

FOR REGISTRATION
J. David Granberry
REGISTER OF DEEDS
Mecklenburg County NC
2014 AUG 19 09:55:45 AM
BK:29389 PG:225-239
FEE:\$26.00
INSTRUMENT # 2014095896

TAYLORD



Prepared by and Returned to:
McGuireWoods LLP (PJM)
300 North Third Street, Suite 400
Wilmington, NC 28401

NORTH CAROLINA

COUNTY OF MECKLENBURG

**SECOND AMENDMENT TO
DECLARATION OF EASEMENTS AND RESTRICTIONS FOR
KINGS CROSSING**

THIS SECOND AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS FOR KINGS CROSSING (“**Second Amendment**”), is made effective August 12, 2014 by WAITING ROOM 1, LLC, a North Carolina limited liability company (hereinafter referred to as the “**Declarant**”), FS PROPERTIES OF LA, LLC, a Louisiana limited liability company (“**FS Properties**”) and TOKA2, LLC, a North Carolina limited liability company (“**Toka2**”) and KINGS CROSSING PARTNERS, LLC, a North Carolina limited liability company (“**Kings Crossing Partners**”, and collectively with Declarant, FS Properties and Toka2, the “**Owners**”).

WITNESSETH:

THAT WHEREAS, Declarant subjected certain property shown in Map Book 47, Page 705 (the “**Property**”) and recorded in the office of the Register of Deeds of Mecklenburg County (the “**Registry**”), to the Declaration of Easements and Restrictions for Kings Crossing recorded in Book 21857, Page 893 (as amended from time to time, including pursuant the First Amendment noted below, the “**Declaration**”) in the Registry; and,

WHEREAS, a portion of the Property was further subdivided, as shown on a certain plat recorded in Map Book 51, Page 380 of the Registry, and such subdivision,

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along with additional modifications and amendments to the Declaration, was reflected in that certain First Amendment to Declaration of Easements and Restrictions for Kings Crossing dated February 12, 2009 and recorded as Book 24452, Page 15 of the Registry (the "**First Amendment**"); and,

WHEREAS, FS Properties has completed a further subdivision of certain property owned by FS Properties which is subject to the Declaration, and provided for the declaration of certain real property as Common Areas, and created certain other changes as shown on that certain plat entitled "Subdivision Plat of Kings Crossing, Map 3" prepared by A.G. Zoutewelle Surveyors, dated May 13, 2014, and recorded in Map Book 56, Page 727 in the Registry (the "**Revised Plat**"); and,

WHEREAS, Declarant and the Owners enter into this Second Amendment to acknowledge the further subdivision by FS Properties, to incorporate the Revised Plat with respect to such property, approve the dedication and conveyance of the Common Areas shown thereon, modify the Site Plan and to enter into certain other amendments to the Declaration as provided for herein; and

NOW, THEREFORE, Declarant and the Owners, representing 100% of the Owners of the Property subject to the Declaration, hereby amend the Declaration as follows:

1. Approval and Incorporation of Revised Plat. The Revised Plat is hereby acknowledged, confirmed and approved.
2. Common Areas. Article I, Section 5 of the Declaration is hereby amended such that the definition of "Common Areas" shall expressly include and refer to each of (a) that certain parcel shown on the Revised Plat, consisting of approximately 1.5960 acres and labeled "Common Area", (b) that certain Dumpster Easement (together with the dumpster enclosure(s) and, if elected by the Association, the dumpster(s) therein located) as also shown on the Revised Plat, and (c) that certain Sign Easement, as shown on the Revised Plat.
3. Conveyance and Acceptance of Common Area. FS Properties, as the owner of that certain parcel shown on the Revised Plat, consisting of approximately 1.5960 acres and labeled "Common Area", has (or will contemporaneously herewith) agreed to convey to the Association all of its fee interest in such Common Area, provided such conveyance will not limit the easements and other rights of FS Properties or any other Owners in such Common Area pursuant to the Declaration. The Owners hereby confirm, acknowledge and approve of such conveyance and hereby instruct the Association to accept the same in accordance with the terms thereof.
4. Site Plan. The Site Plan that is attached to the Declaration is hereby deleted in its entirety and substituted in lieu thereof is a revised site plan attached hereto as Exhibit A and made a part hereof (the "**Further Revised Site Plan**"). From an after the date this Second Amendment is recorded, any reference in the Declaration to the Site Plan shall be deemed to be a reference to the Further Revised Site Plan.

