BK 3210 PG 594 - 598 (5) DOC# 660286
This Document eRecorded: 11/10/2022 04:18:08 PM
Fee: $26.00 DocType: ADMT Tax: $0.00
Lincoln County, North Carolina
Danny R. Hester, Register of Deeds

Drawn by and after recording mail to:

Julie C. Chiu, Esq.
7804 Fairview Rd. #216
Charlotte, NC 28226

Return to:
Von Crook
First National Financial Title Services, LLC
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
770-916-4347- **NC252205004V**

FIFTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS **FIFTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Amendment") is made as of November 1, 2022, by **LINK LANDING-DENVER, LLC**, a North Carolina limited liability company (the "Developer"), and **LINK API, LLC**, a North Carolina limited liability company ("API"), and consented to by The Charlotte-Mecklenburg Hospital Authority ("CMHA").

A. Reference is made to that certain Declaration of Easements, Covenants, Conditions and Restrictions recorded in Book 2309, Page 851 of the Office of the Register of Deeds of Lincoln County (the "Registry"), North Carolina (the "Original Declaration"), as amended by that certain First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Book 2581, Page 671, by that certain Second Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Book 2984, Page 912, by that certain Third Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Book 3026, Page 587, and by that certain Fourth Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Book 3143, Page 584 (the "Third Amendment"), each in the Registry (collectively, as amended, the "Declaration"). All capitalized terms not otherwise defined herein shall have the meanings given to them in the Declaration.

B. Developer is the "Developer" under the Declaration, and was the owner of the "Developer Tract" as defined in the Declaration.

C. Pursuant to that certain North Carolina Special Warranty Deed recorded in Book 3026, Page 601 of the Registry, Developer had conveyed to API a portion of the Developer Tract, being Parcel #4 as shown on that certain Minor Subdivision Plat recorded in Map Book 20, Page 7 in the Registry.

D. Developer and API own all of the properties that comprise the Developer Tract.

Submitted electronically by "First National Financial Title Services, LLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Lincoln County Register of Deeds.

NOW, THEREFORE, Developer and API, for themselves and their successors and assigns as an Owner or Occupant of any portion of the Developer Tract, hereby agree as follows:

1. There shall be no cross or reciprocal parking allowed among any parcels now or hereafter existing within the Developer Tract, including, without limitation, Parcel #4, Parcel #5, and Parcel #6. The Owner of each Tract (being Parcel #4, Parcel #5, and Parcel #6) shall provide for all of each Tract's parking needs within said Tract.

2. Sec. 7 of the Third Amendment is hereby deleted and replaced with the following:

"7. **Atrium Lease**. "Atrium" means The Charlotte-Mecklenburg Hospital Authority and its successors and assigns as tenant under the Atrium Lease. "Atrium Lease" means any lease agreement for Parcel #4 between the Owner of Parcel #4, as landlord, and Atrium, as tenant, as the same may be amended, modified, assigned, extended or renewed from time to time."

3. Except as modified by this Amendment, the Declaration remains in full force and effect. If any provisions of this Amendment are inconsistent with the Declaration, then the provisions of this Amendment shall control. This Amendment shall be binding upon, and inure to the benefit of, the parties to this Amendment and their successors and/or assigns as Owner or Occupant of any portion of the Developer Tract. Nothing contained in this Amendment shall affect any of the easements created pursuant to the Declaration.

4. Pursuant to Sec. 13 of the Third Amendment, CMHA executes this Amendment to evidence its consent to the terms hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of Developer and API has executed this Fifth Amendment to Declaration of Easements, Covenants, Conditions and Restrictions as of the date set forth above.

DEVELOPER:

LINK LANDING – DENVER, LLC,
a North Carolina limited liability company

By: _____
Print Name: ~~Randolph W. Green~~
Title: ~~Senior Vice President~~

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I certify that the following person personally appeared before me this day, acknowledging to me that s/he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Randolph W. Green

Date: Nov 7, 2022

Official Signature of Notary: _____

Notary's printed or typed name: Jennifer L. Malina

My commission expires: Mar 1, 2027

(Official Seal)

JENNIFER L. MALINA
Notary Public
North Carolina
Mecklenburg County

API:

LINK API, LLC,
a North Carolina limited liability company

By: Link Landing-Denver, LLC a North Carolina limited liability company, its Manager

By: Aston Properties, Inc., a North Carolina corporation, its Manager

By: _____
Print Name: Randolph W. Green
Title: Senior Vice President

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I certify that the following person personally appeared before me this day, acknowledging to me that s/he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Randolph W. Green

Date: Nov 7, 2022

Official Signature of Notary: _____

Notary's printed or typed name: Jennifer L. Malina

My commission expires: Mar 1, 2027

(Official Seal)

JENNIFER L. MALINA
Notary Public
North Carolina
Mecklenburg County

IN WITNESS WHEREOF, and pursuant to Sec. 13 of the Third Amendment, CMHA executes this Fifth Amendment to Declaration of Easements, Covenants, Conditions and Restrictions to evidence its consent to the terms hereof as of the date set forth above.

CMHA: **THE CHARLOTTE-MECKLENBURG HOSPITAL AUTHORITY**,

By: _____
Bennett Thompson
Vice President

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Bennett Thompson.

Date: November 3, 2022

Official Signature of Notary: Kathleen Ward Rideaux

Notary's printed or typed name: Kathleen Ward Rideaux

My commission expires: January 27, 2027

(Official Seal)

KATHLEEN WARD RIDEAUX NOTARY PUBLIC MECKLENBURG COUNTY, NC My Commission Expires 01-27-2027