

WAKE COUNTY, NC 271
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/17/2013 AT 13:26:33

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Prepared by and return to:
Tina Frazier Pace
Hatch, Little & Bunn, LLP (Box 80)

NORTH CAROLINA

WAKE COUNTY

**FOURTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE KENWOOD
RESERVE HOMEOWNER'S ASSOCIATION,
INC. AND FOR THE KENWOOD RESERVE
SUBDIVISION**

THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE KENWOOD RESERVE HOMEOWNERS ASSOCIATION, INC. AND FOR THE KENWOOD RESERVE SUBDIVISION, is made this the 16th day of MAY, 2013 by the Teague-Hankins Development Corp., a N.C. corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS the Declaration of Covenants, Conditions and Restrictions for the Kenwood Reserve Homeowners Association, Inc. and for the Kenwood Reserve Subdivision (hereinafter "Covenants"), was recorded in Book 10714, Page 1396, and re-recorded in Bok 10728, Page 1147, in the Wake County Registry (hereinafter "Covenants"); and

WHEREAS the foregoing Covenants were amended by a First Amendment recorded in Book 11630, Page 2004, Wake County Registry; and

WHEREAS the foregoing Covenants were amended by Second Amendment recorded in Book 13165, Page 2771, Wake County Registry; and

WHEREAS the foregoing Covenants were amended by a Third Amendment recorded in Book 13323, Page 613, Wake County Registry; and

WHEREAS Article XII, A of the Covenants provides in part that “For so long as the Declarant, its successors and/or assigns, shall own any “Declarant’s Property”. Declarant, its successors and/or assigns, shall have the right to revoke and/or amend any of the terms and conditions of the Declaration, so long as such revocation and/or amendment is not in violation of the ordinances of the County of Wake, North Carolina. Any such amendment or revocation shall be effective when duly recorded in the Office of the Register of Deeds of the County of Wake, North Carolina”; and

WHEREAS, the Declarant still owns “Declarant’s Property” in the Kenwood Reserve Subdivision and desires to make amendments to the Covenants pursuant to the authority set forth in Article XII, A of the Covenants;

NOW, THEREFORE, in consideration of the foregoing, the Declaration of Covenants, Conditions and Restrictions for the Kenwood Reserve Homeowners Association, Inc. and for the Kenwood Reserve Subdivision is hereby amended as follows:

- 1. By adding the following sentence to the end of Article V, C as follows:**

The Association shall have the right to collect any fines and/or costs, including but not limited to attorneys fees, incurred during the course of the enforcement proceeding. Such fines and/or costs and attorneys fees shall be added to the owners assessment account and collected in the nature of an assessment as set forth in Article VII.
- 2. By adding the following sentence to the end of Article XII, D as follows:**

The Association shall have the right to collect any fines and/or costs, including but not limited to attorneys fees, incurred during the course of the enforcement proceeding. Such fines and/or costs and attorneys fees shall be added to the owners assessment account and collected in the nature of an assessment as set forth in Article VII.
- 3. By deleting Article VIII, A, 18 in its entirety and by inserting the following Section 18:**

Section 18. Fences and Walls. No fence, retaining wall or screening wall shall be erected or permitted to remain on any Lot closer to the front lot line of said Lot than the front of the dwelling erected on said Lot, except that retaining walls may be allowed in such areas with the written approval of the Declarant (during the Declarant Control Period) or the Architectural Review Committee. In the case of a corner Lot where the dwelling faces one street any such fence, retaining wall and/or screening wall to be erected on the side of the Lot facing the other street (the “side street”) shall be erected no

closer to the side street line than that side of the dwelling facing said side street and any such fence, retaining wall and/or screening wall to be erected on the other side of said dwelling shall be no closer to the front lot line of said Lot than the front of the dwelling erected on said Lot, except that retaining walls may be allowed in such areas with the written approval of the Declarant (during the Declarant Control Period) or the Architectural Review Committee. In the case of a corner Lot where the dwelling faces the intersection of the two streets any such fence, retaining wall and/or screening wall shall be erected no closer to either street than the front corners of the dwelling erected on said Lot, except that retaining walls may be allowed in such areas with the written approval of the Declarant (during the Declarant Control Period) or the Architectural Review Committee. Chain link fences and chain link animal pens shall not be erected or permitted to remain on any Lot. All fences and walls to be erected on a lot must be approved in writing by the Declarant or by the Architectural Review Committee should Declarant no longer own any "Declarant's Property". All fences and walls on Lots shall be maintained in good repair and in a clean, attractive manner and, if painted or stained, shall be in a color in harmony with the Subdivision.

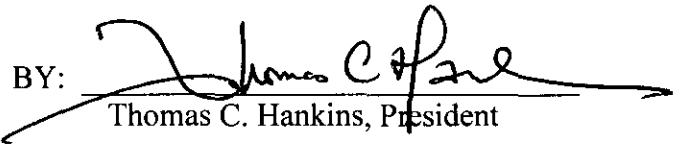
4) That this Amendment shall be effective upon the recordation in the Office of the Register of Deeds of Wake County;

5) That, except as herein provided, the remaining provisions of the Covenants, as amended, are hereby ratified and confirmed in every respect.

IN WITNESS WHEREOF, the Declarant has executed this Fourth Amendment the day and year first above written.

**Teague-Hankins Development Corp.,
A N.C. Corporation**

BY:


Thomas C. Hankins, President

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

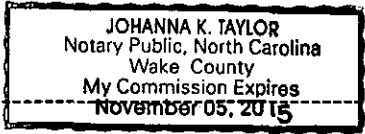
I, a Notary Public of the County and State aforesaid, certify that Thomas C. Hankins personally came before me today and acknowledged that he is the President of Teague-Hankins Development Corp, a N.C. corporation, and that by authority duly given and as the act of said corporation, the foregoing instrument was signed in its name by him as its President, as of the day and year first above written..

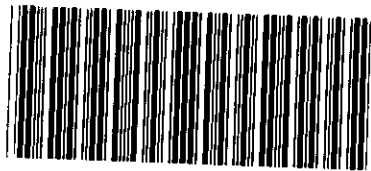
Witness my hand and official stamp or seal, this the 16th day of May, 2012.

Johanna K. Taylor

Notary Public

My Commission Expires: 11/05/2015





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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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