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CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS
FILED Aug 31, 2011
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START PAGE 0246
END PAGE 0250
INSTRUMENT # 28386
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EXCISE TAX (None)
RT

Prepared By and Return To:
L. Holden Reaves, Esq.
Reaves Law, PLLC
PO Box 53187
Fayetteville, NC 28305

**EIGHTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE COTTAGES AT NORTH RAMSEY**

**THIS EIGHTH AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COTTAGES AT
NORTH RAMSEY** (this "Amendment") is made and entered into, as of the date set
forth in the below notary acknowledgment, by **McKee Homes LLC**, a Delaware limited
liability company (the "Declarant").

WITNESSETH:

WHEREAS, Transferor is the named "Declarant" (by transfer of Declarant rights) in that certain Declaration of Covenants, Conditions and Restrictions for The Cottages at North Ramsey recorded in Book 7875, Page 811, as amended by First Amendment recorded in Book 7975, Page 621, as amended by Second Amendment recorded in Book 7991, Page 268, as amended by Third Amendment recorded in Book 8090, Page 899, as amended by Fourth Amendment recorded in Book 8208, Page 803, as amended by Fifth Amendment recorded in Book 8343, Page 70, as amended by Sixth Amendment recorded in Book 8420, Page 429, as amended by Transfer of Declarant Rights recorded in Book 8487, Page 537, as amended by Seventh Amendment recorded in Book 8574, Page 820, all aforesaid Registry (as amended, the "Declaration");

WHEREAS, pursuant to Section 9 of the Declaration, the Declarant has the unilateral right and option, to be exercised in its sole discretion, to submit all or any portion of the Additional Property (as described in the Declaration) to the terms of the

Declaration, by adopting and recording an amendment to the Declaration;

WHEREAS, pursuant to Section 9 of the Declaration, such an amendment does not require the consent of the Owners of Lots in the Property;

WHEREAS, Declarant wishes to exercise its option to submit to the provisions of the Declaration the portion of the Additional Property as is more particularly described on Exhibit A attached hereto, and incorporated herein by reference (hereinafter, the "Submitted Property");

NOW, THEREFORE, the Declarant hereby amends the Declaration in the following respects for the purpose of submitting the Submitting Property to the Declaration and to the jurisdiction of the Association:

1. Declarant hereby declares that the Submitted Property is hereby submitted to and made subject to the Declaration. The Submitted Property shall, from and after the date of recordation of this Amendment, be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of the Declaration, and every grantee of every interest in the Submitted Property, by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance is expressly made subject to the provisions of the Declaration, and whether or not such grantee shall consent thereto in writing, shall take such interest subject to the provisions of the Declaration and shall be deemed to have consented to the same. From and after the filing of this Amendment in the Cumberland County, North Carolina Records, the "Property", as such term is defined by and described in the Declaration, shall include the Submitted Property, and the term "Lot" as used therein shall refer to and include each individual townhome Lot, at such time as each townhome Lot is subdivided out from Submitted Property;
2. Pursuant to Section 5 of the Declaration, each Lot within the Submitted Property, shall be allocated a vote equal in weight to each other Lot in the Property;
3. The Submitted Property shall benefit from any and all easements and other rights as provided in the Declaration; however, the Submitted Property shall be exempt from all assessments (as provided in Section 10 of the Declaration) during the time such Submitted Property is being built-out with residential improvements; however, upon the sale of a townhome Lot to a third-party buyer, once said Lot has been improved with residential improvements, said Lot shall become subject to all such assessment obligations going forward;
4. Except as modified hereinabove, the Declaration shall remain in full force

and effect and shall, from and after the effective date hereof, apply to the Submitted Property. This Amendment shall be effective upon its filing for record in the Public Records of Cumberland County, North Carolina and shall be binding upon and inure to the benefit of all Owners of Lots in the Property and their respective heirs, executors, administrators, legal representatives, successors and assigns. All capitalized terms used herein, which are not expressly defined herein, shall have the meanings attributed to the in the Declaration.

[The Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment as of the date set forth in the below notary acknowledgment

DECLARANT:

MCKEE HOMES LLC

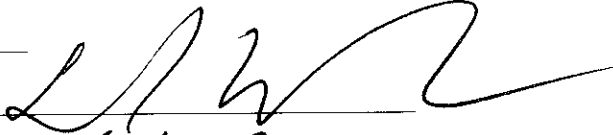
By: 
Patrick J. McKee, Manager

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose stated therein and in the capacity indicated: Patrick J. McKee, as Manager of McKee Homes LLC, a Delaware limited liability company.

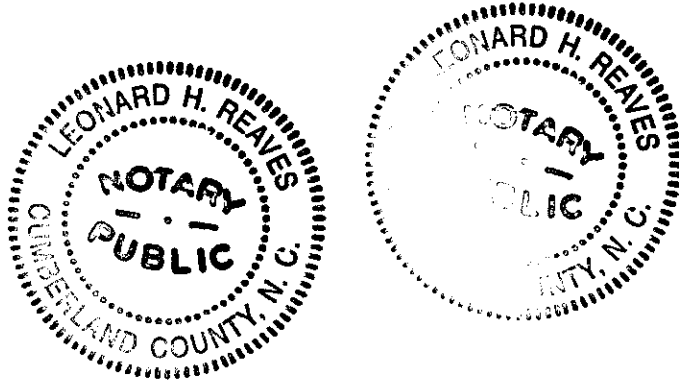
Date: 8-30-11

Official Signature of Notary: 

Notary's Printed Name: Leonard H. Reaves

My commission expires: ~~My Commission Expires August 25, 20~~ 14

[Affix Notary Seal or Stamp]



(N.P. SEAL)

EXHIBIT A

[Submitted Property]

BEING all Lot 8 as shown on that certain plat entitled "Lot 8 Subdivision of the Property of North Ramsey Partners, LLC", said plat having been duly recorded in Plat Book 129, Page 61, Cumberland County, NC Registry.