

WAKE COUNTY, NC 11
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
04/22/2004 AT 08:40:54

BOOK:010777 PAGE:00861 - 00867

STATE OF NORTH CAROLINA

COUNTY OF WAKE

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

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREENSPOINTE ("First Amendment") is made and entered into this 21st day of April, 2004, by WESTFIELD HOMES OF THE CAROLINAS, LLC, a Delaware limited liability company ("Declarant"), WAKEFIELD G INVESTMENT, L.L.C., a Virginia limited liability company ("Developer"), and SANDLER AT WAKEFIELD, L.L.C., a Virginia limited liability company ("Master Declarant"), each joins in this First Amendment to acknowledge its consent and agreement to the provisions herein.

WHEREAS, Master Declarant is the declarant under that certain Declaration for Wakefield Plantation recorded in Book 8099, Page 0180, Wake County Registry, as amended by a First Amendment to Declaration for Wakefield Plantation recorded in Book 8190, Page 2009, Wake County Registry (also see Notice Of First Amendment to Declaration for Wakefield Plantation recorded in Book 8190, Page 2007, Wake County Registry and Revised Notice Of First Amendment to Declaration for Wakefield Plantation recorded in Book 8203, Page 0881, Wake County Registry), as amended by that Declaration of Exempt Property recorded in Book 8235, Page 249, Wake County Registry, and as further amended by that First Amendment to Declaration of Exempt Property recorded in Book 9349, Page 1, Wake County Registry ("Master Declaration");

WHEREAS, Declarant is the declarant under that certain Declaration of Covenants, Conditions and Restrictions for Greenspointe dated December 10, 2003, and recorded in Book 10586, Page 201, Wake County Registry (the "Declaration");

Prepared by and Return to
Michael F. King
Kennedy Covington Lobdell & Hickman, LLP
Vault Box # 123

0122511.02
LIB: RA

WHEREAS, the Master Declaration and the Declaration impose certain covenants, conditions and restrictions upon that certain real property as described in the Declaration (the "Property");

WHEREAS, Article 18, Section 18.10 of the Declaration provides that the Declaration may be amended by the vote or written consent of sixty-seven percent (67%) of the Voting Power of the Association if a two class voting structure is not in effect;

WHEREAS, as of the date hereof, Declarant is the Owner of all Lots in the Property, and, as such, there is only one class of votes in the Association;

WHEREAS, Declarant holds one hundred percent (100%) of the Voting Power of the Association;

WHEREAS, Declarant desires to amend certain provisions of the Declaration, as set forth below; and

WHEREAS, Developer and Master Declarant each joins in this First Amendment to acknowledge its consent and agreement to the provisions of this First Amendment.

NOW, THEREFORE, Declarant, in consideration of the foregoing recitals, which are hereby incorporated herein by reference, does hereby declare as follows:

1. Defined Terms. All capitalized terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Declaration.

2. Definitions. The definition of "Supplemental Declaration" in Article 1 of the Declaration is hereby deleted in its entirety and replaced with the following:

Supplemental Declaration. "Supplemental Declaration" means a supplemental declaration of covenants, conditions and restrictions which shall be recorded for the purposes of annexing additional property, including all or any portion of the Additional Land, if any, to the Property and causing such property to be subject to the scheme of covenants, conditions and restrictions contained in this Declaration and/or for the purposes of imposing, expressly or by reference, additional and/or different covenants, conditions and restrictions on the property described therein, including exemption from the provisions of Article 4, Section 4.04 of the Declaration as that Section has been amended by this First Amendment.

3. Property Rights. Article 4, Section 4.04 of the Declaration is hereby deleted in its entirety and replaced with the following:

4.04 Tenants. No Owner shall lease or rent its Lot except as may be permitted by the Rules and Regulations.

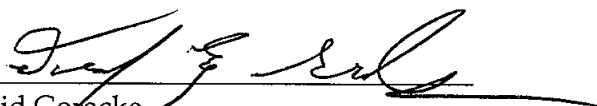
4. Effect of First Amendment. The Declaration is hereby modified to the extent set forth herein, but only to the extent set forth herein. All provisions of the Declaration not modified by this First Amendment to Declaration remain in full force and effect in accordance with their original terms as set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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Declarant, Master Declarant and Developer have caused this First Amendment to be executed as of the day and year first above written.

