

BOOK: 019608 PAGE: 01572 - 01574

Drawn by and mail after recording to:
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STATE OF NORTH CAROLINA

COUNTY OF WAKE

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS, AND
EASEMENTS FOR ELM PARK**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR ELM PARK (this "Amendment") is made as of the 4th day of April, 2024 (the "Effective Date"), by **TRI POINTE HOMES HOLDINGS, INC.**, a Delaware corporation (referred to as "Declarant") (index as "Grantor" and "Grantee").

RECITALS:

WHEREAS, Declarant is the "Declarant" under that certain Declaration of Covenants, Restrictions, and Easements for Elm Park dated as of June 2, 2023, and recorded on June 6, 2023 in Book 19352 at Page 1688 of the Wake County Public Registry (the "Declaration"); and

WHEREAS, pursuant to Section 18.1 of the Declaration, the Declaration may be unilaterally amended, changed or added to at any time and from time-to-time by an instrument executed by Declarant and recorded in the Wake County Public Registry without the requirement of the consent of the Association or any of the Owners or their mortgagees; and

WHEREAS, the Declarant desires to amend the Declaration as set forth herein.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The Recitals above are hereby incorporated into this Amendment. Capitalized terms used but not defined herein shall have the meanings given them in the Declaration.

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Submitted electronically by "Alexander Ricks PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

2. Solar Panels: The following is hereby inserted as Section 12.22 of the Declaration:

“12.22 Solar Panels. The installation of solar panels or other “green energy” improvements (“Green Energy Improvements”) to the roof or exterior of a Unit shall be permitted in accordance with N.C.G.S. §22B-20 after approval by the Architectural Review Board. Provided that the following restrictions do not prevent the reasonable use of the applicable Green Energy Improvements, any such Green Energy Improvements shall (i) not be visible from the right-of-way in front of the applicable Unit; (ii) shall be flush mounted on the far back side or rear of the roof of the Unit (positioned as low as possible on the rear side of the roof); and (iii) be installed to be as unobtrusive as possible. Upon any such approval for the installation of Green Energy Improvements, the Owner of such Lot, its successors and assigns, shall thereafter be responsible for the installation, maintenance and repair of the Green Energy Improvements and any and all damage caused to the Unit or to adjacent Units, if applicable, during the installation, maintenance or repair of such Green Energy Improvements, and, as a condition to such approval, Declarant and/or the Architectural Review Board may require the Owner of the subject Lot to enter into a license or other agreement relative to same. The Association shall not be responsible for the installation, maintenance or repair of Green Energy Improvements installed by an Owner.”

3. Leased Units. The third and fourth sentences of Section 16.1 of the Declaration are hereby deleted in their entirety, and the following is inserted in lieu thereof:

“Notwithstanding anything in this Declaration to the contrary, the leasing of multiple Units by a single Owner, or the leasing of multiple Units by two (2) or more Owners related by blood, adoption or marriage, or by Owners with common ownership and/or control (whether direct or indirect), or by a group of Owners under the control or direction of a single person or entity, shall be prohibited, except that this prohibition shall not apply to: (a) multiple Units leased to Declarant which are authorized for use as model homes or sales offices and used solely for that purpose; or (b) the leasing of multiple Units by an institutional lender following foreclosure on such Units.”

4. The terms and conditions of this Amendment shall be governed by and construed in accordance with the laws of the State of North Carolina. This Amendment shall bind and run with the Property.

5. Except as modified by this Amendment, all of the terms and conditions of the Declaration shall remain in full force and effect. If there is any conflict between this Amendment and the Declaration, this Amendment shall control. Except where the context otherwise requires, all references in this Amendment to the Declaration shall be deemed to include the provisions of this Amendment. The terms and provisions of this Amendment shall be binding upon and shall inure to the benefit of the Owner(s) of the Property, their respective successors, heirs and assigns, if any.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

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

TRI POINTE HOMES HOLDINGS, INC.,

a Delaware corporation

By: 

Name: Bob Davenport

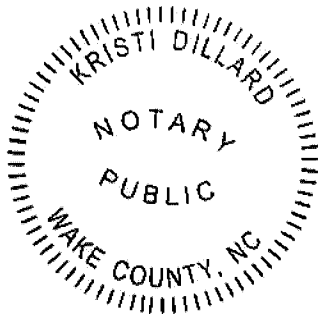
Title: Division President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, the undersigned, a Notary Public of the County and the State aforesaid, certify that Bob Davenport, personally appeared before me this day and acknowledged that he is the Division President of Tri Pointe Homes Holdings, Inc., a Delaware corporation, and that by authority duly given and as the act of the corporation, he executed the foregoing instrument.

Witness my hand and official seal, this the 9th day of ^{May}~~April~~, 2024.



Kristi Dillard

Notary Public

Kristi Dillard

Print Name

My commission expires: October 6, 2026