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J. LEE WARREN JR.  
REGISTER OF DEEDS  
CUMBERLAND CO., N.C.

AMENDMENT TO RESTRICTIVE COVENANTS OF  
McKINLEY RESERVE SUBDIVISION  
SECTION ONE

Return to / Prepared by: Rebecca F. Person

KAMENBURY DEVELOPMENT, LLC, a North Carolina limited liability company, as

Developer, as the owner of one or more lots in the McKinley Reserve Subdivision, hereby amends the Restrictive Covenants of McKinley Reserve Subdivision Section One as recorded in Book 6558, Page 401 (the "Declaration") as follows:

- 1. Article IV, Section 5 is deleted and in lieu thereof the following is replaced:

Section 5. Minimum Size of Each Dwelling. No dwelling shall be erected or allowed to remain on any of the said lots which shall have a market value at the time of erection of less than Three Hundred Thousand and no/100 (\$300,000.00) Dollars or contain a heated-area living space of less than two thousand seven hundred (2,700) square feet. Heated-area living space shall mean the ordinary living space in a house which is designed and structured so as to be capable of being heated for regular living use in cold weather. In the computation of floor space, furnace room areas, garages, carports, and porches shall not be counted. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purposes, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any building lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building lot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Developer shall require, including, if so required, plans for

the grading and landscaping of the building lot showing any changes proposed to be made in the elevation of surface contours of the land, have been submitted to and approved in writing by the Developer and/or Architectural Committee and until a copy of all such plans and specifications, as finally approved by the Developer and/or Architectural Committee have been lodged permanently with the Developer. The Developer and/or Architectural Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Developer of said land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Developer may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built to the building lot upon which it proposes to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. In the event the Developer fails to approve or disapprove such building plans and specifications within thirty (30) days after the same have been submitted to it as required above, or the foundation of the building has been completed and approved by the local building inspection department, the approval of the Developer shall be presumed and the provisions of this paragraph shall be deemed to have been complied with. However, no residence or other building, structure or improvements which violates any of the covenants and restriction herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a lot.

- 2. Except as specifically amended, all terms and conditions of the Declaration, as amended, remain in full force and effect and are incorporated herein by reference to this Amendment.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed the date and year first above written.

KAMENBURY DEVELOPMENT, LLC

By: Terry A. Bill  
Terry A. Bill  
Member/Manager

By: William Dale Bill  
William Dale Bill  
Member/Manager

By: Debra B. McDuffie  
Debra B. McDuffie  
Member/Manager

By: Darrell Ray Bill  
Darrell Ray Bill  
Member/Manager

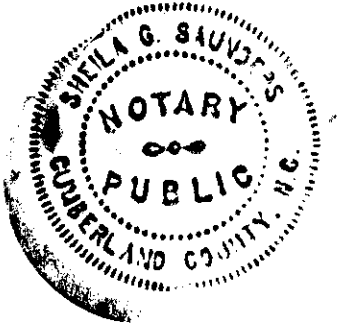
NORTH CAROLINA  
CUMBERLAND COUNTY

I, Sheila G. Saunders, a Notary Public for said County and State, do hereby certify that Terry A. Bill, William Dale Bill, Debra B. McDuffie and Darrell Ray Bill, Member/Managers of KAMENBURY DEVELOPMENT, LLC, personally appeared before me and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 13<sup>th</sup> day of April, 2005.

Sheila G. Saunders  
Notary Public

My commission expires: 5-17-09



The foregoing Certificate(s) of Sheila G. Saunders

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By J. Lee Warren, Jr. REGISTER OF DEEDS FOR CUMBERLAND COUNTY,  
Petronia Archels Deputy/Assistant - Register of Deeds