

WAKE COUNTY, NC 155
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01/22/2014 AT 13:42:22

BOOK:015562 PAGE:02500 - 02505

Drawn by & Hold for:
MOORE & ALPHIN, PLLC (Box 155) *ms*

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**FIRST SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TRADITIONS**

**THIS FIRST SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TRADITIONS**
("Supplementary Declaration") is made effective this 16th day of January,
2014 by **WS - TWF Development, LLC**, a Delaware limited liability company
("Declarant").

Declarant previously imposed a Declaration of Covenants, Conditions, Restrictions and Easements for Traditions (as amended, the "Declaration") upon a portion of a residential development known as Traditions and more specifically described in Exhibit A to the Declaration of Covenants, Conditions and Restrictions for Traditions recorded in **Book 15045, at Page 1856** of the Wake County Registry (together with all amendments and supplements thereto, the "Declaration"). All capitalized terms used but not defined herein shall have the meanings given to such terms in the Declaration.

Article II, Section 2(a) of the Declaration provides in pertinent part that during the Declarant Control Period, the Declarant may subject annexed property to the Master Declaration by recording an Annexation Declaration. The Declarant Control Period shall terminate upon the earlier of the following to occur: (a) December 31, 2032; (b) the date on which Declarant no longer owns any property subject to the Declaration; or (c) relinquishment or transfer by Declarant of all Special Declarant Rights. None of these events have occurred and the Declarant Control Period has not terminated.

Therefore, pursuant to the provisions of the Declaration, Declarant does hereby extend the operation and effect of the Declaration to the Additional Land and as a result of this Supplementary Declaration: 1) the Additional Land shall be subject to the provisions of the Declaration and 2) all present and future owners of all Lots and other tracts of land shown on the attached **Exhibit "A"** shall be subject to the terms and conditions of the Declaration and shall have the rights and privileges set forth in the Declaration.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the day and year written above.

DECLARANT:

WS – TWF Development, LLC,
a Delaware limited liability company

By: _____

Name: John P. Myers

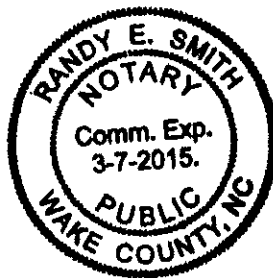
Title: Authorized Signatory

STATE OF NORTH CAROLINA -- COUNTY OF WAKE:

I certify that the following person appeared before me this day and acknowledged to me that he signed the foregoing document for the purposes stated therein and in the capacity indicated and that his authority to sign is given by written consent: John P. Myers.

Date: 1-16-2014

(Notary Stamp or Seal)



Notary Public
My commission expires: 03-07-2015

Exhibit "A"

Tract WS-1:

Being that certain parcel of land, all of PIN# 1851223383 and a portion of PIN#1851343384, located in Wake Forest Township, Wake County, North Carolina and more particularly described as follows:

