

FOR REGISTRATION REGISTER OF DEEDS  
 Judy D. Martin  
 Moore County, NC  
 February 25, 2010 03:46:02 PM  
 Book 3691 Page 588-590  
 FEE: \$20.00  
 INSTRUMENT # 2010002452

H/M



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Prepared By/Return To:  
 The Real Estate Law Firm  
 P.O. Drawer 53515  
 Fayetteville, NC 28305

NORTH CAROLINA  
 MOORE COUNTY

AMENDMENT TO RESTRICTIVE  
 COVENANTS: SINCLAIR,  
 SECTION ONE

THIS DECLARATION, made this 22nd day of February, 2010, by H & H INVESTMENTS, INC., a North Carolina corporation, hereinafter referred to as "Developer" and all present and future owners of lots in SINCLAIR, SECTION ONE, as shown on the plat of the same duly recorded in Plat Book 14, Pages 376, Moore County, North Carolina, Registry, as revised in Plat Book 14, Page 687, Moore County, North Carolina, Registry.

WITNESSETH:

WHEREAS, Developer heretofore has caused to be recorded certain restrictive covenants for the subdivision known as SINCLAIR, SECTION ONE, said restrictive covenants having been recorded in Book 3450, Pages 461-467, Moore County, North Carolina; and

WHEREAS, pursuant to Article X, Section 2 of said restrictive covenants, the Developer may amend said restrictions so long as Developer owns at least 75% of the lots in the subdivision, and the Developer now does in fact own 75% of such lots in the said subdivision; and

WHEREAS, the Developer desires to amend the covenants as hereinafter set forth;

NOW, THEREFORE, the restrictive covenants for SINCLAIR, SECTION ONE, as shown on the plat of the same duly recorded in Plat Book 14, Pages 376, Moore County, North Carolina, Registry, as revised in Plat Book 14, Page 687, Moore County, North Carolina, Registry. are hereby amended as follows:

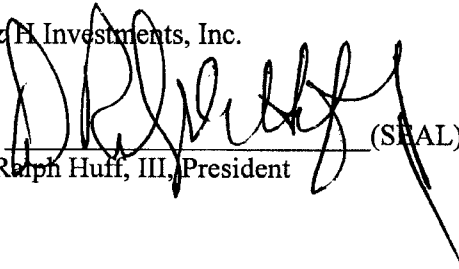
- 1. By adding in Article III, UTILITIES AND UTILITY AND DRAINAGE EASEMENTS, a third section to read as follows:

Section 3. As shown on the recorded plat for the subdivision, some lots in the subdivision utilize off site sewer disposal drain field areas that are not a part of a specific lot, designated "Off Site Sewer Disposal Lots" on the recorded plat. No buildings, paved paths or vehicular roads shall be allowed on these areas. No reshaping of the landscape in these areas is allowed. Existing drainage patterns shall be maintained. No trees or shrubs shall be planted in these areas. Any disturbance to these areas beyond mowing shall be subject to approval by the Moore County Health Department. The surface areas of these Off Site Sewer Disposal Lots shall be maintained by the Association, mowed at least annually. Maintenance of the underlying drain fields shall be the responsibility of the Owner of the lot or lots serviced by each Off Site Sewer Disposal Lot, unless such maintenance is caused by an act or omission by the Association, in which case the Association shall be responsible for resulting damage and remedial work.

- 2. Except as herein specifically amended, all other terms of the stated covenants shall remain in full force and effect..

IN WITNESS WHEREOF, H & H Investments, Inc., the Developer herein, has caused this Declaration to be signed in its name the day and year first above written.

H & H Investments, Inc.

By:  (SEAL)  
 D. Ralph Huff, III, President

State of North Carolina  
County of Cumberland

I, the undersigned notary public for the <sup>Harnett</sup> ~~above stated~~ county and state, <sup>said</sup> do hereby that D. Ralph Huff III personally appeared before me this date and, being first duly sworn, acknowledged that he is the president of H & H Investments, Inc., a North

Carolina corporation, and that by authority duly given, and as the act of the corporation, he executed the foregoing instrument in the company name as its act and deed for the purposes therein stated.

Witness my hand and notarial stamp or seal this 24<sup>th</sup> day of February, 2010.

Karen L Owens  
Notary Public

My commission expires: April 02, 2011

