

For Registration Register of Deeds
Judy D. Martin

Moore County, NC

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Book: 5325 Page: 390 - 391 #Pages: 2

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Instrument # 2020007998

MAIL AFTER RECORDING TO: J. Scott Flowers
P.O. Box 2505
Fayetteville, NC 28302

THIS INSTRUMENT WAS
PREPARED BY: J. Scott Flowers
Hutchens Law Firm

STATE OF NORTH CAROLINA

COUNTY OF MOORE

**FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS AND
EASEMENTS FOR COTTAGES AT EAGLE POINT**

(AT MID SOUTH CLUB)

THIS FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS FOR COTTAGES AT EAGLE POINT (AT MID SOUTH CLUB), is made and entered into this the 12th day of May, 2020, by McKee Homes LLC, a Delaware limited liability company (hereinafter referred to as "Declarant") for the purpose of amending the Declaration of Restrictive Covenants and Easements for Cottages at Eagle Point (at Mid South Club) recorded in Book 4997, Page 7 of the Moore County Registry (the "Covenants").

WITNESSETH

WHEREAS, Declarant owns lots within the Cottages at Eagle Point and, pursuant to Article XI, Section 2, of the Covenants, has the unilateral authority to amend the Covenants; and,

WHEREAS, Declarant desires to amend the Covenants in order to create an additional assessment for landscape maintenance within the Cottages at Eagle Point.

NOW, THEREFORE, Declarant hereby amends the Covenants and declares that the property described therein shall be held, sold, conveyed, given, transferred, leased, occupied, and used subject to the Covenants and this First Amendment as follows:

Section 5 of Article IX COVENANTS FOR MAINTENANCE ASSESSMENTS shall be rewritten to read as follows:

Section 5. Upon the first sale of each Lot in Cottages at Eagle Point after the issuance of a certificate of occupancy for the residential dwelling constructed thereof, a working capital contribution of two (2) months of regular assessments shall be collected from the purchaser at the close of such sale to help capitalize the Association (the "Continuing Working Capital Contribution"). Notwithstanding anything to the contrary herein, it is the intent of this paragraph that the Continuing Working Capital Contribution provided for herein shall only be paid by the first Owner of a Lot, other than the Declarant or any builder, after a residential dwelling constructed thereon has been issued a certificate of occupancy by the appropriate governmental entity, and such fee shall not be binding or enforceable at law or equity against any subsequent Owner or mortgagee. In addition, upon the sale of each Lot in Cottages at Eagle Point during the calendar year 2020, a

Submitted electronically by "Hutchens Law Firm LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Moore County Register of Deeds.

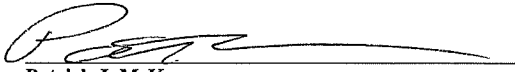
working capital contribution of Twelve Hundred and 00/100 Dollars (\$1,200.00) shall be collected from the purchaser at the close of such sale to help capitalize the Association and provide for the increased landscape maintenance costs of the Association (the "2020 Working Capital Contribution"). Notwithstanding any to the contrary herein, it is the intent of this paragraph that the 2020 Working Capital Contribution will be effective from the date this Amendment is executed and recorded through 11:59 PM on December 31, 2020, at which time the 2020 Working Capital Contribution shall expire and shall not be binding or enforceable at law or equity against any future Owner or mortgagee. The Continuing Working Capital Contribution and 2020 Working Capital Contribution shall each be a specific assessment against the Lot and shall be in addition to, and not in lieu, of the base assessment.

All other terms of the Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant executes this First Amendment to the Declaration of Restrictive Covenants and Easements for Cottages at Eagle Point (at Mid South Club) this the 12th day of May, 2020.

Declarant:

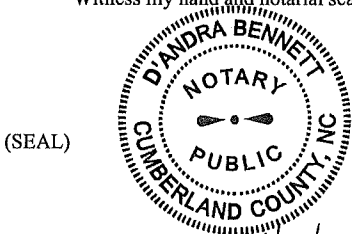
MCKEE HOMES LLC


By: Patrick J. McKee
Its: Member/Manager


STATE OF North Carolina
COUNTY OF Cumberland

The undersigned, a Notary Public in and for said county and state, does hereby certify that Patrick J. McKee personally appeared before me this day and acknowledge the due execution of the foregoing document in his capacity as Member/Manager of McKee Homes LLC. I have personal knowledge of the identity of the principal OR I have been provided satisfactory evidence of the identity of the principal by proof of a driver's license.

Witness my hand and notarial seal, this the 12th day of May, 2020.



D'Andra Bennett
Notary Public printed name


Notary Public signature

My Commission expires: 8/20/2023