5. Designated Maintenance Items. Article I, Section 7 of the Declaration is hereby amended such that the definition of “Designated Maintenance Items” shall expressly include and refer to entirety of that certain parcel shown on the Revised Plat, consisting of approximately 1.5960 acres and labeled “Common Area”, (b) that certain Dumpster Easement (together with the dumpster enclosure(s) and, to the extent not owned and maintained by the trash service provider(s), the dumpster(s) therein located and, if adopted by the Association, trash collection services) as also shown on the Revised Plat and (c) any fencing (within or bordering the Common Areas including, without limitation, the Storm Water Detention Facilities and Buffer Area). As provided for in the Declaration, the costs associated with the maintenance, operation and insurance of such Designated Maintenance Items shall be Common Area Costs.

6. Building Restrictions. Article VIII, Section 4 of the Declaration is hereby amended and restated in its entirety as follows:

“Section 4. Building Restrictions. No building Improvement shall be constructed on any Parcel that contains more than the number of stories set forth below, as measured from the graded elevation of the surrounding graded areas:

Parcel/Lot	Maximum Number of Stories	Maximum Height
Lot 1	2	35'
Lot 2	1	25'
Lot 3	1	25'
Lot 4	3	45'
Lot 5	1	25'
Lot 6	4	60'

7. Percentage Share of Common Area Costs. Owners hereby acknowledge and confirm that, pursuant to Article IV, Section 6 of the Declaration, the proportionate share of Common Area Costs is to be calculated for each Parcel by creation of a fraction, the numerator of which is the acreage of the Parcel, and the denominator of which is the aggregate acreage of all Parcels within the Property that are subject to assessment. With the recording and incorporation of the Revised Plat, the Owners hereby agree and confirm that, subject to any future modification and change upon amendments and modifications to one or more Parcels, as may be provided for in the Declaration, the proportionate share of Common Area Costs attributable to each Parcel is hereby deemed and agreed to be:

Parcel/Lot	Acreage	Proportionate Share
Lot 1	1.4931 acres	17.94%
Lot 2	1.776 acres	21.34%

Lot 3	1.081 acres	12.99%
Lot 4	1.4762 acres	17.72%
Lot 5	1.5081 acres	18.12%
Lot 6	0.9893 acres	11.89%

8. Roadway Easement Areas. Article III, Section 23 of the Declaration is hereby amended and restated in its entirety as follows:

“Section 23. “**Roadway Easement Areas**” shall mean those portions of the Property that are identified as “access easements” and/or “Access Easements” on the Site Plan, which will be subject to the easements created by Article III of this Declaration and on which paved roadways have been or are planned to be constructed, and shall include entrances, medians and related improvements (including the Entrance Sign) thereon or therein”

9. Dumpster Easement. In addition to those easements and rights created within Article III of the Declaration (for other Common Areas and otherwise), there is hereby created for the benefit of the each of the Owners a non-exclusive easement for access and use of the Dumpster Easement area (including the dumpster enclosure(s) and dumpster(s) located therein) for purposes of discarding waste, recycling and such other materials as may be permitted by the Association and applicable law within the Dumpster Easement area; *provided, however*, such easement shall at all times be subject to the provisions of the Declaration (benefits, burdens and restrictions) as well as any rules and regulations which the Association may adopt from time to time.

