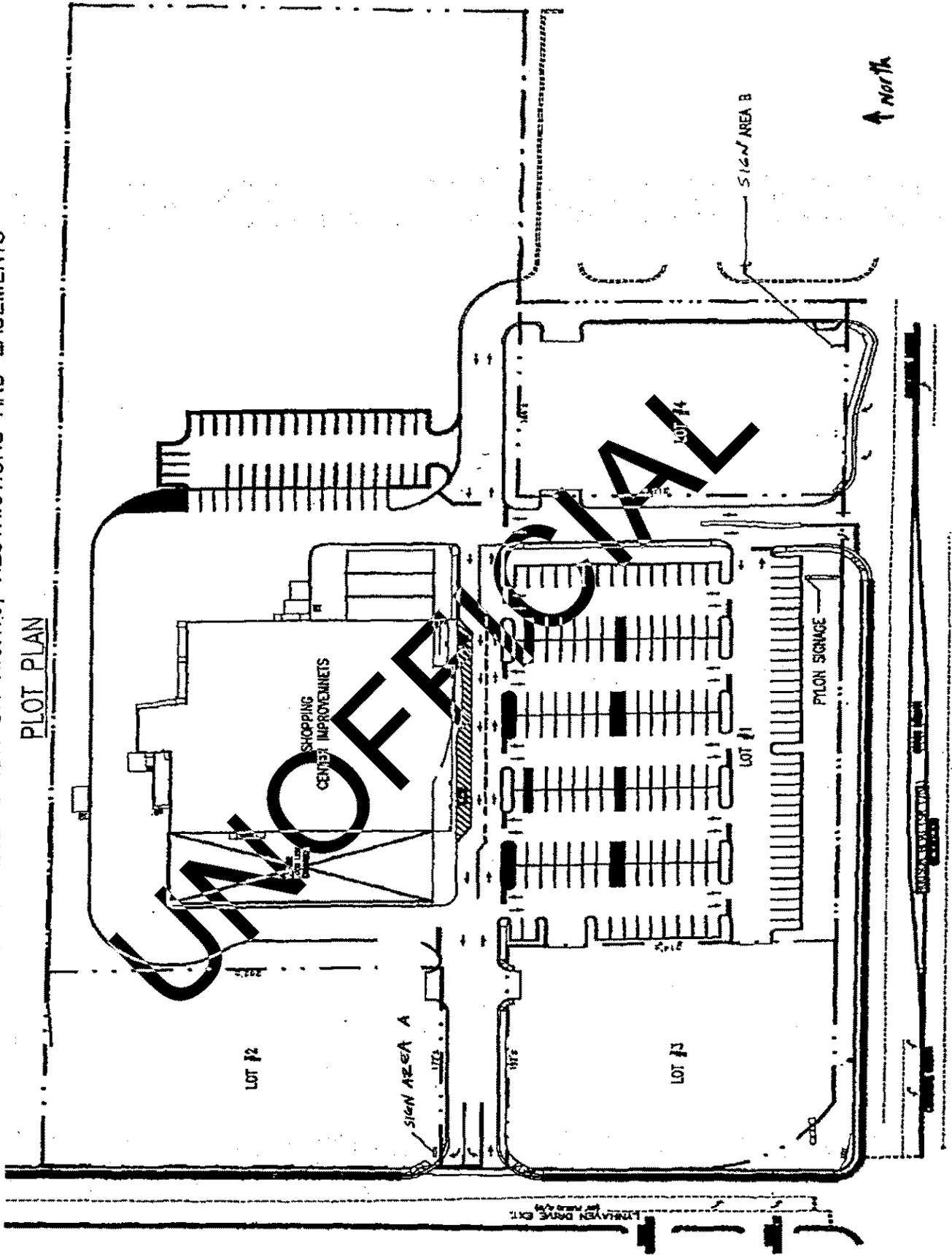
LIST OF EXHIBITS

- Exhibit A - Subdivision Plat
- Exhibit B - Plot Plan
- Exhibit C - Sign Rendering
- Exhibit D - Restrictions and Exclusive Uses