BEGINNING at an existing iron pipe marking the intersection of the eastern R/W of Traditions Grande Boulevard, a variable width public R/W (BM 2012, PG 1209) and the northern R/W of Wait Avenue, a variable width public R/W, and having a NC Grid (NAD 83) Coordinate of Northing: 808606.97', Easting: 2150495.30'; thence with the eastern R/W of Traditions Grande Boulevard, North 29°39'29" East a distance of 113.66' to an existing iron pipe; thence North 30°09'45" East a distance of 275.26' to an existing iron pipe; thence along a curve to the right having a radius of 261.00', an arc length of 81.42', and having a chord bearing and distance of North 39°05'56" East, 81.09' to an existing iron pipe; thence along a curve to the left having a radius of 350.99', an arc length of 94.61', and having a chord bearing and distance of North 40°18'47" East, 94.33' to an existing iron pipe; thence along a curve to the left having a radius of 176.00', an arc length of 148.13', and having a chord bearing and distance of North 08°28'44" East, 143.80' to an existing iron pipe; thence along a curve to the right having a radius of 261.00', an arc length of 122.93', and having a chord bearing and distance of North 02°08'24" West, 121.79' to an existing iron pipe; thence North 11°14'28" East a distance of 1402.16' to an existing iron pipe; thence along a curve to the right having a radius of 805.00', an arc length of 203.78', and having a chord bearing and distance of North 18°29'36" East, 203.24' to an existing iron pipe; thence North 25°44'44" East a distance of 136.06' to an existing iron pipe at the northeast end of Traditions Grande Boulevard, a variable width public R/W; thence with the eastern line of the existing variable width public access easement (DB 14507, PG 398), North 25°44'44" East a distance of 295.96' to calculated point; thence leaving the existing variable width public access easement (DB 14507, PG 398) along a new line, North 37°43'31" East a distance of 794.81' to an existing iron pipe at the southwest corner of the property owned by Wake Forest Reservoir Properties LLC. (DB 11991, PG 805); thence with the western line of Wake Forest Reservoir Properties LLC., North 34°33'06" East a distance of 456.73' to an existing iron pipe; thence North 05°15'06" West a distance of 99.19' to an existing iron pipe; thence North 34°32'39" East a distance of 293.14' to an existing iron pipe on the southern R/W of Oak Grove Church Road (a 60' public R/W); thence with the southern R/W of Oak Grove Church Road, North 64°21'22" East a distance of 528.36' to an existing iron pipe; thence North 64°23'14" East a distance of 293.11' to an existing iron pipe; thence North 64°17'20" East a distance of 426.21' to an existing iron pipe; thence along a curve to the right having a radius of 952.35', an arc length of 203.71', and having a chord bearing and distance of North 68°27'29" East, 203.32' to an existing iron pipe; thence along a curve to the right having a radius of 1878.62', an arc length of 208.98', and having a chord bearing and distance of North 79°35'49" East, 208.87' to an existing iron pipe; thence North 82°57'32" East a distance of 101.16' to an existing iron pipe; thence along a curve to the right having a radius of 1841.47', an arc length of 156.90', and having a chord bearing and distance of North 85°38'10" East, 156.85' to an existing iron pipe; thence along a curve to the right having a radius of 811.73', an arc length of 459.31', and having a chord bearing and distance of South 77°41'04" East, 453.20' to an existing iron

pipe; thence along a curve to the right having a radius of 2569.04', an arc length of 209.68', and having a chord bearing and distance of South 57°45'17" East, 209.62' to an existing iron pipe; thence along a curve to the left having a radius of 433.92', an arc length of 275.02', and having a chord bearing and distance of South 73°34'25" East, 270.44' to an existing iron pipe; thence North 88°16'09" East a distance of 58.74' to an existing iron pipe on the western property line of lands owned by The City of Raleigh (DB 12937, PG 774); thence with the western lines of The City of Raleigh, South 72°30'23" West a distance of 695.91' to an existing iron pipe; thence North 28°42'27" West a distance of 270.88' to an existing iron pipe; thence South 77°34'48" West a distance of 139.21' to an existing iron pipe; thence South 11°23'35" East a distance of 402.38' to an existing iron pipe; thence South 21°22'06" West a distance of 318.17' to an existing iron pipe; thence South 87°48'42" West a distance of 209.29' to an existing iron pipe; thence South 07°28'57" West a distance of 147.54' to an existing iron pipe; thence South 45°27'45" West a distance of 236.67' to an existing iron pipe; thence North 73°11'13" West a distance of 389.24' to an existing iron pipe; thence South 30°33'22" East a distance of 355.45' to an existing iron pipe; thence South 44°13'35" West a distance of 1235.57' to an existing iron pipe; thence South 25°11'00" East a distance of 138.38' to an existing iron pipe; thence South 25°33'34" West a distance of 324.78' to an existing iron pipe; thence South 70°33'46" West a distance of 919.13' to an existing iron pipe; thence South 53°38'58" East a distance of 545.34' to an existing iron pipe; thence South 09°37'47" West a distance of 118.82' to a calculated point; thence South 40°37'05" West a distance of 349.92' to an existing iron pipe; thence North 72°17'59" West a distance of 454.68' to an existing iron pipe; thence South 03°33'49" West a distance of 332.64' to an existing iron pipe; thence South 39°31'42" West a distance of 38.21' to an existing iron pipe; thence South 39°26'13" West a distance of 95.82' to an existing iron pipe; thence South 39°30'34" West a distance of 310.32' to an existing iron pipe; thence South 73°51'40" West a distance of 271.45' to an existing iron pipe; thence South 18°49'16" West a distance of 127.52' to an existing iron pipe; thence South 45°34'22" East a distance of 216.17' to an existing iron pipe; thence South 18°49'34" West a distance of 249.05' to an existing iron pipe; thence South 19°07'48" West a distance of 10.13' to an existing iron pipe on the northern R/W of Wait Avenue (a variable width public R/W); thence with the northern R/W of Wait Avenue, North 55°57'24" West a distance of 28.54' to an existing iron pipe; thence North 56°10'13" West a distance of 147.79' to an existing iron pipe; thence North 55°41'54" West a distance of 148.69' to an existing concrete monument; thence North 55°52'39" West a distance of 66.65' to the point of BEGINNING, containing 5,635,703 square feet, or 129.38 acres, more or less.

