

FILED  
CUMBERLAND COUNTY NC  
J. LEE WARREN, JR.  
REGISTER OF DEEDS  
FILED Jan 13, 2012  
AT 03:04:00 pm  
BOOK 08808  
START PAGE 0692  
END PAGE 0694  
INSTRUMENT # 01533  
RECORDING \$26.00  
EXCISE TAX (None)  
DJ

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

**NINTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRITIONS  
FOR  
THE COTTAGES AT NORTH RAMSEY**

**THIS NINTH 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,  
as amended by Eighth Amendment recorded in Book 8712, Page 246, all aforesaid  
Registry (as amended, the "Declaration");

WHEREAS, pursuant to Section 15(d) of the Declaration, the Declarant has  
unilateral right to amend the Declaration for any reason; provided, however, any such

amendment does not materially and adversely affect the substantive rights of any Owner;

WHEREAS, Declarant wishes to amend the Declaration to make a technical change to the definition of "limited common areas", for clarification purposes only, and such amendment should not materially and adversely affect the substantive rights of any Owner;

WHEREAS, the Declarant hereby amends the Declaration as follows:

NOW, THEREFORE, pursuant to its rights as set forth in Section 15(d) and elsewhere within the Declaration, Declarant hereby amends the Declaration as follows:

1. Section 1(u) of the Declaration, the definition of "Limited Common Area", is hereby deleted in its entirety, and is replaced with the following new definition (which is more accurate with respect to how the Community has been, and will be, platted):

“(u) “Limited Common Area” shall mean and refer to any portion of the Common Area reserved for the exclusive use of one or more, but less than all, of the Lots. Any such Limited Common Area may, or may not be, identified as Limited Common Area on the recorded plats for the Community; however, any Townhome appurtenances originally installed by the Declarant or the Association, even if not platted as part of a Lot - including, but not limited to, all garages, porches, balconies, accessory structures, decks, overhangs, foundations, extensions and projections therefrom, and private fenced or enclosed areas - are hereby included within the definition of Limited Common Area.

2. 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 word "Declarant" as used herein shall refer to the Declarant and its predecessors.

**[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:**

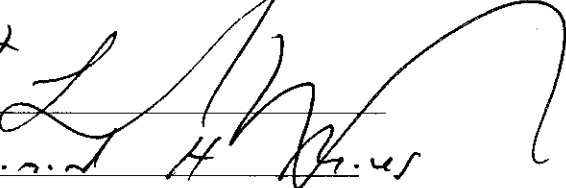

**MCKEE HOMES LLC**

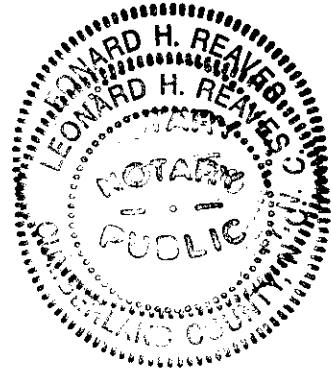
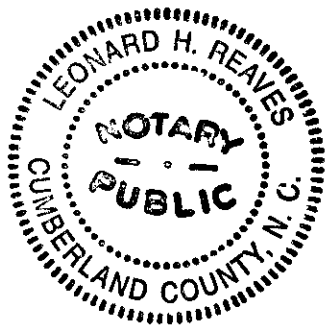
By:   
Patrick J. McKee, Manager

**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: 1-12-2012  
Official Signature of Notary:   
Notary's Printed Name: Leonard H. Reaves  
My commission expires:   
[Affix Notary Seal or Stamp]  
My Commission Expires August 25, 2014



(N.P. SEAL)