

WAKE COUNTY, NC 430
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/11/2013 AT 16:09:55

BOOK:015438 PAGE:01302 - 01308

After recording, MAIL TO: JPM South Development, LLC
9380 Falls of Neuse Road, Suite 203
Raleigh, NC 27615

Drafted by: Moore & Alphin, PLLC (rm)

**FIRST AMENDMENT TO
MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS
FOR TRADITIONS
(Fences and Limited Common Area)**

This First Amendment is made and entered to, effective as of the date on which it is recorded in the Wake County Registry, by **WS – TWF DEVELOPMENT, LLC**, a Delaware limited liability company ("Declarant"), and consented to by **JORDAN'S CONSTRUCTION, INC.**, a North Carolina corporation ("Jordan"), and **TRADITIONS NC, LLC**, a Virginia limited liability company ("TNC" and, together with Jordan, the "Builders"), and by the, **TRADITIONS MASTER ASSOCIATION, INC.**, a North Carolina non-profit corporation ("Association").

RECITALS:

A. Declarant has previously recorded in Book 15045, Page 1856, Wake County Registry, that certain Master Declaration Of Covenants, Conditions, Restrictions, Easements, Charges And Liens for Traditions (the "Declaration"), and has subjected thereto certain real property located in Wake Forest Township, Wake County, North Carolina, which Declarant has developed into a subdivision of single-family detached residential building lots known as "Traditions Southwest", as shown on the maps recorded in Book of Maps 2012, Pages 1208-12114, inclusive, Wake County Registry.

B. Declarant, the Builders and the Association desire to amend the Declaration to designate certain portions of the Common Area in Traditions Southwest as "Limited Common Area" as defined in Section 10 of Article I of the Declaration.

C. Declarant and the Builders own more than 75% of the Lots and, therefore, have the authority under Section 2 of Article XII of the Declaration to amend the Declaration as provided herein.

NOW, THEREFORE, Declarant and the Builders hereby declare that the Declaration be, and hereby is, amended as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated by this reference as if fully set forth in the body hereof.

2. Defined Terms. Capitalized terms not defined herein shall have the meaning of such terms as set forth in the Declaration.

3. Subdivision Privacy Fence. Declarant has constructed a subdivision privacy fence in the Common Area abutting Traditions Grande Boulevard, leaving a varying amount of Common Area between the subdivision privacy fence and the rear line of the Lots abutting that Common Area.

4. Fences on Lots 4 through 14. Jordan owns Lots 4, 5, 8, 9, 12 and 13, and TNC owns Lots 6, 7, 11 and 12, and Declarant owns 14 (all as shown on the maps recorded in Book of Maps 2012, Pages 1207-1214, inclusive) (the "Large Custom Lots"). TNC, Jordan and the Person who purchases Lot 14 from Declarant *shall* construct a fence, approved in writing by Declarant, on each of the Large Custom Lots that it owns, which fence shall extend past the rear line of each Large Custom Lot and tie into the Subdivision privacy fence installed by Declarant so as to create what appears to be a larger rear yard on the Lot. The area between the rear lot line and the inside (facing the home) of the privacy fence shall be deemed Limited Common Area for the Lot enclosed by the fence.

5. Fences on Lots 1, 2 and 3. Jordan owns Lot 1 and TNC owns Lots 2 and 3 (the ". With the prior written approval of TNC and Jordan own Lots 4 through 14, inclusive (the "Small Custom Lots"). With the prior written consent of Declarant, which consent may be granted or denied in Declarant's sole discretion, TNC and Jordan *may* construct a fence on the Small Custom Lots that it owns, which fence will extend past the rear line of each Small Custom Lot to a point in the Common Area (the exact location of the end of the fence to be approved by Declarant in writing) so as to create what appears to be a larger rear yard on the Lot. In such event, the area between the rear lot line and the inside of the privacy fence shall be deemed Limited Common Area for the Lot enclosed by the fence.

6. Rights and Obligations of Owners. Except as specifically provided in this Section, the Owner of a Lot containing such Limited Common Area may use such Limited Common Area as if it were part of such Owner's Lot, including planting of vegetation therein (subject to Declarant's prior written approval), but no Owner may construct or install any structure of any type (other than the fence) within such Limited Common Area. The Owner of such Lot shall be solely responsible for maintaining such Limited Common Area, including the fence installed to create such Limited Common Area; provided, however, that the Association responsible for maintaining the subdivision privacy fence. Notwithstanding the foregoing, a fence which serves as a common side fence for two Lots shall be maintained by the Owners of

the two Lots under common law rules applicable to party walls. Each Owner shall ensure that his homeowners' insurance policy provides insurance for such Owner's use of the Limited Common Area serving his Lot.