Tract SF-2:

Being that certain parcel of land, a portion of PIN# 1841-91-8734, located in Wake Forest Township, Wake County, North Carolina, and more particularly described as follows:

Beginning at point marking the southwest corner of Public Open Space #1 as shown on the recorded map of Traditions Southwest Phase 1 Subdivision (BM 2012, PG 1211, Wake County Registry ["WCR"]) and having NC GRID Coordinates (NAD 83) of N=810430.23, E=2149654.88, and being the POINT OF BEGINNING; thence North 52°12'58" West a distance of 15.74 feet to a point; thence North 52°05'06" West a distance of 323.49 feet to an existing

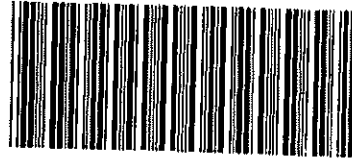
OA

concrete monument; thence North 30°14'08" West a distance of 487.95' to an existing iron pipe; thence North 34°11'50" East a distance of 92.04 feet to an existing iron pipe; thence North 34°24'21" West a distance of 128.81 feet to an existing iron pipe; thence North 34°00'16" West a distance of 96.99 feet to a point; thence North 03°12'49" West a distance of 231.10 feet to an existing iron pipe; thence North 31°59'19" West a distance of 146.35 feet to an existing iron pipe; thence North 31°40'08" West a distance of 168.52 feet to an existing iron pipe; thence North 88°56'14" East a distance of 385.03 feet to an existing iron pipe; thence North 12°06'54" East a distance of 69.05 feet to an existing iron pipe; thence North 13°07'17" West a distance of 376.05 feet to an existing iron pipe; thence North 71°06'58" East a distance of 126.33" to a point; thence North 02°56'07" East a distance of 118.83 feet to an existing iron pipe; thence North 05°22'48" West a distance of 157.37 feet to an existing iron pipe; thence North 31°25'52" West a distance of 204.99 feet to an existing iron pipe; thence North 20°07'29" West a distance of 158.26" to a point along the southern right-of-way of E. Juniper Avenue (SR 1942), a 60' public R/W; thence with the southern right-of-way of E. Juniper Avenue {SR 1942} the following courses and distances:

- along and with the arc of a curve to the right having a radius of 655.91' (Chord Bearing: South 67°27'07" East; Chord Distance: 19.63') a distance of 19.63 feet to point;
- along and with the arc of a curve to the right having a radius of 2170.39' (Chord Bearing: South 63°59'48" East; Chord Distance: 341.25') a distance of 341.60 feet to a point;
- South 59°01'35" East a distance of 143.65 feet to a point;
- along and with the arc of a curve to the left having a radius of 839.26' (Chord Bearing: South 66°30'28" East; Chord Distance: 256.34') a distance of 257.35 feet to a point;
- along and with the arc of a curve to the left having a radius of 1533.21' (Chord Bearing: South 80°22'49" East; Chord Distance: 207.10') a distance of 207.26' feet to a point;
- South 83°08'08" East a distance of 574.63 feet to a point;
- along and along and with the arc of a curve to the right having a radius of 9564.53 feet (Chord Bearing: South 80°45'58" East; Chord Distance: 182.96') a distance of 182.96 feet;
- South 79°43'44" East a distance of 186.60 feet to a point;

leaving the southern right-of-way of E. Juniper Avenue (SR 1942), and running thence South 26°08'46" West a distance of 786.18 feet to a point; thence South 26°08'46" West a distance of 198.90 feet to a point; thence South 53°04'00" West a distance of 197.04 feet to a point marking the northwest corner of (Future) Public Open Space as shown on the recorded plat of the Traditions Southwest Phase 1 Subdivision (BM 2012, PG 1213, WCR); thence with the western line of (Future) Public Open Space, South 53°04'00" West a distance of 73.78" to a point; thence South 41°54'02" West a distance of 361.90 feet to a point, as of March 28, 2012, the point is a sanitary sewer manhole, on the western line of Public Open Space #1 as shown on the recorded plat of the Traditions Southwest Phase 1 Subdivision (BM 2012, PG 12, WCR); thence South 34°41'00" West a distance of 538.54 feet to a point; thence South 29°12'42" West a distance of 244.41 feet to the POINT OF BEGINNING, having an area of 2,527,234 square feet, or 58.02 acres, more or less.

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Laura M. Riddick

Register of Deeds

Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

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WAKE COUNTY, NC 176
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/11/2014 15:36:47

BOOK:015863 PAGE:02078 - 02081

Drawn by & Hold for: ✓
MOORE & ALPHIN, PLLC (ckt) (Box 155) ✓

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**SECOND SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TRADITIONS**

**THIS SECOND SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TRADITIONS**
("Supplementary Declaration") is made effective this 10th day of December,
2014 by **WS - TWF Development, LLC**, a Delaware limited liability company
("Declarant").

Declarant previously imposed a Declaration of Covenants, Conditions, Restrictions and Easements for Traditions (as amended, the "Declaration") upon a portion of a residential development known as Traditions and more specifically described in Exhibit A to the Declaration of Covenants, Conditions and Restrictions for Traditions recorded in **Book 15045, at Page 1856** of the Wake County Registry (together with all amendments and supplements thereto, the "Declaration"). All capitalized terms used but not defined herein shall have the meanings given to such terms in the Declaration.

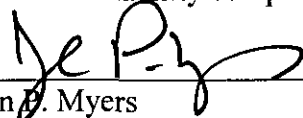
Article II, Section 2(a) of the Declaration provides in pertinent part that during the Declarant Control Period, the Declarant may subject annexed property to the Master Declaration by recording an Annexation Declaration. The Declarant Control Period shall terminate upon the earlier of the following to occur: (a) December 31, 2032; (b) the date on which Declarant no longer owns any property subject to the Declaration; or (c) relinquishment or transfer by Declarant of all Special Declarant Rights. None of these events have occurred and the Declarant Control Period has not terminated.

Therefore, pursuant to the provisions of the Declaration, Declarant does hereby extend the operation and effect of the Declaration to the Additional Land and as a result of this Supplementary Declaration: 1) the Additional Land shall be subject to the provisions of the Declaration and 2) all present and future owners of all Lots and other tracts of land shown on the attached **Exhibit "A"** shall be subject to the terms and conditions of the Declaration and shall have the rights and privileges set forth in the Declaration.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the day and year written above.