10. Reaffirmation; Counterparts. Except as modified herein, the remaining terms and conditions of the Declaration are hereby reaffirmed and incorporated by reference to this Second Amendment. This Second Amendment may be executed in counterparts, all of which taken together, shall be deemed one original.

[Signatures to appear on following page]

IN WITNESS WHEREOF, the undersigned, being the Declarant and Owners of the Property herein, has caused this instrument to be duly executed the day and year first above written.

DECLARANT/OWNER:

WAITING ROOM 1, LLC,
a North Carolina limited liability company

By: [Signature]
Name: BRUCE W. HUGHES
Its: MEMBER MANAGER

STATE OF NORTH CAROLINA
Union COUNTY

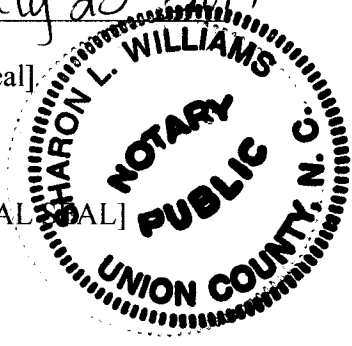
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Bruce W. Hughes (Print name of person executing document).

Date: July 25th 2014

[Official Seal]

[NOTARIAL SEAL]



[Signature]
Notary Public
Print Name: Sharon L. Williams

My commission expires: 11/21/2016

My commission expires: _____

FS PROPERTIES (OWNER):

FS PROPERTIES OF LA, LLC,
a Louisiana limited liability company

By: [Signature]
Name: Stephen P. Duffy
Its: Manager

Louisiana
~~STATE OF NORTH CAROLINA~~
Orleans COUNTY Orleans

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

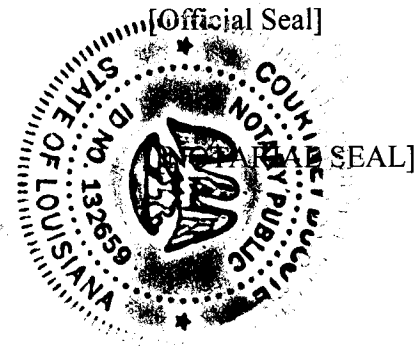
Stephen P. Duffy (Print name of person executing document).

Date: 7-31-14

Courtney Ducote
Notary Public

Print Name: COURTNEY DUCOTE
NOTARY PUBLIC No. 132659
STATE OF LOUISIANA
My commission expires: My Commission is for Life.

My commission expires: at death



TOKA2 (OWNER):

TOKA2, LLC,
a North Carolina limited liability company

By: Karen Hauch
Name: Karen Hauch
Its: President

STATE OF NORTH CAROLINA

Mecklenburg COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Karen Hauch (Print name of person executing document).

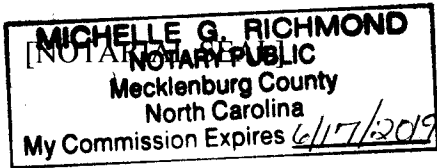
Date: 07/24/2014

[Official Seal]

Michelle G. Richmond
Notary Public
Print Name: Michelle G. Richmond

My commission expires: 6/17/2019

My commission expires: _____



**KINGS CROSSING PARTNERS
(OWNER):**

KINGS CROSSING PARTNERS, LLC,
a North Carolina limited liability company

By: *Diane B. Rivers*
Name: Diane B Rivers
Its: MANAGER

STATE OF NORTH CAROLINA

Mecklenburg COUNTY

I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he or she signed the foregoing document:

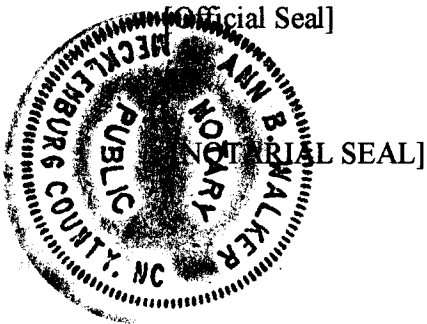
Diane B. Rivers (Print name of person executing document).

