

For Registration  
Fredrick Smith  
Register of Deeds  
Mecklenburg County, NC  
Electronically Recorded  
2022 Jul 12 02:05 PM RE Excise Tax: \$ 0.00  
Book: 37494 Page: 361 - 368 Fee: \$ 26.00  
Instrument Number: 2022102372



Drawn by and after recording mail to:  
Alexander Ricks PLLC  
1420 E. 7<sup>th</sup> Street, Suite 100  
Charlotte, NC 28204

**STATE OF NORTH CAROLINA**

**COUNTY OF MECKLENBURG**

**SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR  
MCALISTER COURT**

THIS SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR MCALISTER COURT (this "**Second Amendment**") is made this 11<sup>th</sup> day of January, 2022 (the "**Effective Date**"), by and among **SCBP DEVELOPER, LLC**, a North Carolina limited liability company ("**Declarant**"), **SCPSD PROPERTIES, LLC**, a North Carolina limited liability company ("**SCPSD**"), **AM JACKSON REAL ESTATE LLC**, a North Carolina limited liability company ("**Jackson**"), and **OAKCREST PROPERTIES OF NC LLC**, a North Carolina limited liability company ("**Oakcrest**").

**BACKGROUND:**

A. Declarant is the fee simple owner of Parcels 2 and 4 ("**Parcels 2 and 4**"), as reflected on that certain Subdivision Plat entitled MCALISTER COURT-PHASE 1, recorded in Plat Book 62, Page 826 in the Mecklenburg County Public Registry (the "**Phase I – Map 1 Plat**").

B. SCPSD is the fee simple owner of Parcel 5A ("**Parcel 5A**"), as reflected on that certain Subdivision Plat entitled MCALISTER COURT-PHASE II – MAP 1, recorded in Plat Book 64, Page 885 in the Mecklenburg County Public Registry (the "**Phase II Plat**").

C. Jackson is the fee simple owner of Parcel 5B ("**Parcel 5B**"), as reflected on the Phase II Plat.

D. Oakcrest is the fee simple owner of Parcel 1 ("**Parcel 1**"), and collectively with Parcels 2 and 4, Parcel 5A and Parcel 5B, the "**Lots**", as reflected on the Phase II Plat.

E. The Lots are subject to that certain Declaration of Protective Covenants for McAlister Court made by Declarant and recorded April 23, 2018, in the Mecklenburg County Public Registry in Book

E. The Lots are subject to that certain Declaration of Protective Covenants for McAlister Court made by Declarant and recorded April 23, 2018, in the Mecklenburg County Public Registry in Book 32622, Page 140, as amended by that certain First Amendment to Declaration of Protective Covenants for McAlister Court dated September 5, 2019 and recorded on September 5, 2019 in Book 33824, Page 292, in the Mecklenburg County Public Registry (as amended, the "**Declaration**"). Capitalized terms used herein and not defined shall have the meaning assigned thereto in the Declaration.

F. Declarant, SCPSPD, Jackson and Oakcrest desire to enter into this Second Amendment to make certain amendments to the Declaration.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) and of the mutual covenants, agreements and undertakings herein set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Declarant, SCPSPD, Jackson and Oakcrest hereby agree as follows:

1. Subdivision Plat. The "Subdivision Plat", as defined in the Declaration, shall hereafter mean that certain Subdivision Plat recorded in Book 62, Page 826 in the Mecklenburg County Registry, as affected by that certain Subdivision Plat recorded in Book 64, Page 885 in the Mecklenburg County Registry, as further affected by that certain Subdivision Plat recorded in Book 68, Page 263 in the Mecklenburg County Public Registry.

2. Exhibit A – Percentage Interests. Exhibit A attached to the Declaration is hereby deleted and replaced with Exhibit A attached hereto.

3. Exhibit B – Exclusive Uses. Declarant, SCPSPD, Jackson and Oakcrest hereby agree that Exhibit B attached to the Declaration is hereby deleted and replaced with Exhibit B attached hereto. For clarification purposes, the Owners of Parcel 3A and Parcel 3B as reflected on that certain Subdivision Plat entitled MCALISTER COURT - PHASE 1 – MAP 2, recorded in Plat Book 68, Page 263 in the Mecklenburg County Public Registry have not consented to the encumbrance of their respective parcels by the exclusive use listed in Section 3 of Exhibit B attached hereto.

4. Miscellaneous. This Second Amendment is being entered into pursuant to and in accordance with Section 3 of Article IX of the Declaration. The parties hereto acknowledge and agree that no further consents are necessary for this Second Amendment to become effective. Except as otherwise expressly amended, modified and provided in this Second Amendment, the parties hereby ratify all of the provisions, covenants and conditions of the Declaration, and such provisions, covenants and conditions set forth in the Declaration, as amended by this Second Amendment, shall continue in full force and effect. This Second Amendment, together with the Declaration, contains all of the agreements of the parties hereto with respect to the matters contained herein and therein, and no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose. This Second Amendment may be executed in two or more counterparts.

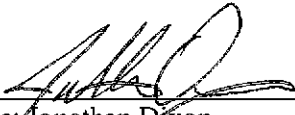
[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have caused this Second Amendment to be executed by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year first above written.