DECLARANT:

WS – TWF Development, LLC,
a Delaware limited liability company

By: 
Name: John P. Myers
Title: Authorized Signatory

STATE OF NORTH CAROLINA -- COUNTY OF WAKE:

I certify that the following person appeared before me this day and acknowledged to me that he signed the foregoing document for the purposes stated therein and in the capacity indicated and that his authority to sign is given by written consent: John P. Myers.

Date: 12-10-2014
(Notary Stamp or Seal)


Notary Public
My commission expires: 9-9-2015

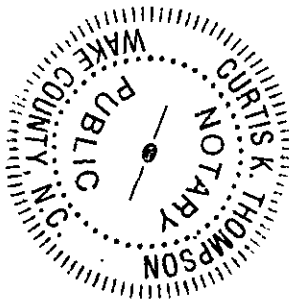


Exhibit "A"

Tract 1 (MF-1):

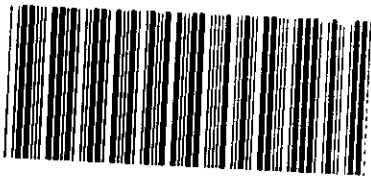
All of the property shown on the maps entitled "Townhome Block, Easement, Common Area and Open Space Plat for Creek View at Traditions" including Lots 1 and 2; Blocks A, B, C, D, E, F, and G; all the Private Open Space/Common Area including the Private Streets and Easements, said maps recorded in Book of Maps 2014, ages 1586-1489, Wake County Registry, to which maps reference Is hereby made for a more particular description.

Tract 2 (C-2):

Being that certain parcel of land having PIN# 185111941 owned by now or formerly WS – TWF Development, LLC, located in Wake Forest Township, Wake County, North Carolina and more particularly described as follows:

Beginning at point along the westerly line of Tract #1 (C-1, MF1 and Proposed R/W Access) as described in Deed Book 14507, Page 398, WCR, and having a NC GRID Coordinates (NAD 83) of N=811380.36, E=2151283.12, and being the POINT OF BEGINNING; thence North 64°15'16" West a distance of 729.07 feet; thence North 26°08'46" East a distance of 786.18" to a point along the southern right-of-way of E. Juniper Avenue (SR 1942), a 60' public R/W; thence with the southern R/W of E. Juniper Avenue (SR 1942), South 79°43'44" East a distance of 162.50"; thence leaving the southern R/W of E. Juniper Avenue (SR 1942) and with the westerly line of aforementioned Tract #1 (C-1, MF1 and Proposed R/W Access); along and with the arc of a curve to the right having a radius of 545.00' (Chord Bearing: South 71°59'30" East; Chord Distance: 146.75') a distance of 147.19 feet to a point; thence South 64°15'16" East a distance of 381.56 feet; thence along and with the arc of a curve to the right having a radius of 40.00' (Chord Bearing: South 19°15'16" East; Chord Distance: 56.57'), a distance of 62.83'to a point; thence South 25°44'44" West a distance of 809.27 feet to the POINT OF BEGINNING, having an area of 608,890 square feet or 13.98 acres, more or less.

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**WAKE
COUNTY**
NORTH CAROLINA

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Laura M. Riddick
Register of Deeds
Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

- ☐ New Time Stamp
- ☐ \$25 Non-Standard Fee
- ☐ Additional Document Fee
- ☐ Additional Reference Fee

This Customer Group

_____ # of Time Stamps Needed

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4 # of Pages
8

Prepared by and return to: Brian S. Edlin, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**THIRD AMENDMENT TO MASTER
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS
FOR TRADITIONS**

This Third Amendment to Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Lien for Traditions is, made and entered into this 14th day of February, 2017, by **WS-TWF DEVELOPMENT, LLC**, a Delaware Limited Liability Company ("the Declarant");

