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IREDELL COUNTY NC  
**Book 1234**  
**Pages 0789-0791**  
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BRENDA D. BELL  
Register Of Deeds

NORTH CAROLINA  
  
IREDELL COUNTY

**FIRST SUPPLEMENTAL DECLARATION  
OF COVENANTS AND RESTRICTIONS  
FOR FOX DEN PHASE II**

THIS FIRST SUPPLEMENTAL DECLARATION is made this 14th day of December, 2000, 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").

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**WITNESSETH**

**WHEREAS**, the Declarant has filed a Declaration of Master Covenants, Conditions and Restrictions for FOX DEN COUNTRY CLUB dated July 17, 1996, recorded July 17, 1996 in Book 991 at Page 1040, Iredell County Registry (hereinafter the "Master Restrictions"), and the Defendant has filed Restrictive Covenants for FOX DEN COUNTRY CLUB dated July 17, 1996, recorded July 17, 1996 in Book 991 at Page 1059 (hereinafter collectively the "Restrictions");

**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 had intended to extend the application of said Restrictions to additional lots and common areas as phases of the Fox Den Country Club Subdivision were developed and ready for sale and to that end Declarant reserved the right in Article VIII Section 1. subsection (a) of the Master Restrictions to subject additional lots and common areas to the terms of the Master Restrictions.

**WHEREAS**, the Declarant now wishes to extend, with exceptions as provided herein, the application of the Master Restrictions and the Restrictions to the lots and common areas contained in Phase II of the Fox Den Country Club Subdivision as shown on map thereof filed in Map Book 35 at Page 108, and Map Book 37 at Page 60, Iredell County Public Registry (the "Phase II Property").

**NOW, THEREFORE**, the Declarant hereby declares that all of the Phase II Property, with the exceptions hereinafter set forth below, is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters as set forth in the Master Restrictions and Restrictions, which are incorporated herein by this reference. The exceptions to this First Supplemental Declaration are as follows:

- 1) Paragraph 10 of the Restrictions are amended and modified in application to the Phase II Property as follows:
  10. **DWELLING SIZE:** No dwelling shall be erected or allowed to remain on a Lot if the finished floor area of the structure, exclusive of one-story open porches, decks, carports and garages, shall be less than 2,000 heated square feet. No dwelling shall be erected or allowed to remain on a Lot if the enclosed (including screened area) floor area of the first floor shall be less than 1,200 square feet.
- 2) This First Supplemental Declaration shall not apply in any respect to Lot No. EIGHTY-FIVE (85) of FOX DEN COUNTRY CLUB, PHASE II, as the same is platted, planned and recorded in Map Book 35, Page 108 and Map Book 37, Page 60, Iredell County Registry.

This First Supplemental Declaration shall be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the Phase II Property, or any part thereof, and which shall inure to the benefit of each owner thereof. Every party acquiring any Lot or portion thereof or Common Area in the Phase II Property, by acceptance of a deed conveying title thereto or by execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such Lot or Common Area, shall accept such deed or contract subject to each and all of the covenants, restrictions and agreements contained within the Master Restrictions and Restrictions and also subject to the jurisdiction, rights and powers of the Declarant, Fox Den Homeowners Association (the "Association") and their successors and assigns. Each grantee of any Lot or Common Area by accepting the deed or contract thereto, shall for himself, his heirs, administrators, successors and assigns, covenant, consent and agree to and with the Declarant, the Association and the grantees and owners of each of the Lots and Common Areas within the subdivision to keep, observe, comply with and perform said Restrictions and agreements.

**IN WITNESS WHEREOF**, the Declarant herein, has caused this instrument to be duly executed the day and year first above written.

FOX DEN DEVELOPMENT COMPANY, L.L.C.

By:   
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 22nd day of December, 2000.

Holly S. Crawford  
Notary Public



My Commission Expires: 10-07-2004

The foregoing Certificate(s) of Holly S. Crawford

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.

Brenda D. Bell REGISTER OF DEEDS FOR Iredell COUNTY  
By Sally B. Hewitt Deputy/Assistant-Register of Deeds.