**DECLARANT:**

**SCBP DEVELOPER, LLC,**  
a North Carolina limited liability company

By: Ascent Real Estate Capital, LLC, a North Carolina limited liability company, its Manager


By:   
Name: Jonathan Dixon  
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

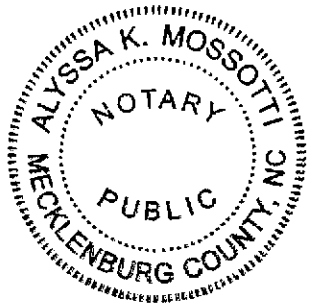
I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document in the capacity indicated above: Jonathan Dixon.

Date: January 11, 2022

  
Notary Public  
Printed or Typed Name Alyssa K Mossotti  
My commission expires: 12/10/24

(Official Seal)

[SIGNATURES CONTINUE ON THE FOLLOWING PAGES]



IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be executed by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year first above written.

**JACKSON:**

**AM JACKSON REAL ESTATE LLC,**  
a North Carolina limited liability company

By: Alfred Jackson  
Name: Dr. Alfred Jackson  
Title: Manager

STATE OF NORTH CAROLINA

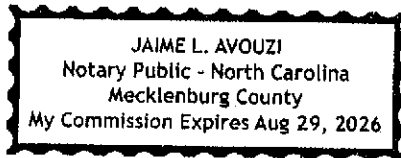
COUNTY OF MECKLENBURG

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document in the capacity indicated above: Dr. Alfred Jackson.

Date: 1/28, 2022

Jaime L. Avouzi  
Notary Public  
Printed or Typed Name Jaime L. Avouzi  
My commission expires: 8/29/26

(Official Seal)



[SIGNATURES CONTINUE ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have caused this Second Amendment to be executed by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year first above written.

**SCPSD:**

**SCPSD PROPERTIES, LLC,**  
a North Carolina limited liability company

By: GREGORY A. MANTOOTH, MD  
Name: [Signature]  
Title: MANAGER

STATE OF NORTH CAROLINA  
COUNTY OF Mecklenburg

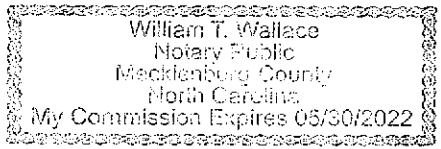
I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document in the capacity indicated above: Gregory A. Mantooth, MD as Manager

Date: March 23, 2022  
~~February 23, 2022~~  
*www*

William T. Wallace  
Notary Public  
Printed or Typed Name William T. Wallace  
My commission expires: 05/30/2022

(Official Seal)

[SIGNATURES CONTINUE ON THE FOLLOWING PAGES]



IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be executed by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year first above written.

**OAKCREST:**

**OAKCREST PROPERTIES OF NC LLC,**  
a North Carolina limited liability company

By: *[Signature]*  
Name: Donald Ott  
Title: President

STATE OF South Carolina  
COUNTY OF York

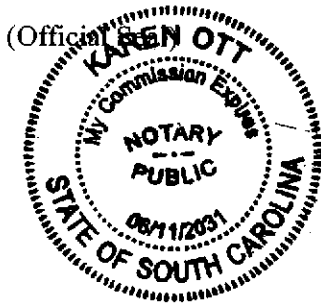
I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document in the capacity indicated above:

Date: April 19, 2022

*[Signature]*  
Notary Public

Printed or Typed Name Karen Ott

My commission expires: 6/11/31



**EXHIBIT A****Percentage Interest in Association**

<b>Parcel #</b>	<b>Property Tax ID #</b>	<b>Building SF</b>	<b>% of Project SF</b>	<b>% Interest in Association</b>
<b>Parcel 1</b>	<b>20123126</b>	<b>16,500</b>	<b>34.1%</b>	<b>34.1%</b>
<b>Parcel 2</b>	<b>20123125</b>	<b>4,500</b>	<b>9.3%</b>	<b>9.3%</b>
<b>Parcel 3A</b>	<b>20123129</b>	<b>3,478</b>	<b>7.2%</b>	<b>7.2%</b>
<b>Parcel 3B</b>	<b>20123124</b>	<b>3,428</b>	<b>7.1%</b>	<b>7.1%</b>
<b>Parcel 4</b>	<b>20123123</b>	<b>6,500</b>	<b>13.4%</b>	<b>13.4%</b>
<b>Parcel 5A</b>	<b>20123128</b>	<b>7,000</b>	<b>14.5%</b>	<b>14.5%</b>
<b>Parcel 5B</b>	<b>20123127</b>	<b>7,000</b>	<b>14.5%</b>	<b>14.5%</b>
		<b>48,406</b>	<b>100%</b>	<b>100%</b>

**EXHIBIT B**

**Exclusive Uses**

1. Parcel 5B as shown on the Subdivision Plat shall have an Exclusive Use for orthodontics and pediatric dentistry services. The other Properties shall be restricted, and shall not be benefitted, by such Exclusive Use.
2. The portion of Parcel 3 leased to Woo-Jung Choe, DDS (as Parcel 3 is shown on the Subdivision Plat) shall have an Exclusive Use for general dentistry. The remaining portion of Parcel 3 and the other Properties shall be restricted, and shall not be benefitted, by such Exclusive Use.
3. Parcel 5A as shown on the Subdivision Plat shall have an Exclusive Use (i.e., no owner, tenant or other occupant of any property subject to the Declaration shall be permitted to derive more than 10% of its gross income from any of the following services, individually) for dermatology, skin cancer treatment, dermatologic surgery or plastic surgery, or any business engaged in cosmetic or aesthetic services or products relating to any of the foregoing practices. The other Properties (other than Parcels 3B and 3A as shown on the Subdivision Plat) shall be restricted, and shall not be benefitted, by such Exclusive Use.