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Iredell County, NC
Brenda D. Bell Register of Deeds
BK 1572 PG 1745-1747

✓ Prepared by and return to: Walter H. Jones, Jr., P. O. Box 3010, Mooresville, NC 28117

**AMENDMENT TO THE DECLARATION OF MASTER COVENANTS,
CONDITIONS AND RESTRICTIONS FOR FOX DEN COUNTRY CLUB**

THIS AMENDMENT to the Master Covenants, Conditions and Restrictions for Fox Den Country Club ("Amendment") is made the 29th day of July, 2004, 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:

WHEREAS, the Declarant recorded its Declaration of Master Covenants, Conditions and Restrictions for FOX DEN COUNTRY CLUB dated July 17, 1996, which document was recorded July 17, 1996 in Book 991 at Page 1040, Iredell County Registry ("Master Declaration"), and the Declarant recorded its Restrictive Covenants for FOX DEN COUNTRY CLUB dated July 17, 1996, which document was recorded July 17, 1996, in Book 991 at Page 1059 (the "Covenants"), as amended and supplemented by the First Supplemental Declaration of Covenants and Restrictions for Fox Den Phase II dated December 14, 2000, recorded in Book 1234, Page 789, Iredell County Registry (the "First Supplement," together with the Master Declaration and the Covenants, are hereinafter referred to collectively as the "Declaration"); and

WHEREAS, pursuant to the Master Declaration, the Declarant retained the right to amend and modify as set forth in Article IX, Section 5 thereof;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Master Declaration, Declarant does hereby amend the Declaration, as amended or supplemented from time to time, as hereinafter set forth, and said amendment shall run with the title for such property to which it is applicable, and shall be binding upon all persons having any right, title or interest in and to such property, their respective heirs, representatives, successors and assigns.

DEFINITIONS

All terms defined as set forth in the Declaration are incorporated herein by reference. Capitalized terms shall be defined as provided in the Declaration, except as otherwise specifically defined herein.

AMENDMENT OF MASTER DECLARATION

1. **Amendment to Article VI, Section 7.** Article VI, Section 7, entitled "Date of Commencement of Annual Assessment," is hereby amended as follows:

By deleting the last two (2) sentences of the Section and substituting the following therefor:

"An Approved Builder shall be required to pay one-half (1/2) of any assessments which are charged to Class A Members so long as its Lot is unimproved or so long as its Dwelling Unit on its Lot remains unoccupied (so long as a residence is used as a model home by a Builder, it shall be deemed unoccupied). After the occupation thereof, the Builder shall pay assessments in the same manner as any other Class A Owner of a Lot."

2. **Amendment to Article VI, Section 2.** Article VI, Section 2(a) entitled "Purpose of Assessments," is hereby amended as follows:

By adding the following to the end of the last sentence:

"...; provided, however, no monies collected by the Association shall be used for the construction, repair, maintenance or otherwise of the golf course, golf course corridors, cart paths, and other golf facilities, title to which is retained by Declarant as provided in this Declaration."

3. **Amendment to Article VIII, Section 1(a).** Article VIII, Section 1(a) is hereby amended as follows:

By adding the following to the end of the first sentence:

"...(hereinafter, "additional property"); provided, however, that such additional property must lie within a one-half (1/2) mile radius of any boundary of the Existing Property."

4. **Amendment to Article VIII, Section 1(b).** Article VIII, Section 1(b) is hereby amended as follows:

By adding the word "additional" after the word "such" in the third line.

5. **Amendment to Article XI.** Article XI is hereby amended as follows:

By: (a) deleting the last two sentences in their entirety and replacing them with the following:

"Declarant's option to repurchase the Property shall automatically terminate as to a Lot upon the conveyance of such Lot, upon which a Dwelling Unit has been constructed, to a third party homeowner."

By: (b) deleting from the second sentence the phrase "...plus the costs of materials incorporated into the construction of the Dwelling Unit up to the date the 24 month period expires" and replacing such phrase with the following:

"...plus the costs of materials incorporated into and labor directly related to the construction of the Dwelling Unit up to the date the 24 month period expires."

AMENDMENT OF COVENANTS

Amendment to Paragraph 24. Paragraph 24 is hereby amended as follows:

By adding the following phrase to the end of the first sentence:

"...; provided, however, nothing in this Declaration shall prohibit a Builder from placing a construction trailer on any Lot designated therefor by the Declarant."

REMAINING PROVISIONS UNCHANGED

All other terms and provisions of the Declaration will remain unchanged and fully applicable and effective as recorded.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed effective the day and year first above written.

FOX DEN DEVELOPMENT COMPANY, L.L.C.

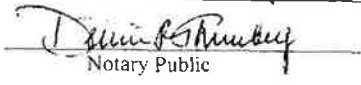
By: 
Udean Burke - Chief Managing Member

STATE OF 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 Chief Managing Member of Fox Den Development Company, L.L.C., a North Carolina limited liability company, and that he, as Chief Managing Member, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official seal, this 29th day of July, 2004.

My Commission Expires: 10/6/2008


Notary Public



The foregoing Certificate(s) of _____
Denise R. Thunberg

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
Joyce R. Bess Deputy/Assistant-Register of Deeds.