Date: 7-25-14

Ann B. Walker
Notary Public
Print Name: Ann B. Walker

My commission expires: 6-16-19

My commission expires: _____



JOINDER AND CONSENT BY TRUSTEE AND LENDER

The Property (or a portion thereof) described in the foregoing Amendment (and the Declaration which it amends) is encumbered by a Deed of Trust from King's Crossing Partners LLC/Tokaz to Nancy Foster ("Trustee") and Park Sterling Bank ("Lender") dated 9/6/2013 and recorded 9/6/2013 in Book 28681, Page 82-88 in the Office of the Register of Deeds of Mecklenburg County (the "Deed of Trust"). Trustee and Lender hereby join in the execution of this Amendment for the purpose of consenting to the terms set forth in the Amendment (and the Declaration which it amends) and for the purpose of subjecting and subordinating their interests in the Property described herein to the terms of the Declaration, as amended by this Amendment.

Except as modified herein, the terms of the Deed of Trust are hereby reaffirmed.

[_____] , Trustee

By: Nancy Foster
Name: Nancy Foster
Title: EVP

[_____] , Lender

By: Nikhil Patel
Name: Nikhil Patel
Title: VP

*State of North Carolina
Mecklenburg County*

*I Certify that the following person personally appeared before me this day, each acknowledging to me that she signed the foregoing document:
Nancy Foster*

July 29th 2014



*Linda S McCall, Notary Public
Linda S McCall*

My commission expires 3/3/2019

STATE OF North Carolina

Mecklenburg COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Nancy Foster (Print name of person executing document).

Date: 7-29-14

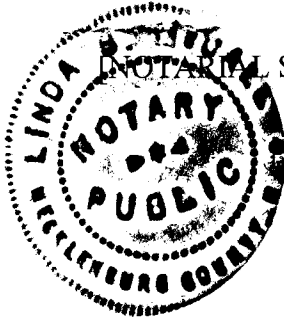
[Official Seal]

Linda S McCall
Notary Public

Print Name: Linda S McCall

My commission expires: 3/3/2019

My commission expires: _____



[NOTARIAL SEAL]

JOINDER AND CONSENT BY TRUSTEE AND LENDER

The Property (or a portion thereof) described in the foregoing Amendment (and the Declaration which it amends) is encumbered by a Deed of Trust from King's Crossing Partners LLC/et al to Amy Foster ("Trustee") and Park Skiing Area ("Lender") dated 8/9/14 and recorded 9/6/2013 in Book 28681, Page 862-88 in the Office of the Register of Deeds of Mecklenburg County (the "Deed of Trust"). Trustee and Lender hereby join in the execution of this Amendment for the purpose of consenting to the terms set forth in the Amendment (and the Declaration which it amends) and for the purpose of subjecting and subordinating their interests in the Property described herein to the terms of the Declaration, as amended by this Amendment.

Except as modified herein, the terms of the Deed of Trust are hereby reaffirmed.

[_____], Trustee

By: _____
Name: _____
Title: _____

[_____], Lender

By: Nikki Patel
Name: NIKITA PATEL
Title: VP

STATE OF North Carolina
Mecklenburg COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:
Nikki Patel (Print name of person executing document).

Date: 8.11.14

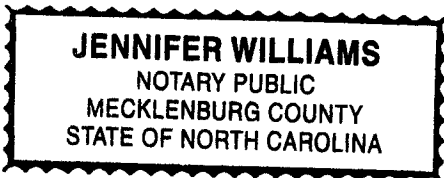
[Official Seal]

Jennifer Williams
Notary Public
Print Name: Jennifer Williams

My commission expires: 10.22.18

[NOTARIAL SEAL]

My commission expires: _____



JOINDER AND CONSENT BY TRUSTEE AND LENDER

The Property (or a portion thereof) described in the foregoing Amendment (and the Declaration which it amends) is encumbered by a Deed of Trust from Waiting Room I, LLC to TRSTE, Inc. ("Trustee") and Wells Fargo Bank ("Lender") dated July 30, 2007 and recorded Aug. 16, 2007 in Book 22615, Page 628-637 in the Office of the Register of Deeds of Mecklenburg County (the "Deed of Trust"). Trustee and Lender hereby join in the execution of this Amendment for the purpose of consenting to the terms set forth in the Amendment (and the Declaration which it amends) and for the purpose of subjecting and subordinating their interests in the Property described herein to the terms of the Declaration, as amended by this Amendment.

