

BOOK: 016797 PAGE: 02301 - 02304

Drawn by and mail after recording to:
Alexander Ricks PLLC (MJH)
4601 Park Road, Suite 580, Charlotte, NC 28209

STATE OF NORTH CAROLINA**COUNTY OF WAKE****SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR REYNOLD'S MILL**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR REYNOLD'S MILL (this "Amendment") is made as of the 23rd day of May, 2017 (the "Effective Date"), by **TAYLOR MORRISON OF CAROLINAS, INC.**, a North Carolina corporation (referred to as "Declarant") (index as "Grantor" and "Grantee").

RECITALS:

WHEREAS, Declarant, successor by assignment from Parker & Orleans Homebuilders, Inc., is the Declarant under that certain Declaration of Covenants, Conditions, Restrictions, and Easements for Reynold's Mill recorded in Book 12407 at Page 1021 of the Wake County Public Registry (the "Registry"), as modified by that certain Assignment of Declarant Rights recorded in Book 16094 at Page 658 of the Registry, as supplemented by that certain Supplementary Declaration of Covenants, Conditions, Restrictions and Easements for Reynold's Mill recorded in Book 12749 at Page 504 of the Registry, as further supplemented by that certain Second Supplementary Declaration of Covenants, Conditions, Restrictions and Easements for Reynold's Mill recorded in Book 16757 at Page 1079 of the Registry, as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Reynold's Mill recorded in Book 16763 at Page 714 of the Registry, as further supplemented by that certain Third Supplementary Declaration of Covenants, Conditions, Restrictions and Easements for Reynold's Mill recorded in Book 16764 at Page 1685 of the Registry (as modified, amended, and supplemented, the "Declaration"); and

WHEREAS, pursuant to Section 13.4 of the Declaration, the Declaration may be amended with the written consent of both the Declarant and the Owner(s) of not less than two-thirds (2/3rds) of the outstanding votes of the Association; and

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.
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WHEREAS, the Declarant currently possesses more than two-thirds (2/3rds) of the outstanding votes of the Association; and

WHEREAS, the Declarant desires to amend the Declaration to provide for certain additional restrictions on the leasing of Lots within the property subject to the Declaration (the "Property").

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.

2. Restrictions on Leasing: The last grammatical paragraph in Section 7.30 of the Declaration is hereby deleted in its entirety, and the following is inserted in lieu thereof:

"Except as expressly prohibited above, an Owner may lease his/her Lot, provided that (i) the Owner obtains the prior written consent of the Board (which request for consent shall include the name of the proposed tenant(s), a copy of the proposed lease, and any additional information the Board may require), (ii) no more than twenty percent (20%) of all Lots within the Property are leased at the time the Owner's request is made to the Board, and (iii) any such lease must be for a term not less than twelve (12) consecutive months. All leases shall be in writing and shall contain the following provisions:

(x) Each tenant shall comply, and all leases shall require the tenant to comply, with the covenants, terms, conditions and restrictions of the Declaration, Bylaws, and any rules and regulations adopted by the Association from time-to-time (collectively, the 'Governing Documents'). A violation of any of the terms of any of the Governing Documents shall constitute a material breach of the lease and shall constitute grounds for damages, termination of the lease and eviction by the Association.

(y) The Board of Directors shall have the power and authority to terminate the lease and/or bring proceedings to evict the tenant in the name of the Owner if either the tenant defaults under the lease or the Association forecloses a lien for unpaid Assessments on the Lot.

(z) This Declaration and other Governing Documents then in effect must be given to the tenant by or on behalf of the Owner at or before the commencement of the lease term; provided, however, that such Tenant's obligations under this Section 7.30(z) shall not be affected by the failure to receive the Governing Documents. All tenancies are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease.

If an Owner fails to include any of the foregoing provisions in any lease, the provisions shall be deemed to be included and part of the lease. Prior to the time a tenant takes possession of the Lot, the Owner shall furnish the Association with a copy of the lease for the Lot. Each Owner or tenant of a leased Lot shall be obligated to deliver a copy of the lease to the Association within seven (7) days after request by the Association."

3. For avoidance of any doubt, the changes to Section 7.30 of the Declaration set forth herein shall only apply to any new leases, or extensions/renewals of existing leases, entered into on or after the Effective Date. Section 7.30 of the Declaration, as it existed prior to this Amendment, shall continue to

govern and control any lease entered into prior to the Effective Date for the duration of the original term thereof (but not any extensions/renewals of such term).

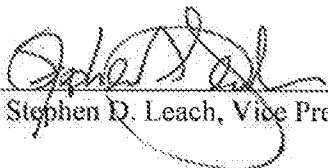
4. The terms and conditions of this Amendment shall be governed by and construed in accordance with the laws of the State of North Carolina. This Amendment shall bind and run with the Property.

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.

TAYLOR MORRISON OF CAROLINAS, INC.,
a North Carolina corporation

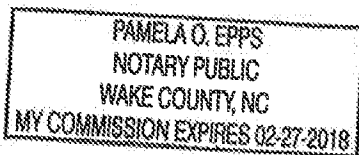
By:  VP
Stephen D. Leach, Vice President

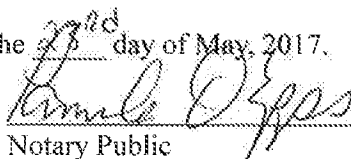
STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, the undersigned, a Notary Public of the County and the State aforesaid, certify that Stephen D. Leach, personally appeared before me this day and acknowledged that he is the Vice President of Taylor Morrison of Carolinas, Inc., a North Carolina 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 27th day of May, 2017.




Notary Public

Pamela O. Epps
Print Name

My commission expires: 2-27-2018