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

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

**BY AND AMONG**

**LINK LANDING-DENVER, LLC,**

**CUNNINGHAM PROPERTIES, LLC,**

**AND**

**CUNNINGHAM FAMILY PROPERTIES, LLC**

Submitted electronically by "Parker Poe Adams & Bernstein LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Lincoln County Register of Deeds.

Drawn by and mail to:

Parker Poe Adams & Bernstein LLP (JWD)
620 South Tryon Street, Suite 800
Charlotte, North Carolina 28202

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620 South Tryon Street, Suite 800
Charlotte, NC 28202

**FOURTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FOURTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made as of Feb 28, 2022, by LINK LANDING-DENVER, LLC, a North Carolina limited liability company (the "Developer"), and is joined into and consented to by CUNNINGHAM PROPERTIES, LLC, a Missouri limited liability company, registered to do business in North Carolina as CUNNINGHAM FAMILY PROPERTIES, LLC ("Owner"). Developer and OWNER are each a "Party" and collectively the "Parties".

**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, North Carolina (the "Original Declaration"), as amended by First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Book 2581, Page 671 of the Office of the Register of Deeds of Lincoln County, by Second Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Book 2984, Page 912 of the Office of the Register of Deeds of Lincoln County, and by Third Amendment to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Book 3026, Page 587 of the Office of the Register of Deeds of Lincoln County (collectively, as amended, the "Declaration").

**B.** Developer is the "Developer" under the Declaration. OWNER is the fee simple owner of all of Outparcel #1 containing approximately 2.025 acres as shown on plat recorded in Plat Book 15, Page 424, Lincoln County Register of Deeds Office ("Outparcel 1").

**C.** Pursuant to Article IX, Section 9 of the Original Declaration, Developer hereby amends the Declaration as set forth in this Amendment, and OWNER hereby consents to this Amendment. Any capitalized term not defined herein shall have the meaning assigned to such term in the Declaration.

**NOW, THEREFORE,** the Parties, for themselves and their successors and assigns, hereby declare that the Declaration shall be amended as follows:

**1.** The Signage Easement Area located on Outparcel 1 is amended to be the "SIGN EASEMENT AREA" shown on Exhibit A attached hereto. In addition, OWNER grants for the benefit of, and as an appurtenance to, Developer and the Developer Tract a non-exclusive perpetual easement for the construction, maintenance, repair, replacement and use of one or more Pylon Signs for the Developer Tract and/or other informational or identification signage, together with related underground electric lines and other appurtenances, in the Signage Easement Area located on Outparcel 1 as shown on Exhibit A attached hereto. Furthermore, OWNER grants for the benefit of, and as an appurtenance to, the Developer Tract and for the benefit of the Occupants of the Developer Tract that are expressly permitted by Developer in writing from time to time to have a sign panel on the Pylon Sign located on Outparcel 1 from time to time non-exclusive perpetual easements for the installation, maintenance, repair and replacement of their respective individual sign panels located on the Pylon Sign located on Outparcel 1 from time to time.

**2.** OWNER agrees to execute and deliver to Developer those instruments and easements (in recordable form) reasonably required for the dedication and conveyance to the appropriate governmental entities or public utility companies of the Utility Lines installed pursuant to the Declaration. .

**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. Nothing contained in this Amendment shall affect any of the easements created pursuant to the Declaration.

**[Signature Pages Follow]**

**IN WITNESS WHEREOF**, the parties have executed this Amendment 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 NC
COUNTY OF Mecklenburg

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 (insert name of individual signing document).

Date: March 8th, 2022

_____
*Official Signature of notary*

Emma R. Kelly
Notary's printed or typed name, Notary Public

My Commission Expires: 5/9/26

**NOTE TO NOTARY PUBLIC**: Ensure that entire notary seal fits within the box below and that all characters in the notary seal are clearly legible.

EMMA R KELLY
Notary Public
North Carolina
Mecklenburg County

**OWNER:**

CUNNINGHAM PROPERTIES, LLC, a Missouri limited liability company, registered to do business in North Carolina as CUNNINGHAM FAMILY PROPERTIES, LLC

By: Sarah C. Juncyk
Print Name: Sarah Cunningham Juncyk
Title: Manager CFO

STATE OF Kansas
COUNTY OF Johnson

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: Sarah Cunningham Juncyk (insert name of individual signing document).

