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Franklin County North Carolina
Brandi S. Davis Register of Deeds

BK **2109** PG **384-389**

Prepared by and return to: David E. Miller, III, Esq.
Morris, Russell, Eagle & Worley, PLLC
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Raleigh, NC 27607

**FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS
FOR CEDAR CROSSING**

FRANKLIN COUNTY, NORTH CAROLINA

This FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR CEDAR CROSSING ("Amendment") is made this 9th day of August, 2017, by GHD-Forest City, LLC, a North Carolina limited liability company ("Declarant").

WITNESSETH:

WHEREAS, the Declarant heretofore executed that certain Declaration of Protective Covenants for Cedar Crossing recorded in Book 2106 at Page 571 in the Franklin County Registry (the "Declaration");

WHEREAS, the Declaration provides the Declarant, during the Development Period, may unilaterally, and in its sole discretion, without the consent, approval or joinder of the any Owner, the Association, or any other Person and without any meeting of the Association, amend the Declaration for any purpose, and may record any such amendment;

WHEREAS, the Development Period has not ended;

WHEREAS, it is the intent of the Declarant that this Amendment shall be applicable to all Owners, and shall remain in effect until otherwise rescinded, modified, or amended pursuant to the Declaration.

NOW THEREFORE, in accordance with the Declaration, the Declarant does hereby amend the Declaration as follows:

1. Amendment to Article XVI. Declarant hereby amends Article XVI of the Declaration by adding Section 1.1 with the following and by deleting Section 2 in its entirety and replacing it with the following:

Section 1.1. Merger of Association. Notwithstanding Section 1 of this Article XVI, pursuant to the terms of a Development Agreement by and between the Declarant and the "Declarant" as described in the Clearwater Creek Declaration, and the terms of the Agreement of Plan of Merger by and between the Association and the "Association" as described in the Clearwater Creek Declaration, and in accordance with Section 47F-2-121 of the Act, as applicable, Declarant intends to merge the Association and the Clearwater Creek Association, whereupon the Clearwater Creek Association shall be terminated.

Section 2. Dissolution of the Association. Except as provided in Section 1.1 of this Declaration, the Association shall be dissolved upon the termination of this Declaration. Except for any exchange or dedication or conveyance of any part or all of the Common Elements as allowed by this Declaration or by reason of merger and/or consolidation with any other association as allowed by this Declaration, until any sale of the Common Elements authorized by the termination agreement or approved by the Owners in the same manner as required for approval of the termination agreement is completed and the sale proceeds distributed, the Association shall continue in existence with all of the powers it had before termination. The Association, on behalf of the Owners, may contract for the sale of the Common Elements, but the contract is not binding unless such sale has been authorized in the termination agreement or it has been approved by the Owners in the same manner as required for approval of the termination agreement. Proceeds of the sale of Common Elements shall be distributed to the Owners and lienholders as their interests may appear, as provided in the termination agreement or other agreement approved by the Owners in the same manner as required for approval of the termination agreement. If the Common Elements is not to be sold following termination of this Declaration, title to the Common Elements vests in the Owners upon termination, as tenants in common in proportion to their respective interests as provided in the termination agreement.

Upon dissolution of the Association or upon loss of ownership of all of the Common Elements by the Association for any reason whatsoever (except for exchange or dedication or conveyance of any part or all of the Common Elements as allowed by this Declaration, or by reason of merger and/or consolidation with any other association as allowed by this Declaration), except as otherwise provided in the termination agreement, other agreement approved by the Owners in the same manner as required for approval of the termination agreement, or Legal Requirements (in particular, Section 47F-2-118 of the Act, or any successor Section of the Act), any portion of the Common Elements not under the jurisdiction of and being maintained by another association substantially similar to the Association, together with all other assets of the Association, first shall be offered to the City (or, if the City refuses such offer, then to some other appropriate Governmental Authority or public agency as determined by the Board) to be dedicated for public use for purposes similar to those to which the Common Elements and such assets were required to

be devoted by the Association. If the City or other Governmental Authority or public agency accepts the offer of dedication, such portion of the Common Elements and assets shall be conveyed by the Association to such Governmental Authority or public agency, subject to the superior right of an Owner to an easement (if necessary) for reasonable ingress and egress to and from such Owner's Lot and the public or private street(s) on which that Lot is located, subject to all other applicable rights of way and easements, and subject to ad valorem property taxes subsequent to the date of such conveyance.

