

PREPARED BY AND RETURN TO:
Alexander Ricks PLLC (JRM)
1420 E. 7th Street, Suite 100
Charlotte, NC 28204

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

DECLARATION OF USE RESTRICTIONS

This DECLARATION OF USE RESTRICTIONS (this “**Declaration**”) is made as of _____, 2025, by **CONE MILL DEVELOPMENT VENTURES, LLC**, a North Carolina limited liability company, its successors or assigns (the “**Declarant**”).

RECITALS:

A. Concurrently with the recording of this Declaration and in accordance with that certain Agreement for Purchase and Sale of Real Property effective as of October 23, 2024 (as amended and assigned from time to time, the “**Agreement**”), The Town of Pineville, a North Carolina municipal corporation (the “**Town**”) and Pineville Redevelopment and Investment, Inc., a North Carolina nonprofit corporation (“**PRI**” and together with the Town, “**Pineville**”) has conveyed to Declarant those certain tracts of land located at (i) 200 Dover Street, Pineville, North Carolina, bearing Mecklenburg County tax parcel identification number 22105111, (ii) 306 Dover Street, Pineville, North Carolina, bearing Mecklenburg County tax parcel identification number 22105117, and (iii) 436 Cone Avenue, Pineville, North Carolina, bearing Mecklenburg County tax parcel identification number 22105107, all as more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”).

B. Pursuant to the Agreement, Declarant shall develop a portion of the Property for use as residential townhomes (the “**Townhomes**”).

C. Pursuant to the Agreement, Declarant has agreed to encumber the Property with certain use restrictions as set forth in this Declaration.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. Recitals. All of the above recitals hereby incorporated herein by reference.
2. Use Restriction. Declarant shall not rent, lease, or sublease the Townhomes on the Property (including any improvements or fixture thereto) or any part thereof, or otherwise transfer or attempt to transfer a tenancy or leasehold interest in the Townhomes on the Property, or any part thereof, in an amount that exceeds ten percent (10%) of the total number of Townhomes located on the Property at any given time.
3. Maximum Townhomes. There shall not exceed a maximum of one hundred sixty-two (162) Townhomes on the Property.
4. Workforce Housing. In an effort to provide affordable, or inclusionary, housing as a component of the development of the Property, Declarant shall develop no less than five (5) and no more than ten (10) Townhomes on the Property as “workforce housing” (the “**Workforce Townhomes**”). The Workforce Townhomes shall be approximately eighteen (18) feet wide and have a one-car garage. Declarant will ensure that each Workforce Townhome is conveyed, sold, rented, leased, subleased, or otherwise transferred only to individuals or households whose annual income is no more than the greater of (i) eighty percent (80%) of the average median income for Mecklenburg County, North Carolina considering the size of the household in question, as published from time to time by the U.S. Census Bureau or any successor thereto, and (ii) Sixty Thousand and No/100 Dollars (\$60,000.00). For avoidance of doubt, the average median income per household in 2023 for Mecklenburg County, North Carolina according to the U.S. Census Bureau was \$83,765.00. Declarant will require, as a condition of any transfer of the Workforce Townhomes, that the transferee provide reasonable documentation evidencing eligibility under the income restriction contained in this Section 4. Declarant will provide the necessary certifications and documentation to the Town (or its designee) upon request to verify compliance with this Section 4.
5. Governing Documents. The restrictions hereby imposed in Section 2 and Section 3 and Section 4 of this Declaration shall be included in any deed, conveying document, declaration, homeowner association, or the like governing the Townhomes at the Property and shall run with the land. Prior to recording any such declaration, homeowner association or governing document applicable to the Property, Declarant shall first provide a draft thereof to Pineville for its review and approval, such approval not to be unreasonably withheld, conditioned, or delayed.
6. Enforcement. Pineville may enforce the restrictions hereby created by suit for injunctive relief and/or a decree of specific performance prohibiting such activities in violation of the provisions hereof and/or enforcing the terms of this Declaration, in addition to any other remedies provided by law or equity. If at any time (i) Declarant shall fail to pay or perform any of its obligations in accordance with the terms and provisions of this Agreement, and (ii) such failure shall continue for a period of thirty (30) days after receipt of written notice thereof to the Declarant from Pineville then Pineville may, without limitation of such other remedies as may be available at law or in equity, file a notice of lien against the fee interest of the Property owned by the Declarant. The lien shall continue in full force and effect until the default is cured or otherwise discharged or satisfied. Upon such cure, discharge or satisfaction, any lien established in accordance with this Section 6 shall automatically be released and Pineville shall file a termination thereof. Such liens may be enforced by a proceeding in equity to foreclose or by any other remedy available at law or in equity or in the same manner as a power of sale mortgage may be foreclosed. In any litigation arising hereunder, the prevailing party shall be entitled to all reasonable expenses and court costs incurred by the prevailing party in connection with such litigation, including reasonable attorneys’ fees and costs on appeal, from the losing party. Any indulgence or departure at any time or by any party from any of the provisions hereof or failure by any party to exercise any of its rights and remedies shall not modify the same or relate to the future, or waive future compliance therewith by any other party.

7. Miscellaneous Provisions.

a. Governing Law; Severability. The laws of the State of North Carolina shall govern the interpretation, validity, performance and enforcement of this Declaration. If any provision of this Declaration shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

b. Successors and Assigns. The terms, provisions and covenants of this Declaration shall be binding upon the owner(s) of any fee simple interest in any portion of the Property from time to time.

c. Amendment to Declaration. This Declaration may be amended only by a written agreement executed by the owner(s) of fee simple interest in all of the Property.

d. Binding Effect. The conditions, restrictions and easements contained in this Declaration are covenants running with the land; they shall be binding upon and inure to the benefit of Declarant's successors and assigns in title to all or part of the Property.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

DECLARANT:

**CONE MILL DEVELOPMENT VENTURES,
LLC**, a North Carolina limited liability company

By: _____
(SEAL)
Name: _____
Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that _____ personally appeared before me this day and acknowledged that (s)he is the _____ of CONE MILL DEVELOPMENT VENTURES, LLC, a North Carolina limited liability company, and that (s)he, in such capacity, being authorized to do so, voluntarily signed the foregoing on behalf of the company for the purposes stated therein.

Date: _____

By: _____
Print Name: _____

[SEAL OR STAMP]

Notary Public
My Commission Expires: _____

Exhibit A

Description of the Property

ALL that certain lot or parcel of land situate, lying, and being in Mecklenburg County, North Carolina, and more particularly described as follows:

PARCEL I:

All that Tract of 27.561 Acres shown as Tract 1 on A Recombination & R/W Dedication Plat Showing Property Along Jack Hughes Lane recorded in [Map Book 64, at Page 414](#), in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

PARCEL II:

All that Tract of 0.998 Acre shown as Tract 7 on A Recombination & R/W Dedication Plat Showing Property Along Jack Hughes Lane recorded in [Map Book 64, at Page 414](#), in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

PARCEL III:

All that Tract of 0.931 Acre shown as Tract 8 on A Recombination & R/W Dedication Plat Showing Property Along Jack Hughes Lane recorded in [Map Book 64, at Page 414](#), in the Office of the Register of Deeds for Mecklenburg County, North Carolina.