

Preliminary
Subject to change

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 _____ day of August, 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 (**AOriginal Declaration@**) is by Hecht Properties LLC ("Declarant") and W. Scarr Cansler and Julie Cansler (together "Cansler"). Capitalized terms herein not otherwise defined having the same meaning given them in the Original Declaration.

WHEREAS:

Declarant and Cansler 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: _____

DATE: _____

(print name)

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:

OTHER LOT OWNERS:

HECHT PROPERTIES LLC

W. Scarr Cansler

By _____
Robert V. Hecht, Member/Manager

Julie Cansler

_____ 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: _____

Official Signature of Notary

Notary=s printed or typed name, Notary Public

[Official Seal]

My commission expires:

_____ 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:

_____ W. Scarr Cansler _____
name(s) of principal(s)

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

Date: _____

_____ _____
Official Signature of Notary

Notary=s printed or typed name, Notary Public

[Official Seal]

My commission expires