

FOR REGISTRATION JUDITH R. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2007 NOV 02 01:59 PM
BK: 23012 PG: 798-805 FEE: \$32.00
INSTRUMENT # 2007223319



Drawn by and return to:
Kimberly E. Fox
19826E North Cove Road
Cornelius, NC 28031

AMENDMENT TO
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
KERNS (AKA KERN'S) MEADOW

This Amendment to Declaration of Covenants, Conditions and Restrictions for Kerns (also known as Kern's) Meadow is made effective this 24th day of October, 2007 to amend that certain Declaration of Covenants, Conditions and Restrictions for Kerns Meadow filed in Book 22367, page 186 of the Mecklenburg County, North Carolina Public Registry ("**Original Declaration**") is by Hecht Properties LLC ("**Declarant**") and W. Scarr Cansler and Julie Cansler (together "**Cansler**"), Robert Murray Cox Jr. and Rebecca Mallory Cox (together "**Cox**") and Thor Colberg and Heather Colberg (together "**Colberg**"). Capitalized terms herein not otherwise defined having the same meaning given them in the Original Declaration.

WHEREAS:

Declarant and Cansler, Cox and Colberg are currently the Owners of all of the Lots and Declarant owns all of the Common Areas or Common Open Space depicted on Map Book 48, page 327; and

The undersigned wish to amend the Original Declaration in certain respects as described herein.

NOW, THEREFORE, in and for good and valuable consideration, the undersigned hereby amend the Original Declaration as follows:

1. Article I, Section 18. "Map": The Map Book number for the Map is hereby corrected to Map Book 48, at page 327, not Map Book 47, at page 327.
2. Article I, Section 29. "Septic Lot(s)" is hereby amended to delete the following: "Lot 7" and to replace the same with the following: "Lots 1, 2, 3, 10, 11 and 12" as the Lots which are "Septic Lots".
3. Article VII, Section 27. Sewage Disposal; Septic Easements. The references to "Lot 7" and "Lot 7-A" used as examples therein are amended to state "Lot 1" and "Lot 1-A", respectively, as examples (since Lot 7 is not a "Septic Lot" – i.e., has no offsite septic drainage or repair area). In addition, in the second full paragraph of Section 27, the words: "Each Septic Easement shall grant..." are hereby replaced with the following: "Each Septic Easement granted and reserved herein hereby grants and reserves...". In the same sentence, the words "shall reserve" are hereby replaced with: "reserves".

In addition, there is hereby appended to the end of the said Section 27 the following:

The Septic Easements granted herein to a Lot Owner and/or made appurtenant to a Lot shall enable the Lot Owner to place, if, as and when needed, such need to be determined by the Lot Owner in his sole discretion, a septic tank and drain field or portions thereof, upon the Septic Easement Area on the applicable Septic Easement Lot and to inspect, maintain, repair and replace the components of said septic tank and drain field at any time and from time to time. If the Septic Easement Area or Septic Easement Lot also includes a connector strip for ingress and egress, the Lot Owner shall have the right to use said connector strip for access as needed. This Easement may not be altered, amended or cancelled without the express written permission of the Mecklenburg County Health Department, which written permission must be part of any document recorded to alter, amend or cancel this Easement. The Septic Easement for a particular Lot shall automatically expire, however, should the Lot Owner ever hook up the improvement or structure located or to be located on the applicable Lot to a public or community sanitary sewage system but shall otherwise be perpetual.

Each Lot Owner, by acceptance of a deed to a Lot, acknowledges that the Septic Easement Lots and Septic Easement Areas cannot be used and will not be used for any of the following activities or in any of the following ways:

- Grading or filling
- Parking or driving heavy equipment in the area or in any other way compacting the soil in the area.
- Excavating soil from the area

- Placing footings or foundations or engaging in any other construction activity in the area.
- Placing in-ground or above-ground swimming pools in the area
- Placing irrigation systems in the area
- Placing underground utility lines or cables in the area
- Planting trees or gardens in the area
- Removing any large trees in the area unless dead or diseased
- Using the area for the burial of stumps, trash, or any other type of construction material
- Using the area for gravesites
- Diverting the natural flow of water onto the area by way of drainage ditches or diversion ditches or using the area to receive water from any gutter or downspout discharges

This document is not to be recorded until approved by the Mecklenburg County Health Department.

**APPROVED AS TO THE SEPTIC REPAIR AREA REQUIREMENT:
MECKLENBURG COUNTY HEALTH DEPARTMENT**

BY: *Jeremy Michels, R.S.*
Jeremy Michels, R.S.
(print name)

DATE: *10/24/07*

Approval by the Mecklenburg County Health Department does not certify or extend to matters of title. The purchaser of property subject to or affected by this easement is responsible for ascertaining all matters affecting the validity and enforceability of this instrument.

As amended herein, the Original Declaration remains in full force and effect. Executed and effective the date first written above.

