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Doc ID: D01366900002 Type: CRP
Recorded: 12/30/2005 at 09:59:32 AM
Fee Amt: \$17.00 Page 1 of 2
Currituck County, NC
Charlene V Dowdy Register of Deeds
BK 920 PG 505-506

Prepared by and Return to:
E. Crouse Gray, Jr., Attorney at Law
GRAY & LLOYD, L.L.P.
3120 North Croatan Highway, Ste. 101
Kill Devil Hills, North Carolina 27948
My File No. 9101-103

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS, KILMARLIC RESIDENTIAL
COMMUNITY**

THIS FIRST AMENDMENT to Declaration of Protective Covenants, Conditions, Restrictions and Easements, Kilmarlic Residential Community, made this the 29th day of December, 2005, by Kilmarlic Residential, LLC, a Virginia limited liability company, the ("Developer")

WITNESSETH:

WHEREAS, Developer has previously recorded a Declaration of Protective Covenants, Conditions, Restrictions and Easements, Kilmarlic Residential Community, as recorded in Deed Book 658, Page 90, Currituck County Public Registry, and

WHEREAS, Section 10.07 of the aforementioned Declaration of Protective Covenants, Conditions, Restrictions and Easements, provides in part "During the time Developer owns any Lots, the Developer may make amendments to this Declaration to correct omissions or errors, which amendment shall not adversely modify substantial rights of any owner with out such owners written consent."; and

WHEREAS, the map or plat of the Kilmarlic Club, Residential Golf Community, as recorded in Plat Cabinet H, Slides 84 through 91, Currituck County Public Registry, and in particular, in Plat Cabinet H, Slide 84, provides in part under Note 1: "20 foot drainage and utility easement hereby reserved along all side property lines. 15 foot drainage and utility easement hereby reserved along all rear property lines."; and

WHEREAS, the Declaration of Protective Covenants, Conditions, Restrictions and Easements, as recorded in Deed Book 658, Page 90 provides in part in Section 9.20 as follows:

"All Lots shall be subject to front yard setback of twenty-five (25) feet from the front lot line, a rear set back of twenty-five (25) feet from the rear lot line and side yard setbacks are fifteen (15) feet from the side lot lines, except when a side lot line is adjacent to a street, the side yard set backs shall be twenty (20) feet from the side lot line adjacent to the street..."; and

WHEREAS, Developer desires to correct the conflicting provisions regarding the side set back.

NOW, THEREFORE, the Developer, for itself, its successors and assigns, declares that it is the intent of the language as contained upon the plat of the Kilmarlic Club, as recorded in Plat Cabinet H, Slides 84 through 96, that the provisions regarding drainage and utility easement are to be interpreted as follows:

1. The twenty (20) foot drainage and utility easement reserved along all side property lines is to be interpreted as a total width of twenty (20) feet with ten (10) feet on each lot.
2. All other utility, drainage, pond maintenance and ball retrieval easements are to be measured from the property line for the full width as delineated whether the width is fifteen (15) feet, twenty (20) feet or thirty-five (35) feet.

IN WITNESS WHEREOF, Developer executes this First Amendment of Declaration of Protective Covenants, Conditions, Restrictions and Easements the day and year first above written.

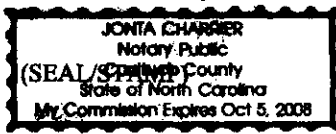
KILMARLIC RESIDENTIAL, LLC

By: Warren Everhart (SEAL)
Warren Everhart, Member/Manager

STATE OF NORTH CAROLINA
CITY/COUNTY OF CURRITUCK

I, JONIA CHARRIER, a Notary Public, hereby certify that Warren Everhart personally came before me this day and acknowledged the execution of the foregoing instrument, all in his capacity as a manager in, and in the name and for and on behalf of, Kilmarlic Residential, LLC, a limited liability company organized under the laws of the State of Virginia.

Witness my hand and official seal this the 22 day of September, 2008.



Jonia ChARRIER
Notary Public
My Commission Expires: 10/5/08