

INSTRUMENT # 2008017946



2008017946

drawn by/mail to:

Michael S. Hunter
Horack, Talley, Pharr & Lowndes
2600 One Wachovia Center
301 S. College Street
Charlotte, NC 28202-6038

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PARK SOUTH STATION**

This is the First Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Park South Station, which Declaration was recorded December 29, 2006 in Book 21580, Page 1 in the Mecklenburg County Registry (hereinafter referred to as "the Declaration").

STATEMENT OF PURPOSE

Park South Station was established by the Declaration referenced above, and Article Thirteen, Section 13.2(a) provides that Declarant may amend the Declaration without the joinder or consent of any Owner, in order to ensure development of the Property in accordance with Declarant's development plan. Part of Declarant's development plan was to reclaim property classified as "brownfields" and make it suitable for residential development. To that end, Declarant hereby modifies the Declaration as follows:

A new Section 6.22, in Article Six, is added as follows:

"6.22. Brownfields Provisions. The Property is subject to the "Notice of Brownfields Property" recorded November 15, 2007, in Book 23055, Pages 523-571 in the Mecklenburg County Public Registry. That Notice contains additional land use restrictions, and such restrictions are incorporated herein by reference, as if fully set forth herein. Every deed or

other instrument (including leases) conveying an interest in any portion of the Property must include the following provision:

“The property which is the subject of this instrument is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Mecklenburg County land records, Book 23055, Page 523-571.”

A copy of any such instrument must be submitted to the persons listed in Section XV of the Brownfields Agreement. A copy of the Brownfields Agreement must also be provided to any current lessee or sublessee on the Property in accordance with paragraph 20 of the Brownfields Agreement. The following provision must be included in every deed or other instrument conveying an interest in any portion of the property:

“Assignees, successors in interest, lessees and sublessees of the property (“Property”) which is the subject of the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Mecklenburg County land records, Book 23055, Page 523-571 shall provide to the North Carolina Department of Environment and Natural Resources (“DENR”), its authorized officers, employees, representatives, and all other persons performing response actions under DENR oversight, the same access and cooperation required under the Brownfields Agreement, and shall comply with the Brownfields Agreement and the land use restrictions imposed on the Property.”

No later than 14 days prior to any transfer or assignment of any interest in the Property, the Owner of the interest being transferred or assigned must provide in writing to DENR and to the Association the transferee or assignee’s name, mailing address, telephone and facsimile numbers, and e-mail address.

By January 31 of each year (beginning with 2009), the owner of the Property shall submit a notarized Land Use Restrictions Update (“LURU”) to DENR certifying that (i) the Notice of Brownfields Property containing the land use restrictions remains recorded at the Mecklenburg County Register of Deeds office; (ii) those restrictions are being complied with; (iii) any vapor barrier and venting systems installed pursuant to subparagraph 13.b. of the Brownfields Agreement remain intact and in the condition they were in when certified; (iv) any heating, ventilation and air conditioning systems installed subject to subparagraph 13.c. of the Brownfields Agreement continue to comply with the North Carolina State Building Code (*or another standard if DENR has approved one*); and (v) any vapor migration/intrusion mitigation measures or systems installed pursuant to subparagraph 13.d. of the Brownfields Agreement are in the condition they were in when certified.

This LURU must also state the following if applicable: (a) the name, mailing address, telephone and facsimile numbers, and contact person’s e-mail address of the owner submitting the LURU *if* said owner acquired any part of the Property during the previous calendar year; and (b) the transferee’s name, mailing address, telephone and facsimile numbers, and contact person’s e-mail address, *if* said owner transferred any part of the Property during the previous calendar year. The Brownfields Agreement states that a property owners’ association or other entity may perform this duty, on behalf of some or all owners of the Property, “if said association

NORTH CAROLINA

Cabarrus COUNTY

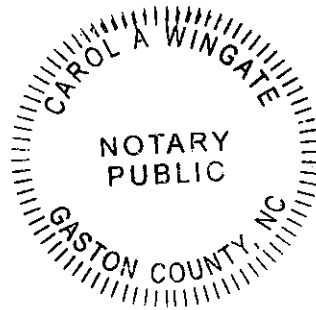
This 30 day of January, 2008, before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Robert W. Burkett, and acknowledged that he is Manager of Piston, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by him as Manager.

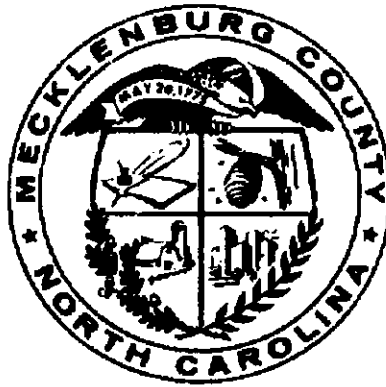
WITNESS my hand and notarial stamp or seal this 30 day of January, 2008.

Carol A. Wingate
Notary Public Carol A. Wingate

My commission expires:
~~My Commission Expires~~ 9-17-2011

(Notarial Seal)





JUDITH A. GIBSON
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: 01/31/2008 03:51 PM
Book: RE 23337 **Page:** 203-207
Document No.: 2008017946
RESTR 5 PGS \$21.00
Recorder: KAMIL COOPER



2008017946