7. Easements. As more fully provided in the Declaration, an Owner shall have an easement over the Limited Common Area serving his Lot and, to the extent necessary, an owner of each Lot containing a common side fence shall have an easement on the other Owner's Lot and Limited Common Area to the extent necessary for the Owner to maintain the common side fence.

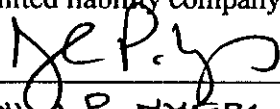
8. Maintenance by the Association. The Association shall be responsible for maintaining any portion of the Common Area not required to be maintained by an Owner by the terms of this First Amendment.

9. No Other Changes. Except as specifically modified by this First Amendment, the Declaration remains unchanged and in full force and effect.

In witness whereof, Declarant, each Builder, and the Association has caused this First Amendment to be signed in its name by its duly authorized official, as of the date set forth in its notary acknowledgment below.

DECLARANT:

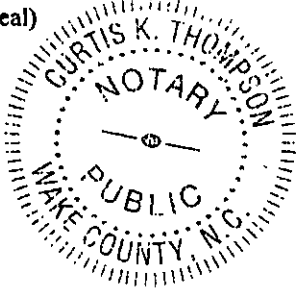
WF -TWF DEVELOPMENT, LLC,
a Delaware limited liability company

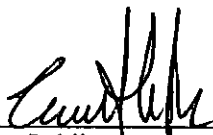
By: 
Name: JOHN P. MYERS POA
Title: Authorized Signatory

STATE OF North Carolina -- COUNTY OF Wake :

I certify that the following person appeared before me this day and acknowledged to me that he/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.

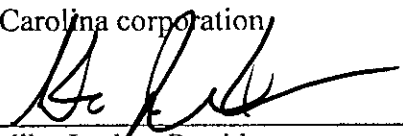
Date: 9-11-2013
(Notary Stamp or Seal)




Notary Public
My commission expires: 9-9-2015

JORDAN:

JORDAN'S CONSTRUCTION, INC.,
a North Carolina corporation

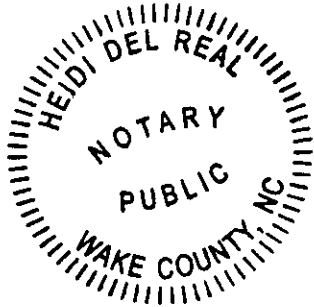
By: 
Mike Jordan, President

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. Mike Jordan.

Date: 9/9/13

(Notary Stamp or Seal)




Notary Public
My commission expires: 8/15/17

TNC:

TRADITIONS NC, LLC,
a Virginia limited liability company

By: *[Signature]*
Name: Mark Krings
Title: Manager

STATE OF NORTH CAROLINA -- COUNTY OF WAKE:

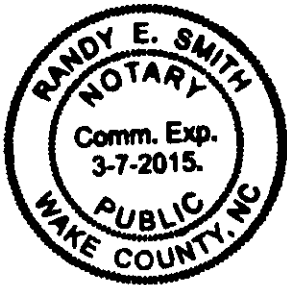
I certify that the following person appeared before me this day and acknowledged to me that he signed the foregoing document for the purposes stated therein and in the capacity indicated.

MARK KRINGS

Date: 9-9-2013

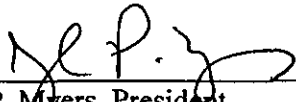
(Notary Stamp or Seal)

[Signature]
Notary Public
My commission expires: 03-07-15



ASSOCIATION:

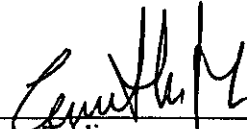
TRADITIONS MASTER ASSOCIATION, INC.,
a North Carolina non-profit corporation

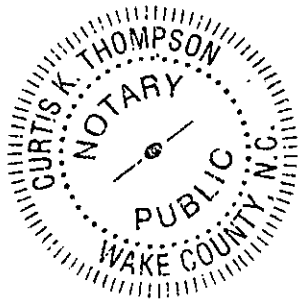
By: 
John P. Myers, President

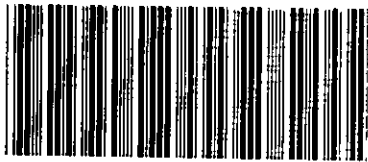
STATE OF NORTH CAROLINA -- COUNTY OF WAKE:

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. John P. Myers.

Date: 9-11-2013
(Notary Stamp or Seal)


Notary Public
My commission expires: 9-9-2015





BOOK:015438 PAGE:01302 - 01308

**Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.**



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

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
_____ # of Pages
7
Te