DECLARANT

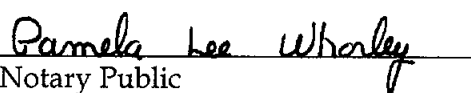
WESTFIELD HOMES OF THE CAROLINAS, LLC
a Delaware limited liability company

By: 
David Goracke
Vice President

STATE OF NORTH CAROLINA
COUNTY OF Wake

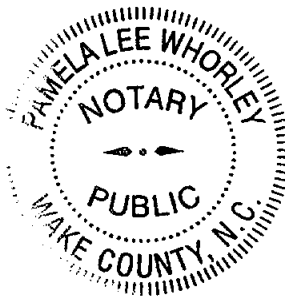
I, Pamela Lee Whorley, a Notary Public in and for said County and State, do hereby certify that David Goracke, Vice President of WESTFIELD HOMES OF THE CAROLINAS, LLC, a Delaware limited liability company, personally appeared before me this day, and acknowledged the due execution of the foregoing instrument on behalf of the company.

WITNESS my hand and official seal, this 21st day April, 2004.


Notary Public

My Commission Expires: 9/8/08

[NOTARIAL SEAL]



MASTER DECLARANT

SANDLER AT WAKEFIELD, L.L.C.
a Virginia limited liability company

By: [Signature]
Name: NATHAN D. BENSON
Its: MANAGER

STATE OF VIRGINIA
COUNTY OF VIRGINIA BEACH

I, K. McKINZIE, a Notary Public in and for said County and State, do hereby certify that NATHAN D. BENSON, MANAGER SANDLER AT WAKEFIELD, L.L.C., a Virginia limited liability company, personally appeared before me this day, and acknowledged the due execution of the foregoing instrument on behalf of the company.

WITNESS my hand and official seal, this 15 day April, 2004.

K. McKinzie
Notary Public

My Commission Expires: 09/30/06

[NOTARIAL SEAL]



DEVELOPER

WAKEFIELD G INVESTMENT, L.L.C.
a Virginia limited liability company

By: [Signature]
Name: NATHAN D. BENSON
Its: MANAGER

STATE OF VIRGINIA
COUNTY OF VIRGINIA BEACH

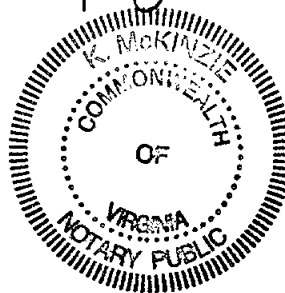
I, K. MCKENZIE, a Notary Public in and for said County and State, do hereby certify that NATHAN D. BENSON, MANAGER WAKEFIELD G INVESTMENT, L.L.C., a Virginia limited liability company, personally appeared before me this day, and acknowledged the due execution of the foregoing instrument on behalf of the company.

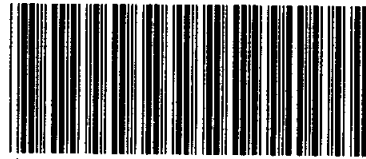
WITNESS my hand and official seal, this 15 day April, 2004.

K. McKenzie
Notary Public

My Commission Expires: 09/30/06

[NOTARIAL SEAL]





BOOK:010777 PAGE:00861 - 00867

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina – Wake County

The foregoing certificate 2 of Pamela Lee Whorley
K McKinzie

____ Notary(ies) 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.

Laura M. Riddick, Register of Deeds

By: Vernon S. Spear
DEPUTY
Assistant/Deputy Register of Deeds

This Customer Group

____ # of Time Stamps Needed

This Document

7 New Time Stamp
____ # of Pages