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INSTRUMENT # 02699
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MAIL AFTER RECORDING TO: J. Haydon Ellis
P.O. Box 2505
Fayetteville, NC 28302

THIS INSTRUMENT WAS
PREPARED BY: J. Haydon Ellis
Hutchens Law Firm LLP

STATE OF NORTH CAROLINA

COUNTY OF LEE

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR HIGHWAY 78 NORTH SUBDIVISION

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HIGHWAY 78 NORTH SUBDIVISION (this
"Amendment") is made and entered into this the 23 day of April, 2025, by McKee
Homes, LLC, a Delaware limited liability company, hereinafter referred to as "Declarant" or
"Developer."

WITNESSETH:

WHEREAS, Declarant executed and caused to be recorded a certain Declaration of
Protective Covenants for Highway 78 North Subdivision as recorded in Book 1716, Page 190, Lee
County, North Carolina Registry, as subsequently amended by First Amendment recorded in Book
1736, Page 866, supplemental declaration recorded in Book 1766, Page 193, and supplemental
declaration recorded in Book 1792, Page 433, aforesaid Registry (as amended, the "Declaration");
and,

WHEREAS, Pursuant to Article IX, Section 3 of the Declaration, the Declarant has the
authority to amend the Declaration; and,

WHEREAS, Declarant desires to amend the Declaration to alter certain duties and
restrictions therein; and,

WHEREAS, pursuant to the Declaration, Declarant elects to modify and amend the
Declaration as stated below.

NOW, THEREFORE, Declarant hereby amends the Declaration and declares that the
Property shall be held, sold, conveyed, given, transferred, leased, occupied, and used subject to
the Declaration and this Amendment as follows:

Article VI, Section 8 of the Declaration is hereby amended as follows:

Section 8. Working Capital Assessments. Upon the closing of any sale of any Lot by
Declarant to a purchaser, and only upon such initial sale, the Owner shall pay to the Association a

one-time initial capital contribution in the amount of \$750.00 OR some lower reasonable amount which may be set by the Declarant during the Period of Declarant Control, and the Board thereafter. Half of the initial capital contribution shall go towards the reserve fund and half shall go towards working capital. Amounts paid into the working capital fund are not to be considered as advance payment of the Annual or any other assessments. Any working capital funds remaining after the last Lot has been sold by Declarant shall be transferred to and become part of the general funds of the Association, in the discretion of the Board of Directors.

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

IN WITNESS WHEREOF, this Amendment has been executed by the Declarant this the 23 day of April, 2025.

MCKEE HOMES, LLC

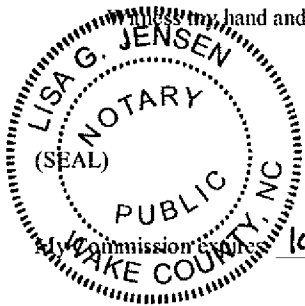
By: [Signature]  
Print Name: Patricia Sloan  
Title: Regional President

STATE OF NC

COUNTY OF Wake

The undersigned, a Notary Public in and for said county and state, does hereby certify that Patricia Sloan, personally appeared before me this day in his/her capacity as Regional President of MCKEE HOMES, LLC, and acknowledged the due execution of the foregoing Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Highway 78 North Subdivision and acknowledged that he/she had authority to sign on behalf of the principal in the capacity indicated above.

Witness my hand and notarial seal, this the 23 day of April, 2025.



Lisa G. Jensen  
Notary Public printed name

[Signature]  
Notary Public signature