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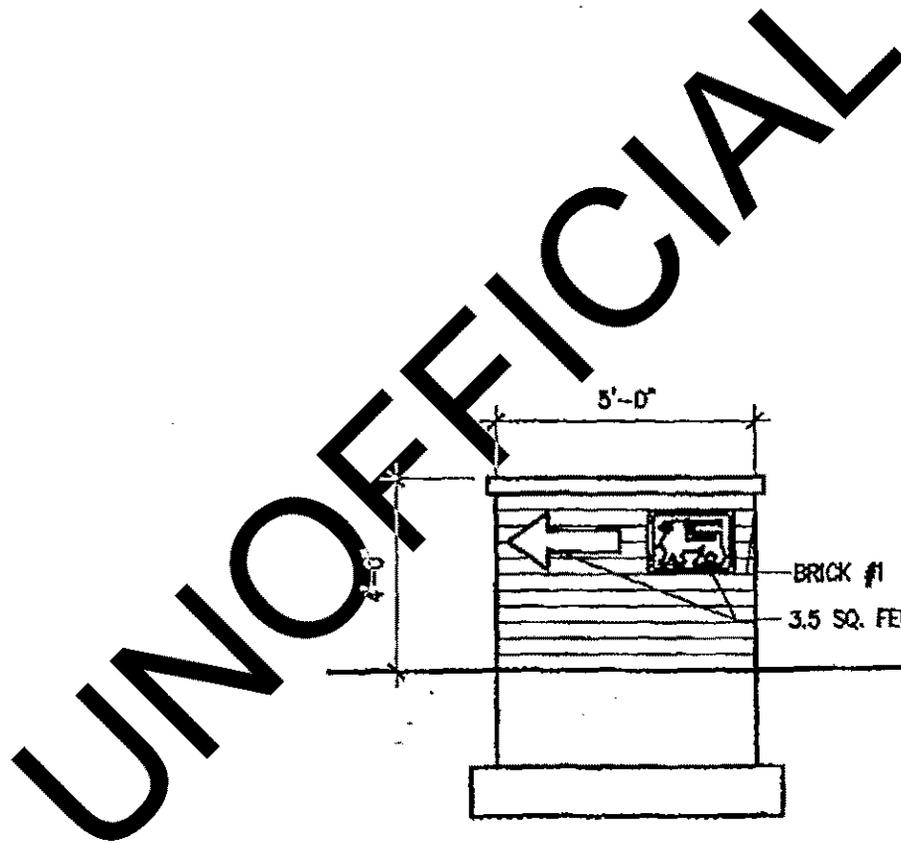
EXHIBIT B TO DECLARATION OR RIGHTS, RESTRICTIONS AND EASEMENTS

PLOT PLAN



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. N.C.G.S. §47-30(N)(2)

EXHIBIT C



DIRECTIONAL ELEVATION

Scale: 3/4"=1'-0"

within one (1) mile (as measured on public or private roads) of the Shopping Center Tract (the "Restricted Property"), and which are to be used for a supermarket, convenience food store or otherwise for the sale of, without limitation, (1) packaged or fresh seafood, meat or poultry for off-premises consumption, (2) packaged or fresh produce or vegetables for off-premises consumption, (3) packaged or fresh dairy products (excluding cone ice cream) for off-premises consumption, (4) packaged or fresh bakery products for off-premises consumption, (5) other grocery items, (6) tobacco or tobacco products, (7) fresh flowers, floral arrangements, green and/or blooming plants, gift items and other floral merchandise, bedding plants, tropical green plants, pumpkins during the Halloween season, or Christmas trees during the Christmas season, or (8) beer, wine and package liquors for off-premises consumption (except for beer, wine and package liquors sold by a governmentally-owned facility), or any of them; provided, however, that these restrictions shall not apply to premises owned or controlled by Declarant or the other parties described above if such premises (i) are already used for the purposes stated herein at the time of execution of the Food Lion Lease, (ii) are disclosed in writing to Food Lion prior to the time of execution of the Food Lion Lease, and (iii) continue to be used for such purposes. In addition, Declarant shall not sell or otherwise convey any such premises without imposing thereon a restriction to secure compliance herewith, or permit any tenant or occupant of the Shopping Center Tract or any part thereof to sublet or assign in any manner, directly or indirectly, any part thereof to any person, firm or corporation engaged in any such business described above, without the prior written consent of Food Lion, which consent may be withheld by Food Lion in Food Lion's sole discretion.

C. Exceptions to Exclusive and Retail Uses. Notwithstanding the provisions of A and B above, the Owner of the Shopping Center Tract shall have the right to lease shop spaces, not to exceed 2,400 square per store, located in the Shopping Center Tract to an ice cream or yogurt store (similar to a Bresslers or a TCBY), an "exclusive, upper-end" candy store, a health food store, a submarine sandwich shop similar in operation to Subway or Jersey Mike's, or a pizza restaurant or other type of restaurant facility selling prepared and precooked food for "take-out" or eat-in, provided there is seating for no more than twenty-five (25) customers. Declarant and the Owner of the Shopping Center Tract may lease shop spaces in the Shopping Center Tract or lease or sell the Outparcels to a regionally-known or nationally-known restaurant similar in operation to the restaurants listed below, provided such restaurants (1) are operating their businesses in the same manner as they operate as of the date of the Lease, (2) do not violate the restrictions described in the Lease, (3) only sell beer and wine for on-premises consumption ancillary to the sale of food products and such beer and wine sales do not exceed fifty percent (50%) of the business conducted therein, and (4) do not, without Food Lion's prior written approval (which approval may be withheld in Food Lion's sole and absolute discretion), sell alcoholic beverages other than beer and wine.

McDonald's	Hardees
Pizza Hut	Kentucky Fried Chicken
Pizza Inn	Churches Fried Chicken
Roy Rogers	Arby's
Burger King	Dairy Queen
Tastee Freeze	Taco Bell
Wendy's	Bojangles

Golden Corral
Western Steer
Chili's*
Bennigan's*
Shoney's*

Western Sizzlin
Quincy's
Red Lobster*
T.G.I. Friday's*
Applebee's*

*The sale by these restaurants of alcoholic beverages, including beer and wine, shall be permitted for on-premises consumption only.