WITNESSETH:

WHEREAS, the Declarant has previously recorded in Book 15045, Page 1856 of the Wake County Register of Deeds, that certain Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Lien for Traditions (the "Declaration"); and

WHEREAS, it is still the Declarant Control Period and Declarant therefore has certain rights to unilaterally amend the Declaration pursuant Article XII, Section 2 of the Declaration;

WHEREAS, Declarant has previously amended the Declaration in that certain Second (sic) Amendment to Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Lien for Traditions recorded at book 15976, page 111 of the Wake County Registry and that certain Second Amendment to Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Lien for Traditions recorded at book 16597, page 2640 of the Wake County Registry

WHEREAS, Declarant wishes to amend Article V, Section 11 of the Declaration relating to the Working Capital Fund;

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

1. To amend Article V, Section 11 by deleting that section in its entirety and in lieu thereof, replacing with the following:

"Section 11. Working Capital Fund. At the time of closing of the initial sale of each Dwelling constructed on a Lot, a sum equal to one-half (1/2) of the annual assessment for Class A Lots in effect at the time of such sale shall be collected from the purchaser of such Lot and transferred to the Master Association as part of its working capital. The purpose of the working capital fund is to ensure that the Master Association will have adequate cash available to meet its operating expenses or to acquire additional equipment or serviced deemed by the Board of Directors to be necessary or desirable. Amounts paid to the Master Association pursuant to this Section shall not be considered as an advance payment of any regular assessment."

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

3. Except as amended hereinabove, the remaining portions of the Declaration as originally recorded and subsequently amended are hereby restated and re-acknowledged.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal this 14th day of February 2017.

DECLARANT:

WF-TWF DEVELOPMENT, LLC,
A Delaware limited liability company

By: [Signature]

Name: John P. Myers
Title: Authorized Signatory

STATE OF North Carolina COUNTY OF Wake;

I certify that the following person appeared before me this day and acknowledge to me that he/she signed the foregoing document for the purposes stated therein and in the capacity indicated and that his/her authority to sign is given in the document recorded in Book 14507, Page 377, Wake County Registry: _____.

Date: 2-14-17
(Notary Stamp or Seal)

Nancy S. Tidwell
Notary Public
My commission expires: 1/14/19

NANCY S. TIDWELL
Notary Public, North Carolina
Wake County
My Commission Expires
January 14, 2019

Prepared by and return to: Brian S. Edlin, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**FIFTH AMENDMENT TO MASTER
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS
FOR TRADITIONS**

This Fifth Amendment to Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Lien for Traditions is, made and entered into this 24th day of October, 2017, by **WS-TWF DEVELOPMENT, LLC**, a Delaware Limited Liability Company ("the Declarant");

WITNESSETH:

WHEREAS, the Declarant has previously recorded in Book 15045, Page 1856 of the Wake County Register of Deeds, that certain Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Lien for Traditions (the "Declaration"); and

WHEREAS, thereafter certain amendments to the Declaration were recorded as follows: the First Amendment to the Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Traditions recorded at book 15438, page 1302 of the Wake County Registry; the Second Amendment to the Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Traditions recorded at book 15976, page 111 of the Wake County Registry; the Second (sic) Amendment to the Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Traditions recorded at book 16597, page 2640 of the Wake County Registry and the Third (sic) Amendment to the Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Traditions recorded at book 16708, page 1543 of the Wake County Registry;

WHEREAS, it is still the Declarant Control Period and Declarant therefore has certain rights to unilaterally amend the Declaration pursuant Article XII, Section 2 of the Declaration;

WHEREAS, in that Second (sic) Amendment to the Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Traditions recorded at book 16597, page 2640 of the Wake County Registry, an Article XIII was added to create a Villa Committee for the purposes of maintaining certain property in the Villa Neighborhood;

