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1998 AM 9:41  
9-30-98

Prepared by and return to: F. Stuart Clarke, THORP AND CLARKE  
P.O. Box 670, Fayetteville, NC, 28302

GEORGE E. TATUM  
REGISTER OF DEEDS  
CUMBERLAND COUNTY, N.C.

NORTH CAROLINA  
CUMBERLAND COUNTY  
048794

SECOND AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF SECTION ONE  
REVISED, KENSINGTON VILLAGE

THIS AMENDMENT TO DECLARATION, entered into this the 29<sup>th</sup> day of September, 1998, by FLOYD CONSTRUCTION CO., INC., hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Floyd Construction Co., Inc. (hereinafter Owner) is the owner of more than ninety (90%) percent of the recorded lots in Section One Revised, Kensington Village, recorded in Book of Plats 97, Page 69, Cumberland County, North Carolina Registry; and

WHEREAS, Floyd Construction Co., Inc. is the Declarant of the original Declaration of Covenants, Conditions and Restrictions for Section One Revised, Kensington Village, recorded in Book 4877, Page 190, Cumberland County Registry; and amendment thereto recorded in Book 4904, Page 503, Cumberland County Registry; and

NOW THEREFORE, Owner and Declarant, pursuant to ARTICLE X, GENERAL PROVISIONS, Section 1. Amendment, does hereby amend said Declarations in pertinent part as follows:

ARTICLE III, USE RESTRICTIONS, is amended by adding thereto the following:

"Section 16. Basketball Goals. No basketball goals of any nature, whether stationary or portable, of regulation size or otherwise, shall be allowed in the street or public right of way. Basketball goals shall be allowed in owners' yards or driveways, provided they are properly maintained in good repair and condition.

Section 17. Yard Maintenance. Each owner shall landscape and maintain his yard in a well manicured style, so as to enhance his own as well as his neighbor's homes and lots. Grass should be kept at a reasonably short length, and trees, shrubs and bushes shall be properly pruned and all yards shall be kept free of weeds.

Section 18. Trash and Yard Debris. No trash of any kind, whether household or yard debris shall be placed or allowed to remain on said property, except in proper containers provided by the Town of Hope Mills, placed where trash is normally picked up, and may only be placed there on the evening before the day trash is normally picked up. Each owner shall promptly remove the

18'

trash container from the point of pickup, in no case later than the evening of the day the trash was removed.

Section 19. Mailboxes. No mailbox of any type or nature shall be permitted on the premises, other than the black aluminum precast mailboxes initially provided by the Declarant. In the event the mailbox is destroyed, damaged or falls into disrepair, the owner shall replace the mailbox with one of identical make, type and color."

ARTICLE V, Section 1, Creation of Lien and Personal Obligation of Assessment is amended by adding thereto the following:

"(c) assessments and fines for violations of this declaration of covenants, conditions and restrictions, as to be established, collected and described hereinafter.

The annual and special assessments, and fines and assessments for violation of this declaration of covenants, conditions and restrictions, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title."

ARTICLE V, Section 2, Purpose of Assessments, is amended by deleting said Section 2 in its entirety and substituting therefor the following:

"Section 2. Purpose of Assessments. The assessments levied by the Association shall be for the purpose of maintaining the street lighting including underground low voltage lighting and high voltage spot lights and Christmas tree lights, maintaining the entrance walls and structures, maintaining subdivision signage, maintaining the picket fence, trellis and pavilion, maintaining the landscape easement, maintenance and upkeep of the flora and fauna in the median strip including maintaining any sprinkler systems, maintenance of the gate security guard house and personnel, maintenance of the park, green spaces, and sidewalk, maintenance of all parking lots for use in conjunction with the common areas, and for such other purposes as may be consistent with maintenance of the high character of the development for the benefit of all the owners and protecting the value and desirability of the real property and enhancing of homes and lots."

ARTICLE V, Section 7, Effect of Nonpayment of Assessments, Remedies of the Association.

is amended by deleting said Section 7 in its entirety and substituting therefor the following:

"Section 9. Effect of Nonpayment of Assessments and Fines: Remedies of the Association.

Any assessment or fine not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) per cent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot or common areas."

ARTICLE V is amended by adding thereto the following:

"Section 7. Fines and Assessments for Violations of This Declaration of Covenants, Conditions, and Restrictions, and Aesthetic Rules, Regulations and Decisions of the Aesthetic Committee.

(a) The Declarant, prior to conveyance of all lots in the subdivision, or by an Aesthetic Committee composed of three (3) or more representatives appointed by the Board of Directors after the conveyance of all lots in the subdivision, shall cause to be issued letters of warning to any owners deemed to be in violation of any covenants, conditions or restrictions or Aesthetic Rules, Regulations and Decisions of the Aesthetic Committee.

(b) If the violation or decision is not remedied, a second letter of warning shall be issued to the owner, advising the owner of the date of imposition of the daily fine, as well as the amount thereof, if the violation is not remedied by the imposition date.

(c) Alternatively, in the event an owner neglects or otherwise refuses to remedy any violation of the covenants, conditions or restrictions, or Aesthetic Rules, Regulations and Decisions of the Aesthetic Committee, then and in that event, the Aesthetic Committee may effect such remedy or maintenance and the cost of such remedy or maintenance shall be added to and become a part of the assessment to which such lot is subject pursuant to Article V.

