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J. LEE WARREN, JR.
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SUPPLEMENTAL AND AMENDED DECLARATION OF COVENANTS
FOR
McKINLEY RESERVE, SECTIONS ONE AND TWO

Prepared by/return to (box):
Rebecca F. Person
2401 Robeson St.
Fayetteville, NC 28305

THIS SUPPLEMENTAL AND AMENDED DECLARATION OF COVENANTS (this "Amendment") is made and entered into this 17 day of October, 2014 by KAMENBURY DEVELOPMENT, LLC, , a North Carolina limited liability company, hereinafter referred to as "Developer":

WITNESSETH:

Developer executed and caused to be recorded (i) Restrictive Covenants of McKinley Reserve Subdivision, Section One in Book 6558, Page 401, Cumberland County, NC, Registry; (ii) Amendment to Restrictive Covenants of McKinley Reserve Subdivision Section One recorded in Book 6848, Page 554, of the aforesaid Registry; (iii) Supplemental Declaration to Restrictive Covenants of McKinley Reserve, Section One For Section Two and Amendment recorded in Book 7236, Page 351; and (iv) Supplemental and Amended Declaration of Covenants for McKinley Reserve, Sections and and Two recorded in Book 8947, Page 471, aforesaid Registry (hereinafter collectively the "Declaration"), the terms of which are incorporated herein by this reference. Developer owns all of the unsold lots in McKinley Reserve, Sections One and Two and desires to amend the provisions of Article IV, Section 5 of the Declaration.

NOW, THEREFORE, in consideration of the premises, Developer hereby expressly declares that the Declaration shall be supplemented and amended as follows:

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

Section 5. Minimum Size of Each Dwelling; Building Plan Approval. No dwelling shall be erected or allowed to remain on any of the said lots which shall 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 WHERE, Developer has hereunto set its hand and seal.

KAMENBURY DEVELOPMENT, LLC

By: Darrell Ray Bill (SEAL)
Name: Darrell Ray Bill
Title: Manager

NORTH CAROLINA
CUMBERLAND COUNTY

I certify that the following person(s) personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: Darrell Ray Bell

Date: 10/17/14

Terry L. Carter
Notary Public

Terry L. Carter
Printed or Typed Name of Notary Public

My commission expires: April 5, 2016

(N.P. SEAL)