WHEREAS, there is a "25' street yard buffer" between Lots 302 and 316 and E. Juniper Avenue and a "Type B buffer" around the remaining Lots 316 and 372 which contain certain landscaped berms, all as shown on the maps entitled, "Traditions Phase 2A-Section 1 Subdivision Plat" recorded at book of maps 2015, page 1966 and book of maps 2015, page 1967 of the Wake County Register of Deeds and the maps entitled, "Traditions Phase 2A-Section 2 Subdivision Plat" recorded at book of maps 2016, page 832 and book of maps 2016, page 833 of the Wake County Register of Deeds and the map entitled, "Traditions Phase 2A-Section 1 Subdivision Plat" recorded at book of maps 2015, page 1968 of the Wake County Register of Deeds which includes certain landscaping and fencing with these buffer areas (hereinafter, "the Villa Berms");

WHEREAS, Article XIII, Section 6 allows the Declarant to make changes to Article XIII for the Villa Neighborhood unilaterally provided there is no material adverse change to a Lot or does not materially alter or change any Owner's right to use and enjoyment of his Lot and Common Property;

WHEREAS, Declarant wishes to clarify that the Traditions Master Association, Inc. ("the Association") shall be responsible for the ongoing maintenance of the Villa Berms and the expenses associated with the maintenance of the Villa Berms will be part of the annual Association budget and not part of the Villa Expenses and collected directly from the Owners of Villa Lots pursuant to Article XIII of the Declaration;

WHEREAS, the Declarant also wishes to make revisions to Article X, Section 14 dealing with restrictions on the rental of Dwellings;

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

1. To amend Article I, Section 43 of the Declaration by deleting that section in its entirety and in lieu thereof, replacing with the following:

"Section 43. Villa Expenses. Except as provided for herein, "Villa Expenses" shall mean and refer to any and all expenditures made by or financial liabilities of the Association, together with any allocations to reserves, pursuant to and in accordance with this Declaration and the Bylaws, that are allocated solely to the Villas. Except as provided for herein, Villa Expenses shall be determined by the Villa Committee in its sole discretion,

pursuant to the additional terms and limitations contained in Article XIII of the Declaration. The costs associated with the maintenance of the Villa Berms shall not be a "Villa Expense" and the Villa Committee shall not include the expenses of maintaining the Villa Berms in the Villa Neighborhood Budget as contemplated in Article XIII, Section 3 of the Declaration. Rather, the Association shall maintain the Villa Berms at its own expense which expenses shall be included in the normal operating budget for the Association and not assessed directly to the Villa Lot Owners as a "Villa Expense" in accordance with Article XIII, Section 3."

2. To amend Article X, Section 14 (a) – (e) by deleting these sections in their entirety and in lieu thereof, replacing them with the following:

"Section 14. Restrictions on Rental of Dwellings. It is the intent of the Declarant that all Dwellings within the Community are intended for use and occupancy by the Owner of the Dwelling. Accordingly, and notwithstanding anything to the contrary herein, the term "residential" as used in Section 1 of this Article specifically excludes the leasing of Dwellings in any one or more of the following instances:

- (a) By an Owner who is not regularly occupying the Dwelling as the Owner's primary residence; or
- (b) By an Owner where the primary purpose of the ownership of the Dwelling is for commercial purposes in that the Dwelling is intended primarily for lease to tenants and not for occupancy by the Owner as the Owner's primary residence.
- (c) Additional Exemptions:
 - (i) Hardship Exemption. Notwithstanding the foregoing, in order to avoid undue hardship to an Owner, the Board shall allow leasing of a Dwelling not otherwise exempt under this Section 14 (c) for such period of time as the Board reasonably determines necessary to prevent said undue hardship, in a situation which:
 - A. The owner of the Dwelling must relocate his/her primary place of residence more than 30 miles from the Community and has been unable, within three months from the date that the Dwelling was placed on the market, to sell the Dwelling for a price not greater than the current appraised market value, after having made reasonable efforts to do so; or
 - B. The Owner of the Dwelling dies and the Dwelling is being administered by his/her estate; or
 - C. The Owner of the Dwelling loses his/her job and has been unable, within three months from the date that the Dwelling was placed on the market, to sell the dwelling for a price not greater than the current appraised market value, after having made reasonable efforts to do so.