Date: 2/28, 2022

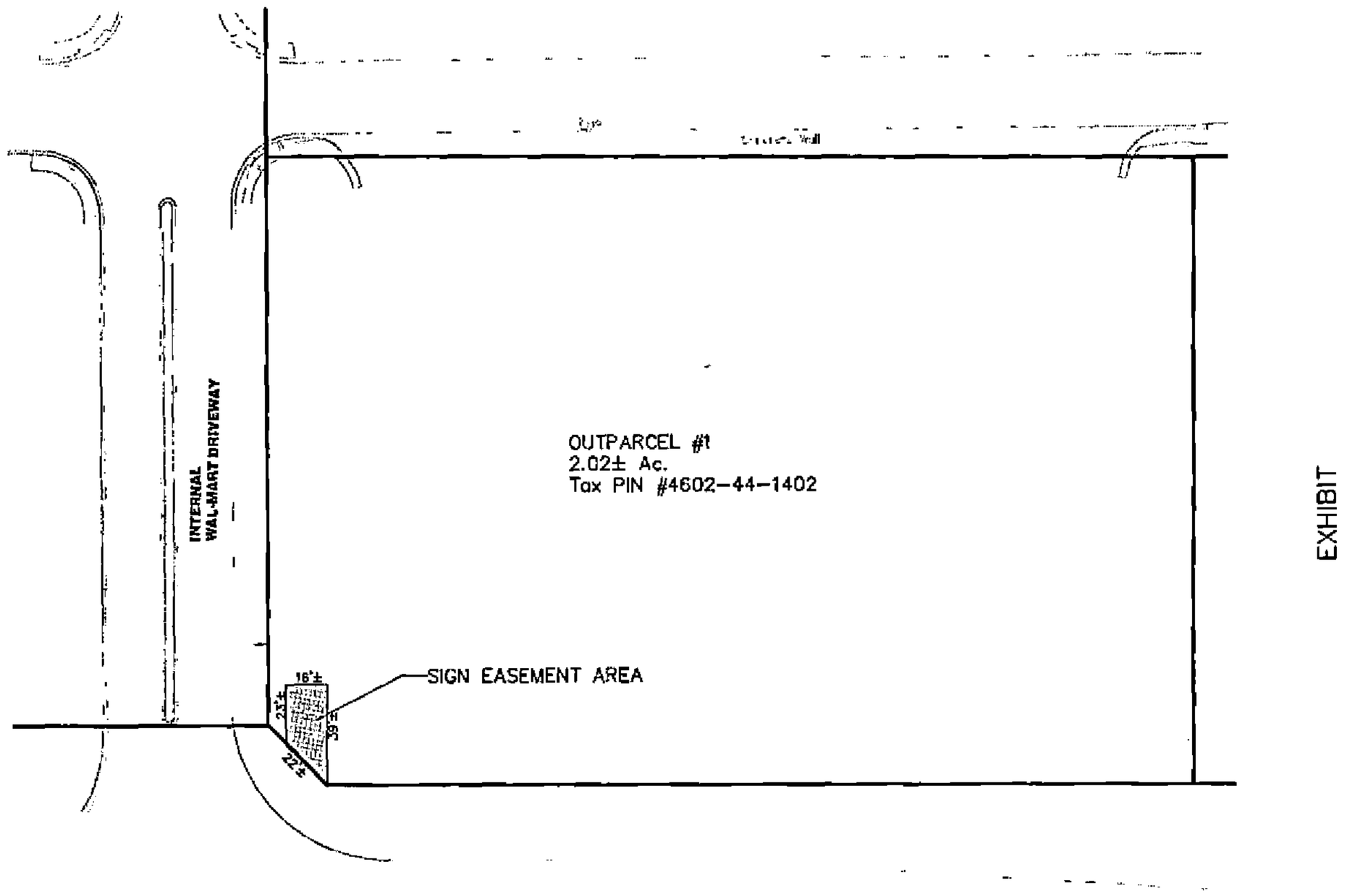
Renee Humble
*Official Signature of notary*
Renée Humble
Notary's printed or typed name, Notary Public

My Commission Expires: 7/29/22

**NOTE TO NOTARY PUBLIC**: Ensure that entire notary seal fits within the box below and that all characters in the notary seal are clearly legible.

RENEE HUMBLE
NOTARY PUBLIC
STATE OF KANSAS
My Appointment Expires 7/29/22

**EXHIBIT A**




THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.