

DRAWN BY AND MAIL TO:  
Walter H. Jones, Jr., Attorney  
HOMESLEY, JONES, GAINES,  
HOMESLEY & DUDLEY  
330 S. Main Street  
Mooresville, NC 28115

000771

Book 1171  
Pages 1917 - 1919  
FILED 3 PAGE(S)  
IREDELL COUNTY NC  
11/08/1999 4:16 PM  
BRENDA D. BELL  
Register Of Deeds

NORTH CAROLINA

**AMENDED RESTRICTIVE  
COVENANTS FOR FOX DEN  
COUNTRY CLUB  
PHASE I (APPLICABLE TO  
PLAYERS PARK VILLAS)**

IREDELL COUNTY

THESE COVENANTS, made this \_\_\_\_ day of \_\_\_\_\_, 1999, by FOX DEN DEVELOPMENT COMPANY, L.L.C., a North Carolina Limited Liability Company, with an office in Iredell County, North Carolina (hereinafter referred to as "Declarant").

**WITNESSETH;**

12/3

**WHEREAS**, the Declarant hereby declares that the following described real property located in Iredell County, North Carolina (hereinafter referred to individually as a "Lot" and jointly as the "Lots"), is and shall be held, transferred, sold and conveyed subject to the restrictive covenants hereinafter set forth:

Said real property being all Lots 61-79 and Lots 81-84 of Phase I of Fox Den Country Club Subdivision as is shown on plats recorded in Plat Book 26, Page 112, and as shown on revised plat recorded in Plat Book 27, Page 134, in the office of the Register of Deeds for Iredell County.

**WHEREAS**, the restrictive covenants hereinafter set forth shall run with the Lots and be binding on all parties having any right, title or interest therein, their heirs, successors and assigns and shall ensure to the benefit of each owner thereof, and

**WHEREAS**, the Declarant did record restrictive covenants for Fox Den Country Club Subdivision consisting of a Declaration of Master Covenants, Conditions and Restrictions For Fox Den Country Club recorded in Book 991, Page 1040 (hereinafter referred to as "Declaration"), and Restrictive Covenants For Fox Den Country Club, Phase 1, as recorded in Book 991, Page 1059 as Amended in Book 1005, Page 2127 (hereinafter referred to as "Covenants"), and the Declarant now desires to further amend the aforesaid Declaration and Covenants, all as recorded in the Office of the Iredell County Register of Deeds.

**NOW, THEREFORE**, pursuant to the authority set forth in Article IX, Section 5, of the aforementioned Declaration, the Declarant does herewith amend the said Declaration and Covenants as hereinafter set forth. This amendment is being accomplished in order to establish

requirements pertaining to the above-described property, all in accordance with the original intent of the Declarant.

1 . **PREAMBLE:** In order to accomplish orderly, pleasing and reasonably uniform subdivision development, the Lots are hereby made subject to this amendment to the covenants and restrictions contained herein for the purpose of ensuring the most appropriate development and improvement of each affected Lot, to protect the Owners against such improper use of nearby Lots as would depreciate the value of the property of each, to preserve, insofar as practicable, the natural beauty of the Lots, to secure the erection of attractive homes thereon with appropriate locations thereof on the lots, to secure and maintain proper setbacks between structures, to ensure conformance of the development with the guiding design concept of the Declarant, and in general to provide for a high quality of improvements. As set forth in the aforesaid Declaration and Covenants and in these Covenants, the Declarant or the Architectural Review Committee (hereinafter "ARC")

2. **BUILDING SETBACK LINES:** All of the above-described lots shall observe and comply with the setback requirements from their side lines as hereinafter set forth, and Paragraph 18 of those certain Amended Restrictive Covenants recorded in Book 1005, Page 2127 be and is hereby modified as follows:

- a) There shall be kept open and uncovered by any building or structure a side-yard along each side of the Dwelling Unit on each of the affected Lots; and the minimum width of any such side-yard shall not be less than five (5) feet along the following lot lines:

Lot 61 common line with Lot 60;  
Lot 62 common line with Lot 61;  
Lot 63 common line with Lot 62;  
Lot 64 common line with Lot 65;  
Lot 65 common line with Lot 66;  
Lot 66 common line with Lot 67;  
Lot 67 common line with Lot 68;  
Lot 68 common line with Lot 69;  
Lot 69 common line with Lot 70;  
Lot 70 common line with Lot 71;  
Lot 71 common line with Lot 72;  
Lot 72 common line with Lot 73;  
Lot 73 common line with Lot 72;  
Lot 74 common line with Lot 73;  
Lot 75 common line with Lot 74;  
Lot 76 common line with Lot 75;  
Lot 77 common line with Lot 76;  
Lot 78 common line with Lot 77;  
Lot 79 common line with Lot 78;  
Lot 81 common line with Lot 82;

Lot 82 common line with Lot 83;  
Lot 83 common line with golf cart path;  
Lot 84 common line with Lot 85.

- b) The other sideline of each of the aforesaid Lots is not affected by this Amendment and shall require a side setback of ten (10) feet.
- c) All other provisions of Paragraph 18 shall remain unchanged.

3. PRE-EMINENCE OF AMENDMENT. That all provisions of the aforementioned Declaration and Covenants, except to the extent that they are specifically changed by this Amendment, be and remain in full force and effect unchanged in any respect. In the event of any conflict between the provisions of this Amendment and any plat of the subdivision which sets forth and reflects the above said Lots and the aforementioned Declaration and Covenants, the provisions herein shall control.

**IN WITNESS WHEREOF**, the undersigned **FOX DEN DEVELOPMENT COMPANY, L.L.C.**, being the Declarant herein, has caused this instrument to be executed in its name by its duly authorized officials, all on the day and year first above written.

FOX DEN DEVELOPMENT COMPANY, L.L.C.

By: *Udean Burke*  
Udean Burke, Member/Manager

NORTH CAROLINA

IREDELL COUNTY

I, a Notary Public of the County and State aforesaid certify that UDEAN BURKE personally came before me this day and acknowledged that he is a Member/Manger of FOX DEN DEVELOPMENT COMPANY, L.L.C., a North Carolina limited liability company having its office and place of business in Iredell County, North Carolina, and that by authority duly given, as an act of the company, the foregoing instrument was signed in its name by him.

Witness my hand and official seal, this the 18<sup>th</sup> day of OCTOBER, 1999.

*Betty P. Cooper*  
Notary Public  
My Commission Expires: 11-13-2001

The foregoing Certificate(s) of *Betty P. Cooper*

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By *Brenda D. Bell* REGISTER OF DEEDS FOR Iredell COUNTY  
Deputy / ~~Assistant~~ Register of Deeds.