

WAKE COUNTY, NC 122
CHARLES P. GILLIAM
REGISTER OF DEEDS
PRESENTED & RECORDED ON
11/21/2018 12:43:47

BOOK:017299 PAGE:01458 - 01461

Prepared by and return to:
St. Amand & Efrid PLLC (DHH)
Lincoln at Belle Grove
3315 Springbank Lane, Suite 308
Charlotte, NC 28226

Cross Reference: Declaration of Covenants, Conditions and Restrictions for Buckhorn Preserve recorded in Book 17122, Page 673, Wake County Registry

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BUCKHORN PRESERVE**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUCKHORN PRESERVE (this "**Amendment**") is made and effective as of the date of its recordation in the office of the Register of Deeds for Wake County, North Carolina (the "**Effective Date**") by CALATLANTIC GROUP, INC., a Delaware corporation ("**Declarant**").

The designation Declarant as used herein shall include said party, its heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

RECITALS

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Buckhorn Preserve recorded May 9, 2018, in Book 17122, Page 673 in the Wake County Registry (as amended and supplemented from time to time, the "**Declaration**"); and

WHEREAS, pursuant to Section 18.10(a) of the Declaration, during the period of Declarant control, as set forth in Section 8.06 of the Declaration, Declarant, without obtaining the approval of any Owner or Owners other than Declarant, shall have the unilateral right, in its sole and absolute discretion, to make any amendments or modifications to the Declaration which Declarant deems necessary or desirable, including, without limitation, amendments or modifications to any procedural, administrative or substantive provision of the Declaration; and

WHEREAS, the period of Declarant control is still in effect; and

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

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Incorporation. The above recitals are incorporated herein by this reference.
2. Definitions. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the same meaning ascribed to them in the Declaration.
3. Approved Builders. Declarant hereby designates Ashton Raleigh Residential L.L.C. as an "approved builder," being granted the rights and privileges provided herein, which shall only apply to an approved builder. Notwithstanding the foregoing, Declarant shall have no obligation to hereafter designate any Owner or builder as an approved builder and may so designate or withhold such designation as an approved builder in its sole and absolute discretion.
4. Commencement of Assessments. Notwithstanding anything contained in the Declaration to the contrary, each approved builder shall be exempt from the payment of Annual Assessments until the conveyance of a Lot owned by an approved builder to a Person for use as a residential dwelling, at which time, the Owner of such Lot(s) shall be obligated for the payment of all Annual Assessments as provided in the Declaration.
5. Special Declarant Rights. Declarant hereby grants to each approved builder the right to exercise the following Special Declarant Rights, as limited herein:
 - A. The right to maintain sales offices, management offices, construction trailers, models and signs advertising the Property, subject, however, to Declarant's prior written approval as to location, design and materials used.
6. Remainder of Declaration Unaffected; Continuing Validity. Nothing contained in this Amendment shall be deemed to amend any other provision of the Declaration, except as specifically provided herein. All terms and conditions contained in the Declaration not so amended hereby shall remain in full force and effect and the Declaration is hereby ratified, confirmed and shall remain in full force and effect.
7. Headings; Governing Law; Severability. Headings used herein are for ease of reference only and shall have no substantive meaning. This Amendment shall be interpreted in accordance with North Carolina law. If a court of competent jurisdiction should find that any provision of this Amendment is unenforceable or otherwise in conflict with the Declaration, North Carolina law or the laws of the United States of America, such provision shall be deemed stricken and the remainder of this Amendment (and the Declaration, as applicable) shall continue in full force and effect as if such provision were never included herein. This Amendment and the provisions contained herein shall be deemed limited and shall be construed as strictly as possible.

[Signatures to Follow]

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

DECLARANT:

CALATLANTIC GROUP, INC.,
a Delaware corporation

By: [Signature]
Name: Troy J. George
Title: Vice President

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I hereby certify that Troy J. George, as the Vice President of CALATLANTIC GROUP, INC., a Delaware corporation, personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing Instrument for the purpose stated therein.

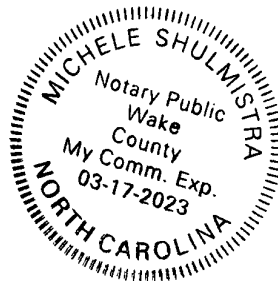
Date: 11/16/18

[Signature]
Official Signature of Notary Public

Michele Shulmistra
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: 3/17/23





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Please retain yellow trailer page

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

Charles P. Gilliam

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 Excessive Entities

_____ # of Time Stamps Needed

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4 # of Pages 