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Lincoln County, North Carolina
Danny R. Hester, Register of Deeds

**Drawn by and Mail to:**
King and Spalding LLP
100 North Tryon Street, Suite 3900
Charlotte, North Carolina 28202
Attn: Mark V. Thigpen, Esquire

Reference is made to Book 2309, Page 851

# FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

**THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Amendment") is made as of the 15th day of April, 2016, by LINK LANDING-DENVER, LLC, a North Carolina limited liability company (hereinafter referred to as the "Developer").

RECITALS:

1. Reference is made to that certain First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions dated April 18, 2012, recorded in Book 2309, Page 851 of the Office of the Register of Deeds of Lincoln County, North Carolina (the "Declaration").

2. Developer is the owner of all real property encumbered by the Declaration except for Outparcel 1 (as defined in the Declaration), which is owned by Quicktrip Corporation.

3. Developer desires to amend the Declaration as set forth in this Amendment and this Amendment directly affects Outparcel 1.

Developer, for itself, its successors and assigns, hereby declares that the Declaration shall be amended as set forth in this Amendment.

Submitted electronically by "Wyatt Early Harris Wheeler LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Lincoln County Register of Deeds.

1. Visibility Restriction. Article III, Section 4 of the Declaration is hereby deleted in its entirety and replaced with the following:

> Visibility Restriction. Developer hereby establishes a restriction over, under and across the Visibility Restriction Area that no vertical improvements shall be constructed within the Visibility Restriction Area except for the following: (a) monument signs, (b) any items required by any governmental authorities, (c) any utility lines or equipment that are installed by any public or private utility company, (d) any improvements constructed pursuant to any rights existing of public record as of the Effective Date and (e) a menu board in the approximate locations shown on the attached Exhibit A. The restriction set forth in this Article III, Section 4 shall run with the title to Outparcel 2 and Outparcel 3 and may be enforced by the Owner of Outparcel 1 and/or the Developer Tract.

2. Captions and Capitalized Terms. The captions preceding the text of each article and section herein are included for convenience of reference only. Captions shall be disregarded in the construction and interpretation of this Amendment. Capitalized terms not defined in this Amendment shall have the meanings set forth for them in the Declaration.

3. Time. Time is of the essence respecting this Declaration.

4. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

5. Governing Law. This Amendment shall be construed in accordance with the laws of the State of North Carolina.

6. Amendment. Except as specifically amended and supplemented by this Amendment, the Declaration is not and has not been otherwise amended, modified, supplemented or restated in part or in full and remains in full force and effect.

[Signatures on following Pages]

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

By: Link Landing-Denver, LLC

By: Aston Properties, Inc., its Manager

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

Mecklenburg County, North Carolina

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

Date: 12·9·15

_____
*Official Signature of Notary*

Karen Levanson
Notary's printed or typed name, Notary Public
My commission expires: April 21, 2018

*(Official Seal)*

KAREN LEVANSON
NOTARY PUBLIC
MECKLENBURG COUNTY N C
COMMISSION EXPIRES
APRIL 21 2018

Acknowledged and Agreed:

QUIKTRIP CORPORATION

By: _____
Matthew Miller
Division Real Estate Manager

Mecklenburg County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Matthew Miller - Div RE Mgr.

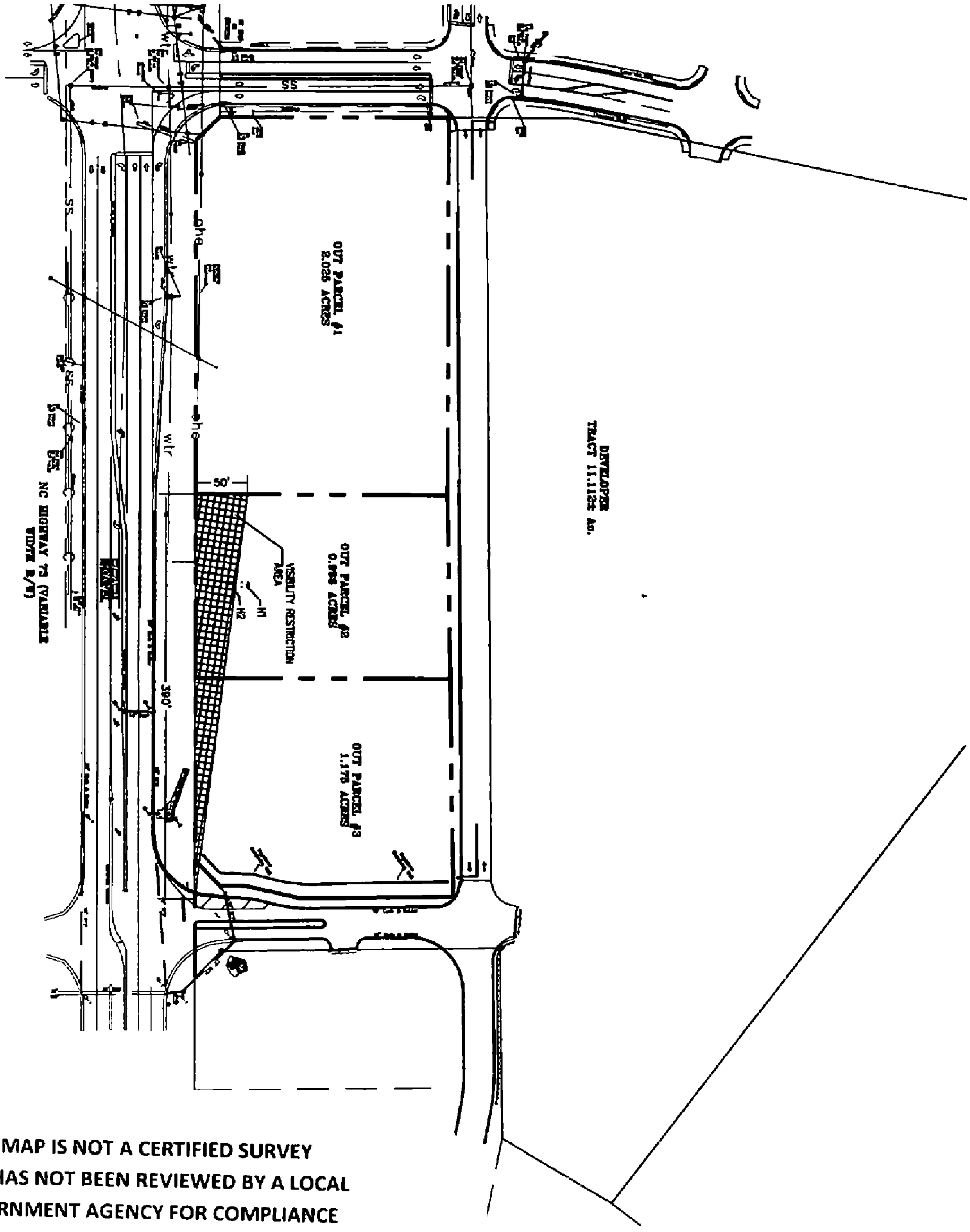
Date: 10-5-15

Heather Outen
*Official Signature of Notary*

Heather Outen
Notary's printed or typed name, Notary Public
My commission expires: 6-3-17

*(Official Seal)*

HEATHER OUTEN
Notary Public
Mecklenburg County
North Carolina
My Commission Expires Jun 3, 2017




"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."

EXHIBIT A