Except as modified herein, the terms of the Deed of Trust are hereby reaffirmed.

TRSTE, Inc.
[], Trustee

By: Cameron Uher
Name: Cameron Uher
Title: Vice President

Wells Fargo
[Bank, NA], Lender

By: Jenise L. Tate
Name: Jenise L. Tate
Title: Vice President

STATE OF North Carolina
mecklenburg COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Cameron Uher (Print name of person executing document).

Date: 8/7/14

[Official Seal]

Stacy Schaubert
Notary Public
Print Name: Stacy Schaubert

My commission expires: June 23, 2015

My commission expires: June 23, 2015

[NOTARIAL SEAL]
Stacy Schaubert
NOTARY PUBLIC
Mecklenburg County, NC
My Commission Expires June 23, 2015

STATE OF North Carolina
mecklenburg COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Jenise Tate (Print name of person executing document).

Date: 8/7/14

[Official Seal]

Stacy Schaubert
Notary Public

Print Name: Stacy Schaubert

My commission expires: June 23, 2015

My commission expires: June 23, 2015

[NOTARIAL SEAL]

**Stacy Schaubert
NOTARY PUBLIC
Mecklenburg County, NC
My Commission Expires June 23, 2015**

Exhibit A

Further Revised Site Plan

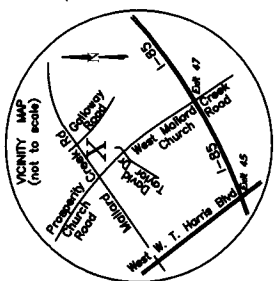
Exhibit A

PRELIMINARY - NOT FOR CONVEYANCES, RECORDATION, OR SALES
FOR ILLUSTRATIVE PURPOSES ONLY

*** CAUTION NOTE ***

THERE MAY BE UTILITIES OTHER THAN THOSE SHOWN.
THE SHOWN UTILITIES ARE NOT TO BE CONSIDERED
NOT SHOWN HEREIN. IT IS THE CONTRACTOR'S
RESPONSIBILITY TO VERIFY THEIR LOCATIONS.

CALL BEFORE YOU DIG
1-800-632-4949



Tax # 029-011-32
High Family Partnership I, L. P.
DB 18077 Pg 832

Tax # 029-016-60
Arbor Hills Homeowners
Association, Inc.
DB 18208 Pg 441
Common Open Space
MB 42 Pg 705

