

Prepared by and return to:
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STATE OF NORTH CAROLINA

COUNTY OF WAKE

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAGNOLIA PARK**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAGNOLIA PARK (this "Amendment") is made and effective as of the date of its recordation in the Wake County Registry by **MATTAMY HOMES LLC**, a North Carolina limited liability company ("Declarant").

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Magnolia Park recorded in Book 19110, Page 162, Wake County Registry (as may be amended and supplemented from time to time, the "Declaration").

Article 15, Section 15.2 of the Declaration provides that Declarant, during the Development Period, without the consent or joinder of any Owner or Owners other than Declarant, shall have the unilateral right to make any amendments or modifications that Declarant deems necessary or desirable. Declarant now desires to amend the Declaration in certain respects as set forth herein.

NOW, THEREFORE, Declarant, by this Amendment, does hereby amend the Declaration as follows:

1. Defined Terms. All capitalized terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Declaration.
2. Access and Maintenance Easement. A new Section 11.14 is hereby added to the Declaration as follows:

11.14. Access and Maintenance Easement. As required by the Zoning Ordinance, Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, and appurtenant access and maintenance easements on each Lot (other than and excluding any Townhome Lot) within the area measuring five

feet (5') from each shared side property line to facilitate each Owner's maintenance of its Lot.

3. Effect of Amendment. The Declaration is hereby modified to the extent set forth herein, but only to the extent set forth herein. All provisions of the Declaration not modified by this Amendment shall remain in full force and effect in accordance with their original terms as set forth in the Declaration.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date set forth in the acknowledgement below.

DECLARANT:

MATTAMY HOMES LLC,
a North Carolina limited liability company

By: _____

Name: _____

Title: _____

George Young
Vice President of Land Acquisition

Wake County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Vice president of Land Acquisition George Young

Date: 3/29/23

My Commission Expires:

June 6, 2027

Dominique N. Norris
Notary Public
Print Name: Dominique N. Norris

[Affix Notary Stamp or Seal]

