

FILED FOR REGISTRATION
 July 29, 2002 11:22 A.M.
 DATE TIME
 AND RECORDED IN BOOK 430 PAGE 415
 M. BRENT SHOAF, REGISTER OF DEEDS
 DAVIE COUNTY, NC
 BY Martha Smith deputy

Drawn by & return to:
 Donald M. VonCannon
 Allman Spry Leggett & Crumpler, P.A.
 PO Drawer 5129
 Winston-Salem, NC 27113-5129

NORTH CAROLINA)
)
 DAVIE COUNTY)
)
**FIRST AMENDMENT TO DECLARATION
 OF COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR KINDERTON
 VILLAGE RESIDENTIAL HOMEOWNERS
 MASTER ASSOCIATION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KINDERTON VILLAGE RESIDENTIAL HOMEOWNERS MASTER ASSOCIATION, made this 25th day of July, 2002, by ADAMS EGLOFF AVANT PROPERTIES, L.L.C., a North Carolina limited liability company, having its principal office in Forsyth County, North Carolina, hereinafter referred to as the "Declarant";

WITNESSETH:

WHEREAS, Adams Egloff Avant Properties, L.L.C. caused to be recorded in Book 354, Page 354, Davie County Registry, a Declaration of Covenants, hereinafter referred to as the "Declaration", which established certain Restrictions, Covenants and Conditions for the property described therein;

WHEREAS, the Declarant desires to amend the Declaration by permitting the Annual Assessment to be collected on a quarterly basis as well as a monthly or annual basis, and to amend the Use Restrictions in Section 2 of Article VI of the Declaration;

WHEREAS, Section 2 of Article IX of the Declaration provides that the Declaration may be amended by the Declarant so long as the Declarant has the right to subject additional property to the Declaration as provided in Article II of the Declaration; and

WHEREAS, at the time of execution of this Amendment, the Declarant still has the right to subject additional property to the Declaration.

NOW, THEREFORE, the Declarant does hereby amend the Declaration of Covenant, Conditions and Restrictions recorded in Deed Book 354, Page 354, Davie County Registry, as follows:

1. The first sentence of the last full paragraph of Section 1 of Article V of the Declaration shall be amended by deleting the first sentence in its entirety and substituting the following: "The Annual Assessment provided for herein for the Master Association shall be payable in advance on an annual basis by every Sub-Association, unless the Master Association decides by a majority vote to have the assessment payable monthly or quarterly."

2. The third and fourth sentences of paragraph (k) of Section 2 of Article VI (beginning with "Any standard household pets . . ." and ending with ". . . restraining such pets." of the Declaration shall be amended by deleting the said sentences in their entirety and substituting the following: "Any standard household pets which are permitted by this paragraph shall be kept primarily within the residence and/or within a fenced-in area of the rear yard, which fenced-in area shall comprise at least one-half (1/2) of the rear yard portion of the Lot. No such pet shall be restrained by a chain, cage or pen and no such pet shall be allowed to disturb other Owners or be a nuisance to the neighbors."

3. Paragraph (p) of Section 2 of Article VI of the Declaration shall be amended by deleting the words "garbage cans" in the second line of the paragraph and the following sentence added to the paragraph: "Garbage cans do not have to be screened from view so long as the garbage cans are kept within the garage or behind the residence and are not visible from any street. If located behind the residence, the garbage cans and the area around the garbage cans must be kept in a neat and presentable appearance."

4. The third sentence of paragraph (y) of Section 2 of Article VI (beginning with "No vehicle which . . ." and ending with ". . . invitee of the Owner." of the Declaration shall be amended by deleting the said sentence in its entirety and substituting the following: "No vehicle which contains any commercial printing or signs on the vehicle may be parked on a Lot unless it is parked on the driveway of the residence and is the primary vehicle of one of the occupants of the residence."

5. Paragraph (b) of Section 6 of Article VI of the Declaration shall be amended by deleting the said paragraph in its entirety and substituting the following: "If any exterior air-conditioning or heating equipment is visible from any street, it must be screened from public view by a screening material or shrubbery approved by the Committee."

EXCEPT AS AMENDED HEREIN, all other terms and conditions of the aforesaid Declaration shall remain as stated.

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

ADAM EGLOFF AVANT PROPERTIES, L.L.C.
a North Carolina limited liability company

BY: 

Kerry L. Avant, Member

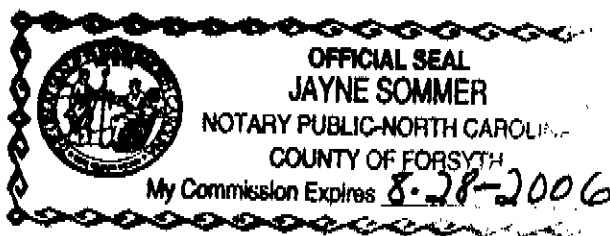
NORTH CAROLINA)
)
COUNTY OF FORSYTH)

I, Jayne Sommer, a Notary Public of Forsyth County, State of North Carolina, do hereby certify that Kerry L. Avant, Member of Adams Egloff Avant Properties, L.L.C., a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal or stamp this the 25th day of July, 2002.

Jayne Sommer
Notary Public

My commission expires: 8-28-2006



STATE OF NORTH CAROLINA, DAVIE COUNTY

The foregoing certificate of Jayne Sommer, Notary Public of Forsyth County is certified to be correct. This the 29th day of July, 2002.

M. BRENT SHOAF, REGISTER OF DEEDS

BY: Martha J. Smith deputy