[THIS SPACE INTENTIONALLY LEFT BLANK-- EXECUTION PAGE ATTACHED]

DECLARANT: Natalie Gabriel OTHER LOT OWNERS:

HECHT PROPERTIES LLC Natalie Gabriel

W. Scarr Cansler
W. Scarr Cansler

By Robert V. Hecht
Robert V. Hecht, Member/Manager

Julie Cansler
Julie Cansler

Lincoln County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

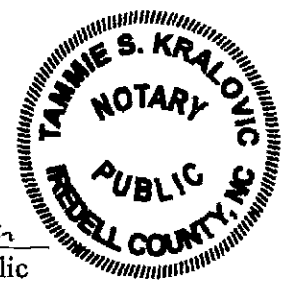
Robert V. Hecht, Member/Manager

Date: August 28, 2007



Official Signature of Notary

Tammie S. Kralovic
Notary=s printed or typed name, Notary Public
Tammie S. Kralovic



My commission expires: December 26, 2011

Stanly County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

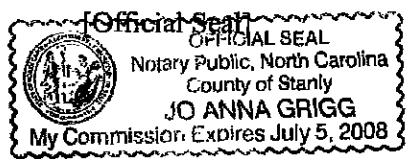
name(s) of principal(s) _____
Julie Cansler
name(s) of principal(s) _____

Date: 9-28-07

Jo Anna Grigg
Official Signature of Notary

Jo Anna Grigg
Notary=s printed or typed name, Notary Public

My commission expires 7-5-2008



Proof by Subscribing Witness

STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

I, Tammie S. Kralovic, a Notary Public of
Fredell County, North Carolina, certify that Natalie Gabriel
(name of subscribing witness) personally appeared before me this day, and being duly
sworn, stated in her presence W. Scarr Conner (name of principal)
(signed the foregoing instrument) (acknowledged the execution of the foregoing
instrument). (Strike out the words not applicable).

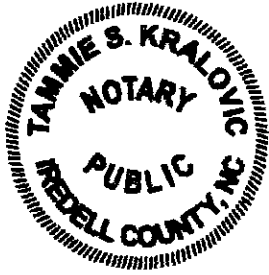
Witness my hand and official seal this the 3 day of October, 2007.

(official seal)

Tammie S. Kralovic

Printed name of Notary Tammie S. Kralovic

My Commission Expires: December 26, 2011



OTHER LOT OWNERS:

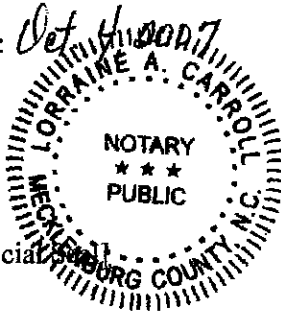
Dated: 10-4-07

Robert M. Cox Jr.
ROBERT MURRAY COX JR.

Rebecca Mallory Cox
REBECCA MALLORY COX

Mecklenburg County, North Carolina

I certify that ROBERT MURRAY COX JR. and REBECCA MURRAY COX personally appeared before me this day, each acknowledging to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Date: Oct 4, 2007

[Official Seal]

Lorraine A. Carroll
Official Signature of Notary

Lorraine A. Carroll
Notary's printed or typed name, Notary Public

My commission expires: Oct. 12, 2008

DECLARANT:

~~HECHT PROPERTIES LLC~~

By ~~Robert V. Hecht, Member/Manager~~

~~_____ County, North Carolina~~

OTHER LOT OWNERS:

Heather Colberg
~~Heather Colberg~~
Thor Colberg
~~Thor Colberg~~

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

~~Robert V. Hecht, Member/Manager~~

Date: _____

Official Signature of Notary

Notary's printed or typed name, Notary Public

[Official Seal]

My commission expires:

Mecklenburg County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Heather Colberg and Thor Colberg
name(s) of principal(s)

Date: 8-31-07

Donna H. Kern

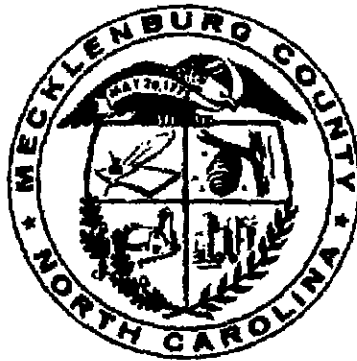
Official Signature of Notary

DONNA H. KERN
NOTARY PUBLIC
MECKLENBURG COUNTY, N.C.
My Commission Expires July 16, 2011

Donna H. Kern
Notary's printed or typed name, Notary Public

[Official Seal]

My commission expire July 16, 2011



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 11/02/2007 01:58 PM
Book: RE 23012 **Page:** 798-805
Document No.: 2007223319
RESTR 8 PGS \$32.00
Recorder: SONIA DAVIS



2007223319