

BK6897PG0239

Drawn by & HOLD FOR:
PERRY, PATRICK, FARMER & MICHAUX, PA (rm)

REGISTERED

96 MAR 22 AM 9:39

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

STATE OF NORTH CAROLINA

COUNTY OF WAKE

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE CARDINAL GROVE HOMEOWNERS ASSOCIATION, INC.

THIS First Amendment is made on the date hereinafter set forth by PULTE HOME CORPORATION, a Michigan corporation (hereinafter referred to as "Declarant");

W I T N E S S E T H:

WHEREAS, Declarant has heretofore recorded that certain Declaration Of Covenants, Conditions And Restrictions Of The Cardinal Grove Homeowners Association, Inc., in Book 6744, Page 112, WAKE County Registry (hereinafter referred to as the "Declaration");

WHEREAS, pursuant to Section 3 of Article IX of the Declaration, Declarant now desires to amend the Declaration as set forth herein;

WHEREAS Declarant is the owner of all of the property subject to the Declaration and described on Exhibit A thereto;

NOW, THEREFORE, in consideration of the premises, Declarant hereby declares that the Declaration be, and it hereby is, amended as follows:

1. Article IX of the Declaration is amended by adding the following at the end thereof:

"Section 8. Enforcement. In addition to any other rights and remedies that the Association may have under this Declaration, the Association may impose sanctions for violations of this Declaration, the By-Laws of the Association, the rules and regulations adopted Association, or the Restrictive Covenants applicable to the Properties, in accordance with procedures set forth in the By-Laws, which sanctions may include, but are not limited to, reasonable monetary fines (which fines shall

constitute a lien upon the Lot of the violator) and suspension of the right to vote and the right to use any facilities within the Common Area during the pendency of the violation. In addition, as provided in the By-Laws, the Association may exercise self-help to cure violations (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules) and may suspend any services it provides to the Lot of any Owner who is more than 30 days delinquent in paying any assessment or other charge due to the Association. The Association shall at all times have the right and easement to go upon any Lot for the purposes of exercising its rights hereunder, including, but not limited to, enforcement of the architectural guidelines applicable to the Properties. All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action to enforce its rights and remedies, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement actions. Any such determination shall not be construed as a waiver of the right to enforce such provisions under other circumstances or to estop the Association from enforcing any other covenant, restriction or rule."

2. Except as expressly amended herein, the Declaration shall be unamended and remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on this the 19th day of March 1996.

PULTE HOME CORPORATION

(Corporate Seal)

By: Bruce J. Herbert

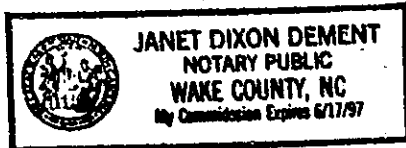
Bruce J. Herbert.
Attorney-In-Fact

STATE OF NORTH CAROLINA - WAKE COUNTY

I, Janet Dixon Dement, a Notary Public of the County and State aforesaid, do hereby certify that BRUCE J. HERBERT, Attorney-In-Fact for PULTE HOME CORPORATION, a Michigan corporation, personally appeared before me this day and, being by

me duly sworn, says and deposes that he executed the foregoing and annexed instrument for and in behalf of and as an act of said PULTE HOME CORPORATION, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in Book 5358, Page 154, Wake County Registry, and that this instrument was executed under and by virtue of the authority given in said instrument granting him Power-Of-Authority; and the said BRUCE J. HERBERT acknowledged the due execution of the foregoing instrument for the purposes set forth therein.

WITNESS my hand and official stamp or seal, this the day of March, 1996.



Janet Dixon Dement
Notary Public
My commission expires: 6-17-97

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of _____

Janet Dixon Dement

Notary Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By Lisa M. Nelson
Asst./Deputy Register of Deeds