

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Prepared by and return to: MOORE & ALPHIN, PLLC, 3716 National Drive, Suite 100, Raleigh, NC 27612 (BG)
Note for Register of Deeds: Please index under "Kirkby Lane" and "Kirby Lane" Bj

**FIRST AMENDMENT TO DECLARATION OF COVENANTS
FOR KIRKBY LANE EXTENSION**

This FIRST AMENDMENT to the "Declaration of Covenants for Kirby Lane Extension" (hereinafter "Amendment"), is made this 5 day of October, 2018, by MOORELANDS EXT., LLC, a North Carolina limited liability company (hereinafter "Declarant");

WITNESSETH:

WHEREAS, pursuant to the Declaration of Covenants for Kirby Lane Extension recorded in Book 17254, Page 984, Wake County Registry (the "Declaration"), under to Article XVI, Declarant may unilaterally, and in its sole discretion, amend the Declaration during Development Period; and

WHEREAS, the Development Period has not expired or terminated; and

WHEREAS, capitalized terms used herein, defined in the Declaration and not otherwise defined herein shall have the meanings given them in the Declaration.

NOW, THEREFORE, the undersigned does hereby declare that the Declaration shall be amended as follows:

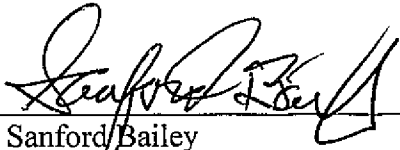
1. The word "Kirby" is hereby replaced with "Kirkby" under the following sections:
 - a. "Type of Instrument" on the cover page of the Declaration;
 - b. In the header of the cover page of the Declaration;

- c. In the header of on Page 1 of the Declaration;
 - d. In the first paragraph on Page 1 of the Declaration;
 - e. Paragraph 4 of the Recitals on Page 1 of the Declaration;
 - f. Article 1, Section (g);
 - g. Article 1, Section (ww);
 - h. Article XXII, Section 9; and
 - i. anywhere else the word “Kirby” may appear in the body of the Declaration.
2. Article I, Section (u), is hereby deleted in its entirety and replaced by the following:
- (u) “Declaration” is defined as this “Declaration of Protective Covenants for Kirkby Lane Extension”, including all amendments to this Declaration adopted in accordance with the terms of this Declarant regarding amendments.
3. Article XIX, Section 1, Subsection (b) that states the following is hereby deleted in its entirety:
- “(b) The provisions of the Wake County UDO prohibiting the issuance of building permits until the North Carolina Department of Transportation has formally accepted any public road improvements or the execution of a maintenance agreement (see Section 8-24 of the Wake County UDO).”
4. Defined Terms; Recitals. All capitalized terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Declaration.
5. Effect of Amendment. The Declaration is hereby modified to the extent set forth herein, but only to the extent set forth herein. All provisions of the Declaration not modified by this Amendment shall remain in full force and effect in accordance with their original terms as set forth in the Declaration. In the event of any conflict or ambiguity between the terms of the Declaration and the terms of this Amendment, the terms of this Second Amendment shall control.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed in legal and binding form, by its duly authorized official, on the date indicated in the acknowledgment of such signature.

Moorelands Ext., LLC,
a North Carolina limited liability company

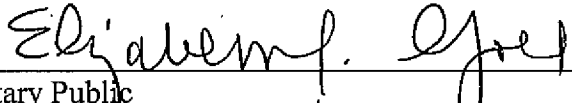
By: 
Name: Sanford Bailey
Title: Manager

Wake County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she signed the foregoing document on behalf of Moorelands Ext., LLC in the capacity indicated: Sanford Bailey.

Date: October 5, 2018

(affix seal or stamp here)


Notary Public
Printed/Typed Name: Elizabeth S. Gold
My Commission Expires: _____