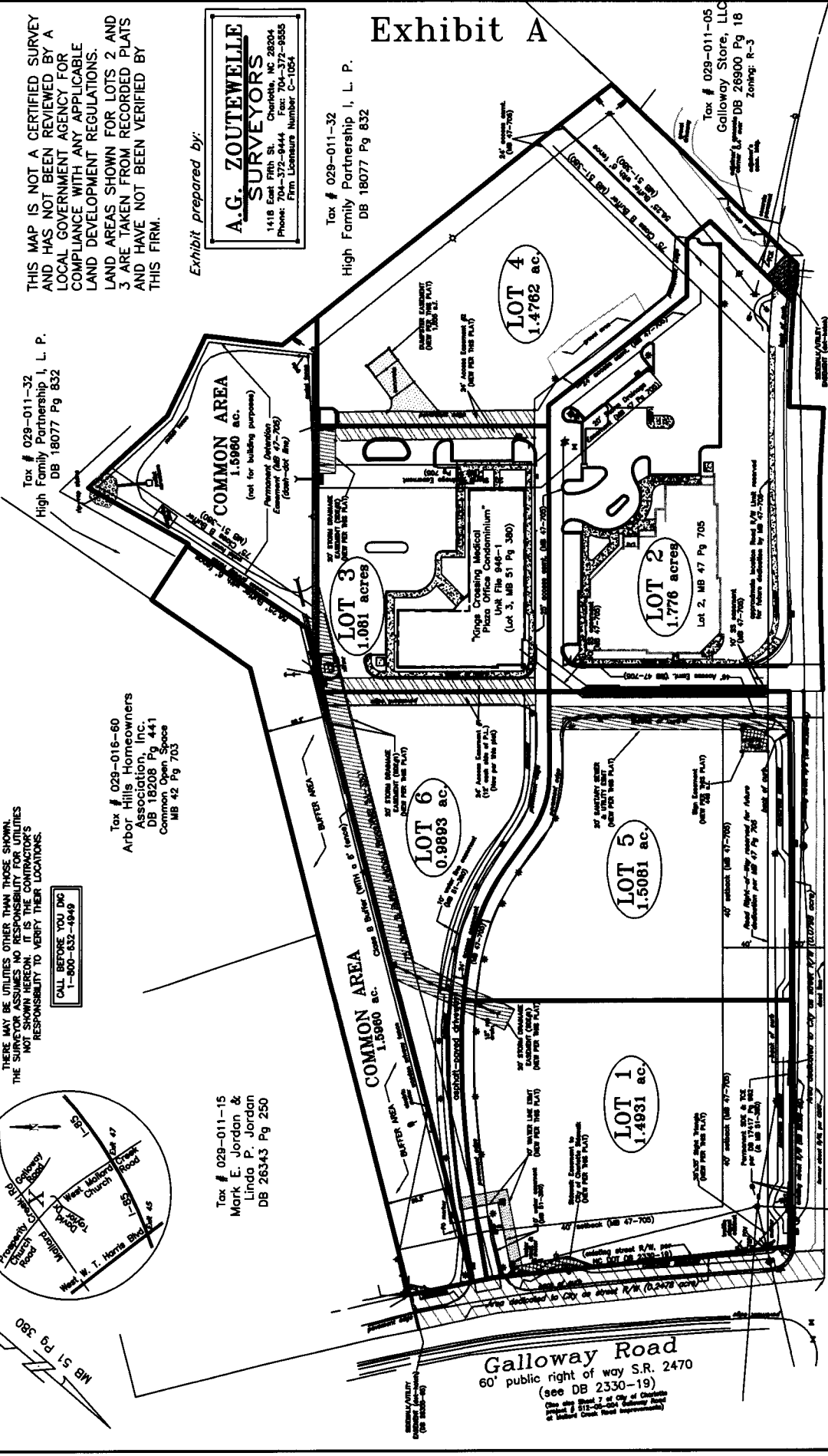
Tax # 029-011-15
Mark E. Jordan &
Linda P. Jordan
DB 26343 Pg 250

**A.G. ZOUTEWELLE
SURVEYORS**
1418 East Fifth St. Charlotte, NC 28204
Phone: 704-372-9444 Fax: 704-372-9555
Firm License Number C-1054

Exhibit prepared by:

Tax # 029-011-32
High Family Partnership I, L. P.
DB 18077 Pg 832

Exhibit A



Tax # 029-011-05
Galloway Store, LLC
DB 26900 Pg 18
Zoning: R-3

60' public right of way (S.R. 2487)
60' public right of way (DB 14028-81) S.R. 2487

Mallard Creek Road

Class III Major Thoroughfare (100-foot proposed R/W per Section 12.103)

Galloway Road
60' public right of way S.R. 2470
(see DB 2330-19)

Exhibit Sketch of: **Kings Crossing**
Charlotte, Mecklenburg County, N.C.