

For Registration Register of Deeds

Judy D. Martin

Moore County, NC

Electronically Recorded

January 28, 2022 1:10:03 PM

Book: 5787 Page: 310 - 311 #Pages: 2

Fee: \$26.00 NC Rev Stamp: \$0.00

Instrument# 2022001672

Prepared by & return to: Sandhills Law Group, Clark H. Campbell

STATE OF NORTH CAROLINA

**AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR FOX GROVE**

COUNTY OF MOORE

THIS AMENMENT AND RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS (the "Amendment") is made this 27th day of January 2022, by and between Fox Grove, LLC, a North Carolina limited liability company hereinafter called "Declarant". The designation Declarant as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

W I T N E S E T H:

WHEREAS, Declarant recorded a Declaration of Covenants, Conditions, Easements, Restrictions, Charges, Liens and Reservations for Fox Grove in Book 4984 at page 221 of the Moore County Registry (the "Declaration"); and

WHEREAS, This Amendment is intended to only amend the Declaration as referenced herein; and

NOW, THEREFORE, Declarant hereby amends Article 12, Maintenance/Repair, Section 12.1 of the Declaration for Fox Grove, recorded in Book 4984 at page 221, by replacing Section 12.1 in its entirety with the following:

13.1 Residence Units. Each Owner, at his own expense, shall keep all of his Homesite and Residence Unit and all exterior walls, roofs, equipment and fixtures therein, landscaping, water, storm drainage, sanitary sewer and other utility lines serving only his Residence Unit in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for all redecorating and painting necessary to preserve or maintain the good condition and appearance of the Residence Unit, the patios, terraces, balconies, verandas and storage facilities, if any, and all other improvements and landscaping located on the Homesite. Each Owner shall also be responsible for maintaining the part of the right of way immediately in front of their Homesite up and to the edge of the pavement, and on any easements of record on their Homesite, including, but not limited to basic lawn maintenance. Each Owner shall also be responsible for all damages to any Residence Unit or any of the Common Elements, which may result from the neglect, negligence, misuse or misconduct of such Owner, Members of his family, his or their guests, employees, agents, invitees or tenants, and the cost of repair of any such damage shall be charged to such Owner and shall be due and payable as provided in Article 6 hereof.

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submitted electronically by "Sandhills Law Group"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Moore County Register of Deeds.

IN WITNESS WHEREOF, the said parties hereto have hereunto set his/her/their hand and seal, or if Corporate, has caused this instrument to be signed in its Corporate name in the ordinary course of business by its duly authorized officer, pursuant to authorization from the Board of Directors, or if Limited Liability Company (Company), in its Company name in the ordinary course of business by its duly authorized manager, pursuant to authorization from its members, the day and year first above written.

IN TESTIMONY WHEREOF, the Declarant has caused this document to be executed this the 27 day of January 2022.

DECLARANT: Fox Grove, LLC

BY: [Signature] (SEAL)
Colin S. Webster
ITS: Manager

NORTH CAROLINA
COUNTY of MOORE, to wit:

I certify that the following person(s) personally appeared before me this day, and each acknowledged to me that he or she signed the foregoing document in the capacity indicated: Colin S. Webster, Manager of Fox Grove, LLC.

Date: January 27, 2022.

[Signature]
Notary Public



My commission expires: FEB. 03, 2026