

Prepared by and
Return after recording to:

Keith D. Burns
Nexsen Pruet, PLLC
4141 Parklake Ave.
Suite 200
Raleigh, NC 27612

Cross Reference: Declaration of Covenants,
Restrictions, and Easements for Hensley
Homeowners' Association, recorded at
Book 16755, Page 242, Wake County
Registry

AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS, AND
EASEMENTS FOR HENSLEY HOMEOWNERS' ASSOCIATION

THIS *AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND
EASEMENTS FOR HENSLEY HOMEOWNERS' ASSOCIATION* (this "Amendment") is made
by HHHunt Shaffer, LLC, a North Carolina limited liability company (the "Declarant").

RECITALS

A. This Amendment is made pursuant to the terms of Article X of the Declaration of Covenants, Restrictions, and Easements for Hensley Homeowners' Association, recorded in Book 16755, Page 242, Wake County, North Carolina Registry, as amended and supplemented (the "Declaration") which provides that for so long as Declarant owns property described in Exhibits "A" or "B" therein, the Declarant may unilaterally amend the Declaration for any purpose.

B. Declarant owns property described in Exhibits "A" or "B" of the Declaration.

C. Declarant desires to amend the Declaration as more specifically described herein.

NOW, THEREFORE:

1. Article I, "Unimproved Lot", is hereby amended and restated as follows: "Unimproved Lot" shall mean a Lot which is not an Improved Lot or Improved Townhome Lot.

2. Article I, "Lot", is hereby amended and restated as follows: "Lot" shall mean each portion of the Property which may be independently owned and conveyed and which is intended for development, use, and occupancy as a residence for a single family, as shown on the Plat. The term "Lot" includes an "Improved Lot", "Unimproved Lot", "Improved Townhome Lot", and "Unimproved Lot".

3. Article VIII, Section 8.01, is hereby amended by adding the following:

The Association shall also maintain the landscaping for each Improved Townhome Lot (the "Townhome Lot Landscaping"). The Townhome Lot Landscaping shall include mowing of grass (including the grass in the front, side, and rear yard of each Townhome Lot), and with respect to the front and side yards only, edging around landscape beds, sidewalks, walkways, curbs, driveways, and all obstacles; pruning of shrubs and plants; blowing and removing of grass clippings and leaves; pest and weed control in landscape areas; and aeration, fertilizing, and overseeding. Townhome Lot Landscaping shall be performed in a manner consistent with the Community Wide Standard and the frequency of service shall be at the sole discretion of the Board of Directors.

4. Capitalized terms in this Amendment not otherwise defined herein shall have the same meaning as provided in the Declaration.

5. Except as expressly modified in this Amendment, every term and provision of the Declaration is ratified and remains in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by its duly authorized officers on the day and year set forth below.

DECLARANT

HHHUNT SHAFFER, LLC

By: HHHunt Corp., its Manager

By:

Name:

Its:

George W. Moore III
George W. Moore III
Vice President

STATE OF Virginia
COUNTY OF Henrico

I, Joann Marie Boston, a Notary Public for said County and State, do hereby certify that George W. Moore III personally appeared before me this day and acknowledged that (s)he is the Vice President of HHHunt Corp., which is manager of HHHunt Shaffer, LLC, a North Carolina limited liability company, and that (s)he, being authorized to do so, executed the foregoing on behalf of the limited liability company.

WITNESS my hand and notarial stamp/seal, this 15 day of June, 2017.

Joann Marie Boston
Notary Public

My Commission Expires:

3/31/2021

