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CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS

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PB

Prepared By and Return To:
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Fayetteville, NC 28305

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

**THIS TENTH 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 in Book 8712, Page 246, as amended by Ninth
Amendment in Book 8808, Page 692, 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");

WHEREAS, in addition, 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; and

WHEREAS, Declarant desires to clarify the definition of "Common Area", so that such areas may be better identified on prior plats recorded to date, so as to assure sound marketability of title going forward; and

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. The above recitals are incorporated herein by reference;
2. 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;
3. 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;

4. 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;
5. Section 1(h) of the Declaration, the definition of "Common Area" is hereby restated and replaced with the following new definition (which is more accurate with respect to how the Community has been, and will be, platted):

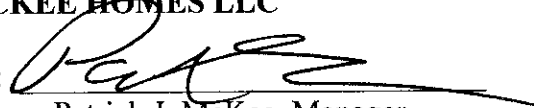
“(h) "Common Area" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners or otherwise made available for the exclusive use and enjoyment of the Owners. Nothing herein shall be construed as to create any obligation for Declarant to convey any property or improvements to the Association. It is specifically noted that any separately platted buffer areas (whether labeled or unlabeled), which immediately surround or which are immediately adjacent to, improved townhome Lots, as shown on any recorded plats of the Community, where Declarant does not desire to construct additional residential improvements for ownership by a third-party buyer, or which may be necessary for vehicular and pedestrian access from any Lot to Nandina Court, shall be deemed as "Common Area" (or "Limited Common Area", as the case may be); also, any platted areas conveyed by the Declarant to the Association shall be deemed as "Common Area" (or "Limited Common Area", as the case may be);
6. 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.

[Signature Page Attached Hereto]

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

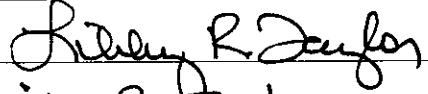
By: 
Patrick J. McKee, Manager

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person personally appeared before me this day, each acknowledging to me that he 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: October 17, 2013

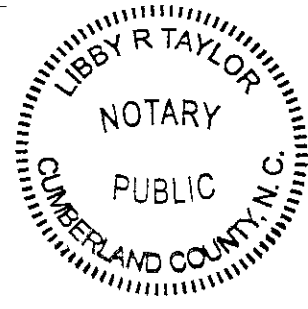
Official Signature of Notary: 

Notary's Printed Name: Libby R. Taylor

My commission expires: 2/2/2018

[Affix Notary Seal or Stamp]

(N.P. SEAL)



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EXHIBIT A

[Submitted Property]

BEING all Lot 4, Lot 4B, and Lot 17, as shown on that certain plat entitled "The Cottages at North Ramsey Phase 14", said plat having been duly recorded in Plat Book 133, Page 111, Cumberland County, NC Registry.