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WAKE COUNTY, NC 575  
LAURA M RIDDICK  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
12/29/2010 AT 16:03:30

BOOK:014218 PAGE:02274 - 02279

Hold # 39

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR HERITAGE WAKE  
FOREST SUBDIVISION

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Heritage Wake Forest Subdivision, is made this 18 day of November, 2010 by Heritage Wake Forest, Inc. ("the Declarant").

WITNESSETH:

THAT WHEREAS, the original Declarant caused to be recorded an Declaration of Covenants, Conditions and Restrictions for Heritage Wake Forest Subdivision in Book 8693, Page 1412 in the Wake County Registry, (hereinafter, "Declaration"); and

WHEREAS, Article XII, Section 2 of the Declaration allows the Declarant to amend the Declaration without approval of any Member as long as Class B Membership exists;

WHEREAS, Class B Membership still exists and the Declarant desires to amend the Declaration in the ways set forth herein;

NOW, THEREFORE, the undersigned does hereby declare that the Declaration of Covenants, Conditions and Restrictions for Heritage Wake Forest Subdivision shall be amended as follows:

1. To amend Article V, Section 1 of the Declaration by deleting that section in its entirety and inserting in lieu thereof the following (new language appears in bold, underlined type):

"Section 1. Creation of the Lien and Personal Obligation for Assessments. Subject to the terms and conditions of this Declaration, each Owner of Lot, by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in any such deed or other conveyance, is hereby deemed to covenant and agree (and such covenant further shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the Lot), to pay to the Association (or to any Person which may be designated by the Association to receive such monies on behalf of the Association): (i) annual assessments or charges; (ii) special assessments for capital improvements or unusual or emergency matters; (iii) special individual assessments levied against an Owner to reimburse the Association for extra costs for maintenance and/or repairs caused by the failure of such Owner to maintain such Owner's individual Lot and Improvements thereon; and fines or penalties levied by the Association for violations of this Declaration or other rules or regulations established the Association, all of such assessments and charges to be fixed, established and collected as hereinafter provided. The annual, special and special individual assessments, together with such interest thereon and costs of collection thereof (including, without limitation, reasonable attorney fees **and fees not to exceed \$225.00 in total per each act of delinquency, to be charged by the Association or the Association's managing agent for offsetting the costs of collection**) as are hereinafter provided shall be a charge on the Lot and shall be a continuing lien upon each Lot against which each such assessment is made and shall also be the personal and continuing obligation of the Owner of such Lot at the time when the assessment became due. An owner's personal obligation for payment of such assessments shall not pass to such Owner's successors in title unless expressly assumed by them."

2. To amend Article VIII, Section 1 of the Declaration by deleting that section in its entirety and inserting in lieu thereof the following (new language appears in bold, underlined type):

"Section 1. Land Use and Building Type. Each Lot shall be used exclusively for single-family, non-transient residential purposes and, except as allowed by the terms of this Declaration, no building or other structure shall be constructed, placed allowed to remain on a Lot except one single-family dwelling, an attached or detached garage appurtenant thereto, and an outbuilding or storage building meeting the requirements contained in this Declaration and any subsequent architectural guidelines. Except as otherwise provided herein, no business activity or trade of any kind (other than activities related to development of the Subdivision by Declarant, installation and maintenance work by utility providers and Person responsible for street maintenance, construction, alteration, repair, improvement, shall be conducted on any Lot. Provided, however, and notwithstanding anything to the contrary that may appear herein: (i) Declarant,

Declarant's agent, or any builder of homes on any Lot, subject to Declarant's approval, shall be permitted to erect and maintain sales offices, model homes and temporary construction or sales trailers or offices on any Lot owned by Declarant or such builder for the purpose of carrying on business related to the development, improvement and sale of Lots and the construction of single-family residences within the Property. Provided, however, any such sales office, model homes and temporary construction or sales trailer or office must be specifically approved by Declarant and must comply with all applicable governmental laws and regulations; and (ii) Declarant and any Person authorized by Declarant may conduct such business activities on any Lot as may be necessary in connection with Declarant's development and/or sales of any part or all of the Property or the Project. To the extent home occupations, including without limitation, dressmaking, catering, baking, hairdressing, laundering, cooking, designing, accounting and the practice of law, medicine, and dentistry, are permitted as accessory uses in accordance with the applicable provisions of the Town of Wake Forest Zoning Ordinance, such uses shall be allowed provided no signage, advertisement, display or products shall be visible from the street, and no objectionable effects shall be produced or created. For the purposes of this section, "objectionable effects" shall be determined in the sole discretion of the Board, however, may include, without limitation, excessive noise, odor, traffic and any other noxious effect inconsistent with a residential neighborhood."

3. To amend Article VIII, Section 19 of the Declaration by adding the following paragraph at the end of that section as it now exists (new language appears in bold, underlined type):

"Section 19. Antennae. No exterior antennae, earth satellite station, microwave dish or other similar improvements may be constructed, placed, maintained or allowed to remain on any Lot or on any Improvement located on any Lot unless the same is no greater than 39.37" in diameter and is screened by plantings, screening or materials so that it cannot be seen from the golf course or from any adjacent Lot."

4. To amend Article VIII, Section 26 of the Declaration by adding the following paragraph at the end of that section as it now exists (new language appears in bold, underlined type):

"Section 26. Tree Removal. Removal of any tree, whether diseased or not, at a residence requires prior approval of the Master ARC (or the sub ARC, as appropriate). Even trees that are diseased or dying shall require pre-approval from the Master ARC (or the sub ARC, as appropriate) before removal of the tree. The review process will be expedited by the appropriate ARC, to the extent necessary, in the case of a diseased or dead tree."

5. To amend Article VIII, Section 27 of the Declaration by adding the following paragraph at the end of that section as it now exists (new language appears in bold, underlined type):

"Section 27. **Lighting. Winter holiday season lighting may be displayed only between Thanksgiving and January 10<sup>th</sup>. Other temporary seasonal outdoor lighting is permitted but may be displayed no sooner than two (2) weeks before the holiday and must be removed no later than two (2) weeks after the holiday.**"

6. To amend all sections in the Declaration to change the name of the "Architectural Control Committee" to the "Architectural Review Committee." From hereafter, the phrase "Architectural Control Committee" and acronym "ACC" (if any) in all areas of the Declaration, including without limitation, Article IX of the Declaration, shall be changed to the "Architectural Review Committee" or "ARC" as appropriate.

7. This amendment shall be effective upon recordation in the Office of the Wake County Registry.

8. Except as amended hereinabove, the remaining portions of the Declaration as originally recorded are hereby restated and reacknowledged.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions for Heritage Wake Forest Subdivision to be signed in its corporate name by its duly authorized officers and its seal affixed hereto, the sat and year first written above.

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HERITAGE WAKE FOREST, INC., a North  
Carolina Corporation

By: *Alan C. Gibson*  
Alan C. Gibson, President

ATTEST:

*Robert Langley* Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

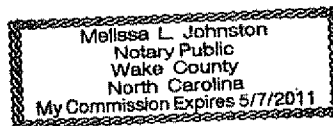
I, Melissa L. Johnston, a Notary Public of the County and State aforesaid, certify that Robert Langley personally came before me this day and acknowledged that he/she is Secretary/Assistant Secretary of Heritage Wake Forest, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by Robert Langley as its Secretary/Assistant Secretary.

Witness my hand and official stamp or seal, this 17 day of December, 2010.

My commission expires:

May 7, 2011

Notary Public *Melissa L. Johnston*





BOOK:014218 PAGE:02274 ~ 02279

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

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