

WAKE COUNTY, NC 275
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07/17/2006 AT 10:56:34

BOOK:012064 PAGE:00455 - 00460

STATE NORTH CAROLINA
COUNTY OF WAKE

Return to: Ammons Development Group, Inc.
PO Box 1615, Wake Forest, NC 27588
FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HERITAGE WAKE
FOREST TWO SUBDIVISION AND
WILDFLOWER SUBDIVISION

THIS FIRST AMENDMENT, made this 17th day of July, 2006, by and between Rogers Road Developers, LLC, a North Carolina Limited Liability Company, Heritage Wake Forest, Inc., a North Carolina Corporation (hereinafter "Declarants"), and Andrew L. Ammons, Clark Alcock and Robert Weintraub (hereinafter "Officers of the Owners Association");

WITNESSETH:

THAT, WHEREAS, Declarants have heretofore recorded that certain Declaration of Covenants, Conditions and Restrictions for Heritage Wake Forest Two Subdivision and Wildflower Subdivision in Book 11477, Page 1583, Wake County Registry (hereinafter "Declaration"), covering property shown on a certain map recorded in Book of Maps 2005, Pages 1453, 1454, 1455, 1456, 1457 and 1458, Wake County Registry; and

WHEREAS, Declarants desire to amend the Declaration, and Owners have approved and consented to such amendment, pursuant to Article XII, Section 2, of the aforementioned Declaration, evidenced by the execution hereon by the Officers of the Owners' Association;

NOW, THEREFORE, in consideration of the premises, Declarants and Owners hereby agree as follows:

1. Article V, Section 1 of said Covenants recorded Book 11477, Page 1583, Wake County Registry, is hereby repealed in its entirety, and the following provision is substituted in lieu thereof:

Section 1. Creation of the Lien and Personal Obligation for Assessments.
The annual, special and special individual assessments, together with such

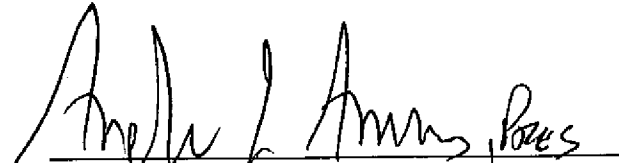
interest thereon and costs of collection thereof (including, without limitation, reasonable attorney fees and fees not to exceed \$225.00 in total per each act of delinquency, to be charged by the association or the association's managing agent for offsetting the costs of collection) as are hereinafter provided shall be a charge on the Lot and shall be the personal and continuing obligation of the Owner of such Lot at the time when the assessment became due. The association, upon an affirmative vote by the majority of the board of directors, may increase or decrease the amount charged by the association or the association's managing agent for offsetting the costs of collection, provided that written notice is provided to all owners of record at the time of said change. An Owner's personal obligation for payment of such assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

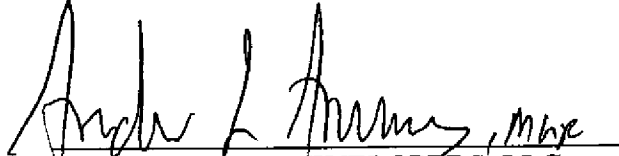
2. Article V, Section 10 of said Covenants recorded Book 11477, Page 1583, Wake County Registry, is hereby repealed in its entirety, and the following provision is substituted in lieu thereof:

Section 10. Assessment Lien and Foreclosure. All unpaid sums that have been assessed in the manner provided in this Article shall, together with late charges as provided in this Declaration, plus the cost of Collection (including reasonable attorney's fees and fees not to exceed \$225.00 in total per each act of delinquency, to be charged by the association or the association's managing agent for offsetting the costs of collection), become a continuing lien and charge on the Lot and all Improvements thereon owned by the defaulting Owner as of the assessment due date, which shall bind such Lot and Improvements then in the hands of the Owner, and the defaulting Owner's heirs, devisees, personal representatives, successors and assignees. The association, upon an affirmative vote by the majority of the board of directors, may increase or decrease the amount charged by the association or the association's managing agent for offsetting the costs of collection, provided that written notice is provided to all owners of record at the time of said change.

3. Except as specifically set forth herein, the Declaration shall remain unamended and in full force and effect.

This, the 17th day of July, 2006.


HERITAGE WAKE FOREST, INC.


ROGERS ROAD DEVELOPERS, LLC


ANDREW L. AMMONS

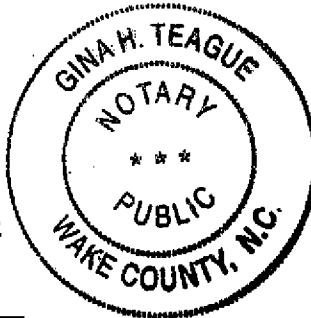

CLARK ALCOCK


ROBERT WEINTRAUB

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, GINA H. TEAGUE, a Notary Public in and for said County and State, do hereby certify that ANDREW L. AMMONS personally appeared before me and acknowledged that he is the President of Heritage Wake Forest, Inc., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, himself as its Secretary.

Witness my hand Notarial Seal, this 17th day of July, 2006.



My commission expires:

2-3-08

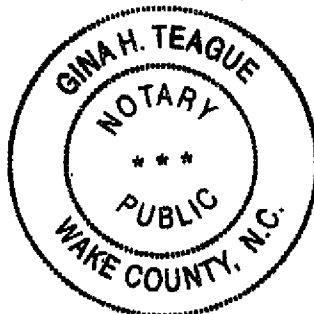
Gina H. Teague
Notary Public

GINA H. TEAGUE
Printed Name

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, GINA H. TEAGUE, a Notary Public in and for said County and State, do hereby certify that ANDREW L. AMMONS personally appeared before me and acknowledged that he is the Manager of Rogers Road Developers, LLC., a North Carolina Limited Liability Company, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, himself as its Secretary.

Witness my hand Notarial Seal, this 17th day of July, 2006.



My commission expires:

2-3-08

Gina H. Teague
Notary Public

GINA H. TEAGUE
Printed Name

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, GINA H. TEAGUE, a Notary Public in and for said
County and State, do hereby certify that Andrew L. Ammons, Clark Alcock and Robert
Weintraub personally appeared before me and acknowledged the due execution of the
foregoing instrument for the purposes and intents therein expressed.

Witness my hand Notarial Seal, this 17th day of July, 2006.

Gina H. Teague
Notary Public

GINA H. TEAGUE
Printed Name

My commission expires:

2-3-08

