

Drawn by and mail after recording to:
Alexander Ricks PLLC (MJH)
1420 E. 7th Street, Suite 100
Charlotte, NC 28204

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS, AND
EASEMENTS FOR TOWNES AT WESTFORD**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR TOWNES AT WESTFORD (this "Amendment") is made as of the **22** day of February, 2022 (the "Effective Date"), by **TAYLOR MORRISON OF CAROLINAS, INC.**, a North Carolina corporation (referred to as "Declarant") (index as "Grantor" and "Grantee"), and consented to by **TOWNES AT WESTFORD OWNERS ASSOCIATION, INC.**, a North Carolina non-profit corporation ("Association").

RECITALS:

WHEREAS, Declarant made and entered into that certain Declaration of Covenants, Restrictions, and Easements for Townes at Westford dated as, and recorded on, May 23, 2019 in Book 17451 at Page 1337 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.
2. Encroachment Agreements with Town of Apex. Notwithstanding anything in the Declaration to the contrary, the Association shall be obligated to assume and fulfill, and by execution of

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.

this Amendment does hereby agree to assume and fulfill, any obligations of "Grantee" to (i) maintain liability insurance pursuant to the terms of any encroachment agreements entered into from time-to-time by and between Declarant and the Town of Apex (the "Town") which pertain to portion(s) of the Property (collectively, the "Encroachment Agreements"); and (ii) timely provide the Town with evidence of such liability insurance policies pursuant to the terms of any such Encroachment Agreements.

3. Impervious Area Restrictions. Notwithstanding anything in the Declaration to the contrary, the maximum area of impervious surface on any Lot shall not exceed the following amounts:

- (a) Lot containing a Detached Townhome: 3,100 square feet
- (b) Lot containing an end Unit Attached Townhome: 2,400 square feet
- (c) Lot containing an interior Unit Attached Townhome: 1,800 square feet

Notwithstanding the foregoing, a single pad made from concrete or stone pavers which does not exceed eighteen (18) square feet in total, and which is utilized for the storage and/or use of a permitted open-flame cooking device (e.g., an outdoor grill) installed or placed at least ten (10) feet from the closest combustible building material, shall not apply or count towards the maximum impervious area limitations set forth above. For purposes of the Declaration, an "impervious surface is a hard surface on a Lot that does not allow rainwater to soak into the ground. This includes, but is not limited to, rooftops, carports, driveways, garages, walkways, storage sheds, parking lots, and patios (including, but not limited to, patios or extensions thereof made from pavers and/or paving stones).

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 and Association have 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: [Signature]

Name: Scott Roylance

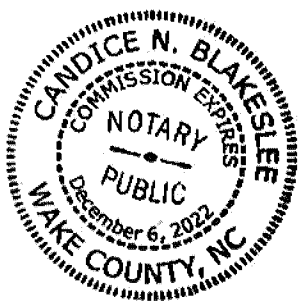
Title: Vice President

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, the undersigned, a Notary Public of the County and the State aforesaid, certify that Scott Roylance personally appeared before me this day and acknowledged that s/he is the Vice President of Taylor Morrison of Carolinas, Inc., and that by authority duly given and as the act of the corporation, s/he executed the foregoing instrument.

Witness my hand and official seal, this the 22nd day of February 2022.



[Signature]
Notary Public

Candice N. Blakelee
Print Name

My commission expires: 12/06/2022

**TOWNES AT WESTFORD OWNERS
ASSOCIATION, INC.,** a North Carolina non-profit
corporation

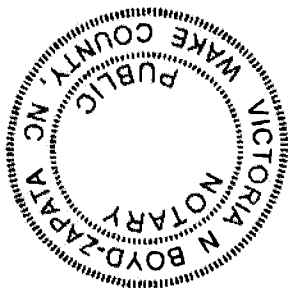
By: [Signature]
Name: Candice N. Blakestee
Title: President

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, the undersigned, a Notary Public of the County and the State aforesaid, certify that CANDICE N. BLAKESLEE, personally appeared before me this day and acknowledged that s/he is the President of Townes at Westford Owners Association, Inc., and that by authority duly given and as the act of the corporation, s/he executed the foregoing instrument.

Witness my hand and official seal, this the 23 day of February 2022.



[Signature]
Notary Public

VICTORIA N. BOYD-ZAPATA
Print Name

My commission expires: 10-31-2023