(d) Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum fine or assessment shall be \$10.00 per day per lot in violation, enforceable by lien as set forth in Article V, Section 9.

(e) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum fine or assessment may be increased each year not more than ten (10%) per cent above the assessment for the previous year by a vote of two-thirds of the members

who are voting in person or by proxy at a meeting duly called for this purpose.

(f) The maximum fine or assessment shall not be increased above the foregoing limit without the approval of two-thirds of the members of the Homeowner's Association.

(g) Notwithstanding anything in the foregoing to the contrary, under no circumstances will the Declarant be assessed and pay fines or assessments as provided for herein.

"Section 8. Notice and Quorum for Any Action Authorized under Section 7. Written notice of any meeting called for the purpose of taking any action authorized under Section 7 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty (50%) per cent of all the membership votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE VIII, Exterior Maintenance is amended by deleting it in its entirety and substituting therefor the following:

"The Association shall provide maintenance for the recreation lands, playground equipment, landscape easement, entrance gate, sidewalks, street signs, and stop signs in SECTION ONE REVISED, KENSINGTON VILLAGE, as recorded in Plat Book 97, Page 69, Cumberland County Registry and denoted as "Recreation Land" and "Landscape Easement" on said plat. The cost of such maintenance, repairs and replacements shall be paid for out of the assessments provided for in Article V above. In the event an Owner neglects or otherwise refuses to maintain his or her house and other accoutrements in a state of repair consistent with the beauty and welfare of the remaining area, including but not limited to painting of the exterior, then and in that event, the Architectural Control Board may effect such maintenance, repairs or replacement, and the cost of such maintenance, repairs and replacements shall be added to and become a part of the assessment to which such lot is subject pursuant to Article V."

ARTICLE X, Section 2, Enforcement. is amended by deleting said Section 2 in its entirety and substituting therefor the following:

"Section 2. Enforcement. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for the Homeowners Association or the Aesthetic Committee to enforce these restrictions as agents of the homeowners,

or persons owning real property situated in said development for subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate said covenants and either to prevent him or them from so doing or to recover damages or other dues or for such violation."

ARTICLE XII, Aesthetic Control is added to read as follows:

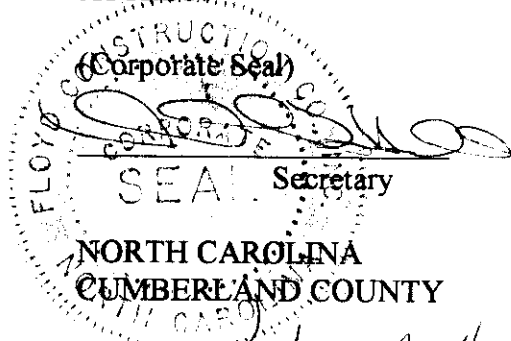
"ARTICLE XII  
AESTHETIC CONTROL

There is herein created an Aesthetic Committee, composed of the Declarant, prior to the conveyance of all lots in the subdivision, composed of three (3) or more representatives appointed by the Board of Directors after the conveyance of all lots in the subdivision. The Aesthetic Committee shall be empowered to oversee all matters of aesthetics in the subdivision, including, but not limited to yard landscaping and maintenance, yard or house decoration, structures and any item placed within a yard or driveway, or upon a house, as well as to oversee violations of these covenants, restrictions and conditions. The Aesthetic Committee may from time to time promulgate Aesthetic Rules and Regulations or may find that an owner has violated the Aesthetic Rules and Regulations, or has violated the spirit of the Rules and Regulations, or the Aesthetic goals and objectives of the subdivision. In such case, the Aesthetic Committee shall have the remedies and follow the procedures set out in Article V, Section 7, above."

IN WITNESS WHEREOF, FLOYD CONSTRUCTION CO., INC., the Declarant and Owner herein has caused this Second Amendment to Declarations to be signed in its corporate name this 29<sup>th</sup> day of September, 1998.

ATTEST:

FLOYD CONSTRUCTION CO., INC., Owner and Declarant



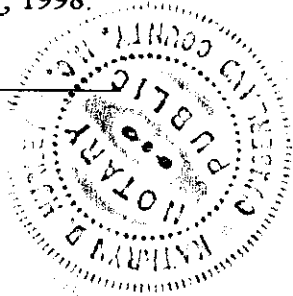
By: Gregory W. Floyd  
Vice President

I, Kathryn B. Hurley, a Notary Public in and for said County and State, do hereby certify that Michael L. Hall personally appeared before me this day and acknowledged that he is the Secretary of FLOYD CONSTRUCTION CO., INC., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.

WITNESS My hand and Notarial Seal, this the 29<sup>th</sup> day of September, 1998.

MY COMMISSION EXPIRES:  
12-1-99

Kathryn B. Hurley  
NOTARY PUBLIC



The foregoing Certificate(s) of Kathryn B. Hurley

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 George E. Tatum REGISTER OF DEEDS FOR CUMBERLAND COUNTY,  
By Bonnie K. Carter Deputy / Assistant - Register of Deeds