

WAKE COUNTY, NC 119
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/04/2015 11:52:20

BOOK:016143 PAGE:01341 - 01345

Prepared by & Hold for: Moore & Alphin, PLLC (BG) (Box 155) *By*

STATE OF NORTH CAROLINA
WAKE COUNTY

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR
CYPRESS MEADOW SUBDIVISION**

THIS FIRST AMENDMENT to the Declaration of Covenants, Conditions, Restrictions and Easements for Cypress Meadow Subdivision (this "Amendment") is made as of the day it is signed, by **Beazer Homes Corp.**, a Tennessee corporation (the "Declarant") and **Community Development Capital Group, LLC**, a Delaware limited liability company ("CDCG").

WHEREAS, Declarant has previously recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Cypress Meadow Subdivision in Book 15871, Page 1403 in the Wake County Registry (such instrument referred to herein as the "Declaration"); and

WHEREAS, pursuant to the power granted in Article XV, Section 1 of the Declaration, Declarant may unilaterally, and in its sole discretion, amend the Declaration for any purpose; and

WHEREAS, pursuant to Article XV, Section 5 of the Declaration, any amendment to the Declaration shall require the written approval of CDCG. The signature of CDCG's authorized agent herein provides such written approval; and

WHEREAS, the Town of Fuquay-Varina (the "Town") requires this Amendment to make clarify and confirm the homeowners' obligation to maintain the street trees along the Town's rights-of-way.

NOW, THEREFORE, it is agreed and declared that the Declaration is amended as follows:

1. Article I, "Definitions": The following Definition is hereby added thereto and incorporated therein:

(aaa) "Street Trees" is defined as trees located in or near a Town right-of-way adjacent to an Owner's Lot.

2. Article III "Association", Section 3 "Functions and Services": The following subsection is hereby added thereto and incorporated therein:

(hh) In the event an Owner does not perform its obligation to maintain and/or replace Street Tree(s) on its Lot or in the right-of-way adjacent to its Lot, the Association shall have the responsibility to perform such maintenance. If the Association performs such maintenance and/or replacement due to the Owner's failure to perform such maintenance and/or replacement, the cost of such maintenance and/or replacement may be assessed against the Owner. All owners are subject to the enforcement provisions contained in the Declaration.

3. Article XII "Easements and Other Rights", Section 4 "Easements Reserved for the Association": The following subsection is hereby added thereto and incorporated therein:

(e) The perpetual, non-exclusive and alienable easement in, over, across and through all portions of the Properties to enable the Association to provide for the care maintenance and replacement of Street Trees, including but not limited to, the discharge of any Owner's obligations to maintain or replace Street Trees. Where the Association replaces a Street Tree(s), the cost of such replacement may be assessed against the Owner. All owners are subject to the enforcement provisions contained in the Declaration.

4. Article XXI "Restrictive Covenants", Section 16 "Exterior Maintenance": The following sentences are hereby inserted immediately following the final sentence of Section 16 and are added thereto and incorporated therein:

The Owner of each Lot shall be responsible for maintaining, caring for and replacing the Street Tree(s) located on the Lot or in the right-of-way adjacent to the Lot. Maintenance shall include, but is not limited to, the trimming of limbs and the removal of dead or overhanging branches. Maintenance and replacement of dead trees shall comply with any Legal Requirement and Association standards. All owners are subject to the enforcement provisions contained in the Declaration.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, Declarant and CDCG have each caused this Amendment to be executed in legal and binding form, on the date indicated in the acknowledgement of such signature.

DECLARANT:

BEAZER HOMES CORP.,
a Tennessee corporation

By: _____

Chris Heal, Division President - Raleigh

STATE OF NORTH CAROLINA – COUNTY OF Wake

I, the undersigned, a Notary Public, certify that **Chris Heal** personally appeared before me this day and, being duly sworn, says and deposes, that he is the Division President – Raleigh of **Beazer Homes Corp.,** a Tennessee corporation, and that he, as Division President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this the 3 day of September, 2015.

(Stamp or Seal)

Elizabeth S. Gold
Notary Public

My commission expires: 1/23/2017



COMMUNITY DEVELOPMENT CAPITAL GROUP, LLC,
a Delaware limited liability

By: CDCG Asset Management, LLC, an Arizona
limited liability company, its Authorized Agent

By:

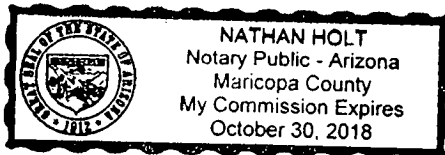
Steven S. Benson
Steven S. Benson, its Manager

STATE OF ARIZONA – COUNTY OF Maricopa

I, the undersigned, a Notary Public, certify that **Steven S. Benson** personally appeared before me this day and, being duly sworn, says and deposes, that he is the Manager of **CDCG Asset Management, LLC**, the Authorized Agent of Community Development Capital Group, LLC, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the company.

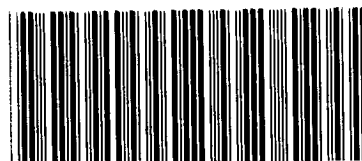
WITNESS my hand and official seal, this the 31st day of August, 2015.

(Stamp or Seal)



Nathan Holt
Notary Public

My commission expires: October 30, 2018



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**WAKE
COUNTY**

NORTH CAROLINA

Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

Laura M. Riddick

Register of Deeds

Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

____ # of Time Stamps Needed

This Document

5 # of Pages ✓