If the City or other appropriate Governmental Authority or public agency refuses the offer of dedication and conveyance, the Association may transfer and convey such Common Elements and assets to any nonprofit corporation, association, trust or other entity which is or shall be devoted to purposes and uses that would most nearly conform to the purposes and uses to which the Common Elements was required to be devoted by this Declaration, such transfer and conveyance to be made subject to the rights of Owners and the other matters set forth in the immediately preceding paragraph of this Section. If there is no nonprofit corporation, association, trust or other entity who will accept such transfer and conveyance of the Common Elements and assets of the Association, then such Common Elements and assets shall be distributed as provided in the plan of termination/dissolution adopted by the Association.

2. Amendment to Article XVII. Declarant hereby amends Article XVII of the Declaration by deleting it in its entirety and replacing it with the following:

ARTICLE XVII RECREATIONAL AMENITIES

Nothing in this Declaration or other Governing Documents shall be construed as imposing any obligation on the Declarant or any other Person to construct or provide for any Recreational Amenities on or for any part or all of the Properties or any Owner, occupant, or user thereof. Notwithstanding the foregoing, owners of lots in that certain subdivision in the County commonly known as "Clearwater Creek" shall have access to and enjoy the use of the Recreational Amenities, if any, in the Subdivision subject to and in accordance with this Declaration and that certain Declaration of Protective Covenants for Clearwater Creek (the "Clearwater Creek Declaration") to be recorded in the Registry. The Association shall assess the homeowner association described in the Clearwater Creek Declaration (the "Clearwater Creek Association") assessments for access to and use of the Recreational Amenities in the Subdivision, which assessment shall be paid by Clearwater Creek Association. Owners and occupants of lots in Clearwater Creek Subdivision shall be required to comply with the rules and regulations of the Cedar Crossing POA, Inc. when using the Recreational Amenities in the Subdivision.

3. Amendment to Exhibit A. Declarant hereby amends Exhibit A attached to the Declaration by deleting it in its entirety and replacing it with the Exhibit A attached hereto.

4. Effectiveness. This Amendment shall be effective upon recordation in the Office of the Franklin County Registry.

5. Ratification. All capitalized terms used in this Amendment that are not otherwise defined herein shall have the meaning ascribed to them in the Declaration. Except as expressly modified in this Amendment, every term and provision of the Declaration, as amended, is hereby ratified and remains in full force and effect.

[Execution page follows]

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by their authorized person on this the 9TH day of August, 2017.

GHD-Forest City, LLC,
a North Carolina limited liability company

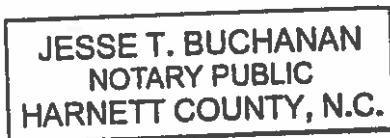
BY: Craig A. Briner
Name: CRAIG A. BRINER
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public, certify that CRAIG A. BRINER personally came before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Manager of GHD-Forest City, LLC, a North Carolina limited liability company.

Witness my hand and official seal, this 9TH day of August, 2017.



J. T. Buchanan
Notary Public
My commission expires 2/4/2020

[NOTARIAL/OFFICIAL SEAL]

EXHIBIT A

Legal Description

BEING all of that certain real property described as Tract 1 and Tract 2, as shown on that map entitled "SUBDIVISION AND RECOMBINATION MAP CEDAR CROSSING PHASE 1", prepared by Stuart E. Plate, III, PLS of Robinson & Plante, P.C., dated July 5, 2017, and recorded in Map Book 2017, Page 190, in the office of the Register of Deeds, Franklin County, North Carolina.