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**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND  
EASEMENTS FOR KINGSBURY RIDGE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND  
EASEMENTS FOR KINGSBURY RIDGE (this "Amendment") is made and entered into  
by Kingsbury Ridge, LLC, a North Carolina limited liability company ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the developer of the Kingsbury Ridge subdivision (the  
"Subdivision");

WHEREAS, Declarant imposed upon the Subdivision certain restrictive  
covenants as set forth in that certain Declaration of Covenants and Easements for  
Kingsbury Ridge recorded in Book 11932, Page 207, Cumberland County, NC Registry  
(together, the "Declaration");

WHEREAS, Declarant continues to own all of the Lots in the Subdivision (and  
the Subdivision remains within the Period of Declarant Control); and

WHEREAS, Declarant desires to modify the Declaration.

NOW, THEREFORE, for and in consideration of the mutual covenants herein  
contained, and other good and valuable consideration, and pursuant to authority set forth  
Article XII, Section 2 of the Declaration (as well as authority as may be found elsewhere  
in the Declaration), the Declarant hereby modifies the Declaration as follows:

1. Article X, Section 3 of the Declaration is amended with respect to Association assessments to be paid by a buyer of an undeveloped Lot upon which the buyer intends to build his or her own house, as follows:

Any buyer of an undeveloped Lot who intends to build his or her own house shall be assessed a one time or initial start-up fee to be determined in the discretion of the Association, which shall be collected upon the purchase of the Lot. Such buyer shall then be exempt from the annual assessment until the earlier to occur of the following: (i) the beginning of the first full month after buyer has completed construction of his or her house upon the Lot (as evidenced by either a certificate of occupancy or actual occupancy thereof); or (ii) the second (2<sup>nd</sup>) anniversary of the buyer's purchase of the Lot.

2. Except as specifically amended by this Amendment, the Declaration remains unchanged and in full force and effect, and the undersigned by its execution hereof hereby ratifies, affirms and approves the Declaration, as specifically amended hereby. All capitalized terms in this Amendment that are not defined herein shall have the same meanings given to them in the Declaration.

**[The Remainder of This Page Intentionally Left Blank;  
Signature Page Attached Hereto]**

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

**DECLARANT:**

**KINGSBURY RIDGE, LLC**

By: [Signature]  
D. Ralph Huff, III  
Manager

**STATE OF NORTH CAROLINA**

**COUNTY OF Cumberland**

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: D. Ralph Huff, III in his capacity as Manager of Kingsbury Ridge, LLC, a North Carolina limited liability company.

Date: April 9, 2024

Official Signature of Notary: [Signature]

Notary's Printed Name: Amy Jarman

My commission expires: 7/4/28

[Affix Notary Seal or Stamp]