Notwithstanding anything contained herein to the contrary, the Owner of the Shopping Center Tract shall be permitted to lease space to no more than three (3) tenants in the Shopping Center, which may sell some grocery items provided, however, that no more than the lesser of (i) ten percent (10%) of the total gross leaseable area, or (ii) two thousand (2,000) square feet of gross leaseable area, of any such store may be used for the sale of grocery items. In addition, if the Owner of the Shopping Center Tract should, at any time during the lease term, own other property within the one (1) mile radius, the Owner of the Shopping Center Tract shall have the right to allow tenants of any such properties to sell grocery items with these same restrictions.

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EXHIBIT D

A. Shopping Center to Contain Retail, Service and Similar Stores Only. Without the prior written consent of Food Lion, which consent may be withheld in Food Lion's sole discretion, or as otherwise provided in the Food Lion Lease, none of the following shall be permitted to operate within the boundaries of the Entire Premises in a location nearer than five hundred (500) feet to the entrance of the Shopping Center Improvements: (i) restaurant, (ii) theater of any kind, (iii) child care center, (iv) skating rink, (v) bowling alley, (vi) billiard or bingo parlor, (vii) flea market, (viii) massage parlor, (ix) funeral home, (x) off-track betting parlor, (xi) carnival, amusement park or circus, (xii) shows or sales by merchants utilizing vehicles or booths in the common area, (xiii) facility for the sale and/or lease of new or used motor vehicles, trailers or mobile homes, (xiv) banquet hall, auditorium or other place of public assembly, (xv) training or educational facility (including, without limitation, a beauty school, barber college, school or other facility catering primarily to students or trainees rather than customers), (xvi) gymnasium, sport or health club or spa, (xvii) dairy store, (xviii) establishment which sells alcoholic beverages for on- or off-premises consumption, or (xix) any other recreational or entertainment-type activity. Furthermore, notwithstanding any other provision contained herein to the contrary, an Owner shall not operate or lease (or permit to be operated or leased) any building, tenant space, or other area in the Entire Premises for the following uses:

1. Any use which involves the raising, breeding or keeping of any animals or poultry.
2. Any dangerous or unsafe uses.
3. Any industrial uses, including, without limitation, any manufacturing, smelting, rendering, brewing, refining, chemical manufacturing or processing, or other manufacturing uses.
4. Any mining or mineral exploration or development except by non-surface means.
5. Any use which may require water and sewer services in excess of the capacities allocated to the Shopping Center Tract by any governmental authority.
6. Any noxious or offensive activity which Food Lion reasonably deems objectionable.
7. Any religious use or use of any improvement in the Entire Premises, either temporarily or permanently, as a church, temple, synagogue, mosque, or the like.
8. Any facility for the sale of paraphernalia for use with illicit drugs.
9. Any facility for the sale or display of pornographic material (as determined by community standards for the area in which the Entire Premises is located).
10. Any use which violates any statute, rule, regulation, ordinance or other law of any governmental entity, including but not limited to any statute, rule, regulation, ordinance or other law concerning hazardous wastes or toxic substances and all flood plain, industrial waste and other ordinances of the city or any other governmental body in which the Entire Premises is located.

B. Food Lion's Exclusive. During the term of the Food Lion Lease, Declarant, its successor, assigns, representatives, heirs, any person(s) or entity(ies) having a direct or indirect interest in Declarant of ten percent (10%) or more, or any wholly-owned subsidiary or affiliate of Declarant shall not sell, lease, rent, occupy, or permit to be occupied any premises owned or controlled by Declarant or such other parties which are within the Shopping Center Tract or

IN WITNESS WHEREOF, the undersigned have executed this Declaration under seal as of the day and year first above written.

DECLARANT:

HUDSON CORNERS, LLC, a North Carolina limited liability company

By: Louis C. Stephens
Its: Manager

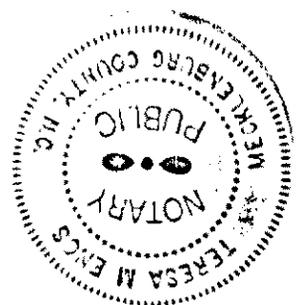
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, TERESA M ENOS, a Notary Public in and for the county and state aforesaid, do hereby certify that Louis C. Stephens, Manager of Hudson Corners, LLC, a North Carolina limited liability company, who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as such Manager, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 28 day of SEP, 2005.

Teresa M Enos
Notary Public

My Commission Expires: My Commission Expires October 15, 2006
(SEAL)



NORTH CAROLINA, GASTON COUNTY
The foregoing certificate(s) of Teresa M. Enos
Notary Public of Mecklenburg, NC and _____
Notary Public of _____ is/are certified to be correct. This
instrument was presented for registration and recorded in this office in Book 4163
Page 708 this 28th day of September, 2005 at 4:11 o'clock P. M.
SUSAN S. LOCKRIDGE REGISTER OF DEEDS BY: Debra Johnson
Assistant/Deputy