In addition to the foregoing, the Board may (but shall not be obligated to) allow

leasing of a Dwelling not otherwise exempt under this Section 14(c) if the Board, in its sole discretion and on a case-by-case basis, deems it appropriate to avoid undue hardship to the Owner of such Dwelling.

- (ii) Exemptions for Models. Notwithstanding the foregoing restrictions on leasing of Dwellings, any model home may be leased to or by Declarant or a Class C Member, provided that such model home is not used as a residence.
- (iii) Exemption for Institutional Mortgagees. A Mortgagee who acquires title to a Lot by foreclosure of its first priority deed of trust on the Lot or by a deed in lieu of such a foreclosure may lease the Dwelling so long as it is owned by such Mortgagee; however, this subsection (d)(iii) shall not permit leasing by any Owner, other than such Mortgagee, who purchases the Lot at a foreclosure sale or acquires title to the Lot from the Mortgagee subsequent to the foreclosure of a deed of trust or granting of a deed in lieu of foreclosure.

(d) Procedures. Prior to entering into any lease, the Owner of the Dwelling to be leased shall deliver to the Association written notice of intent to lease, together with a copy of the proposed lease, the name of the lessee and all other people occupying the Dwelling, and such additional information as the Board may require. Within fifteen (15) business days after receipt of the Owner's notice of intent to lease *and* all information required by the Board to be provided in connection therewith, the Board shall notify the Owner in writing of the Board's decision (together with any conditions imposed by the Board upon such approval including, without limitation, any changes in the duration of the lease as determined by the Board) or disapproval of the lease. The Board may reject if it or its designee determines that the Dwelling is not eligible to be leased under this Section 14 of the proposed lease is not in an acceptable form. If the Board does not approve or reject the proposed lease by written notice to the Owner within such 15-day period, the lease shall be deemed acceptable.

The notice of any lease shall also be accompanied by a fee ("Administrative Lease Fee") in such reasonable amount as the Board may establish from time to time, to help fund anticipated costs of processing lease applications, updating resident records, issuing identification cards to the occupants of leased Dwellings, and other administrative burdens associated with leasing. The Board may also require payment of a deposit for each identification card, key or other form of pass issued to the occupants of the leased Dwelling to permit access to common areas, which deposit shall be refunded if the item is returned in unusable condition upon termination of the lease.

If the Board approves the application (whether actual or deemed), the Owner may lease the Dwelling for the time period set forth in the Board's notice or, if the Board fails to respond within the 15-day period, as set forth in the lease submitted by the Owner to the Board for approval. Upon expiration of such authorized period, any lease of the Dwelling shall terminate unless the Owner has applied for and been granted an extension of hardship exception, which may be granted or withheld in the Board's sole discretion."

3. Section (f) of Article XIII shall be changed to (e), however, shall otherwise remain unchanged substantively.

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

5. Except as amended hereinabove, the remaining portions of the Declaration as originally recorded and subsequently amended are hereby restated and re-acknowledged.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal this 24th day of October 2017.

DECLARANT:

WF-TWF DEVELOPMENT, LLC,
A Delaware limited liability company

By: _____

Name: John P. Myers
Title: Authorized Signatory

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STATE OF North Carolina COUNTY OF Wake;

I certify that the following person appeared before me this day and acknowledge to me that he/she signed the foregoing document for the purposes stated therein and in the capacity indicated and that his/her authority to sign is given in the document recorded in Book 14507, Page 377, Wake County Registry: _____.

John P. Myers, Authorized Signatory for WF-TWF Development, LLC

Date: 10-24-2017
(Notary Stamp or Seal)

Diane Wallace
Notary Public
My commission expires: 05-03-2020

