

WAKE COUNTY, NC 476
 LAURA M RIDDICK
 REGISTER OF DEEDS
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STATE OF NORTH CAROLINA : AMENDMENT
 COUNTY OF WAKE : TO
 DECLARATION

Prepared by and Return to: Alison R. Cayton, Manning, Fulton & Skinner, P.A.
 Post Office Box 20389, Raleigh, North Carolina 27619-0389

THIS AMENDMENT TO DECLARATION is made this 23rd day of February,
 2007 by **Hasentree Corp.**, a North Carolina corporation (the "Declarant");

W I T N E S S E T H

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, Easements and Restrictions for Hasentree dated and recorded May 2, 2006 in Book 11938, page 2314 Wake County Registry (herein "Declaration"); and

WHEREAS, the Class B membership has not terminated and Declarant is entitled to cast at least 67% of the votes of the Association; and

WHEREAS, Declarant desires to amend the Declaration pursuant to authority provided in Section 5 of Article XVI therein.

NOW THEREFORE, in consideration of the benefits to the Property, Declarant does hereby amend the Declaration as follows:

1. There shall be a new Section 34 to Article IX entitled "Golf Course Tree Conservation Buffer Requirements", which shall provide as follows:

Section 34. Golf Course Tree Conservation Buffer. Within fifty feet (50') of the rear property line and/or side property line of each Lot that borders the Golf Course, there shall be a Golf Course Tree Conservation Buffer to which the provisions of this Section 34 shall apply. This shall be in addition to any Golf Course Easement or Landscape Easement or any other easement provided by this Declaration and any recorded plat of the Property. If the Golf Course Easement, Landscape Easement or other easement provided by this Declaration and any recorded

plat of the Property is wider than the Golf Course Tree Conservation Buffer, then the provisions of this Section 34 shall also apply to those areas. The provisions herein shall be in addition to any imposed by the Architectural Committee. For convenience, the areas to which these provisions apply shall be referred to as the "Buffer"

a. Prior to any clearing of trees or vegetation on any Lot, the Owner shall (i) have a tree survey completed mapping trees within the Buffer with a two inch (2") or greater caliper, measured at the point on the tree that is forty-eight inches (48") from the ground. The tree survey shall be submitted to the Architectural Committee along with all other submittals for initial improvements on the Lot; and (ii) in addition to all required information on the Landscape Plan that the Owner is required to submit to the Architectural Committee, the Owner shall show all existing vegetation and all proposed alteration of existing vegetation.

b. All proposals for clearing of any trees or other vegetation within the Buffer shall be submitted to the Declarant and shall be approved in writing by the Declarant prior to commencement of the clearing. No trees or vegetation shall be removed within the Buffer without the express written approval of the Declarant.

c. Should there be any removal of trees or other vegetation within the Buffer in violation of this Section 34 or any other provision of this Declaration, then the Owner shall be fined for each tree removed on the following basis:

- i. \$1,000.00 per one inch (1") of caliper for any tree, measured at the point on the tree that is forty-eight inches (48") from the ground.
- ii. \$100.00 per square foot of vegetation.

Declarant shall provide the Owner with notice of the violation of this Section and of the amount due. Any fine not paid within ten (10) days of the date of the notice of violation or final determination following hearing as provided in subparagraph (f) below shall be delinquent, in default, and shall bear interest and be collected by the Association pursuant to the provisions of Section 9 of Article IV of this Declaration.

d. In addition to the fines noted in subsection (c) above, the Owner shall, at the Owner's expense, replace tree for tree those trees that were removed in violation of this Section 34 with trees of the same size or greater than those trees that were removed. In the event a tree with a caliper greater than ten inches (10") is removed, then the Owner, at the Owners' expense, shall replace the tree that was removed with a combination of trees the total caliper of which is at least twice the caliper of the tree removed. For example, if a tree with a twelve inch (12") caliper were removed, it shall be replaced with trees totaling 24" caliper total, such as four trees with a 6" caliper or one tree with a ten inch (10") caliper and two trees with a seven inch caliper (7"). All measurement of a tree's caliper shall be done at a point on the tree that is forty-eight inches (48") from the ground.

The Owner shall provide Declarant with a planting plan showing the size and location of the replanted trees within fifteen (15) days of the date of the notice of violation or final determination following hearing pursuant to subparagraph (f) below. Declarant shall comment or approve the planting plan, and the Owner commence replanting trees within ten (10) days of the receipt of the Declarant's approval, and shall complete the planting within five (5) days of the commencement. Declarant shall also have the option of requiring the planting to occur at another date due to the season of the year plan is presented. In that case, the Owner shall commence the replanting within ten (10) days of Declarant's notice to plant, and shall complete the planting within five (5) days of the commencement.

The Owner shall also replace any vegetation removed in violation of this Section 34 with vegetation approved by the Declarant. The Owner shall provide Declarant with a planting plan showing the type and location of the replanted vegetation within fifteen (15) days of the date of the notice of violation. Declarant shall comment or approve the planting plan, and the Owner commence replanting the vegetation within ten (10) days of the receipt of the Declarant's approval, and shall complete the planting within five (5) days of the commencement. Declarant shall also have the option of requiring the planting to occur at another date due to the season of the year plan is presented. In that case, the Owner shall commence the replanting within ten (10) days of Declarant's notice to plant, and shall complete the planting within five (5) days of the commencement.

e. Failure by an Owner to commence and complete replanting in the times stated herein shall be a violation of this Section 34, and in addition to any other legal remedies contained herein, the Association shall be permitted to accomplish said plantings and to charge the cost thereof to the Lot Owner as an assessment against the Lot and to bring any and all actions to collect said assessment pursuant to Section 9 of Article IV of this Declaration. It shall be the Owner's responsibility to maintain appropriately the replanted trees and vegetation. Replanted trees or vegetation that are not maintained appropriately and die shall be replaced by the Owner in the same manner described in subsection d of this Section 34.

f. Within five (5) days of receipt of the notice of violation, the violating Owner may, if it disputes the fine and/or the requirement to replant, present the Association and the Declarant with a written request for hearing on the violation to dispute the fine and/or the replanting requirement. Within twenty (20) days of receipt of the request for a hearing, the Association shall establish a hearing date and shall provide notice to the Lot Owner of the time and place of the hearing, which time will be not less than ten (10) days from the giving of notice. The hearing will be held in executive session of the Board of Directors pursuant to the notice and will afford the violating Owner a reasonable opportunity to be heard. The decision of the Board of Directors shall be noted in a written statement of the results of the hearing and shall be retained in the minutes of the meeting.

g. Within the Buffer, there shall be a Non-Turf Buffer Area ("Non-Turf Buffer") the width of which shall be determined by the Declarant during the Declarant Control Period, and thereafter the Association, or the Club. The Non-Turf Buffer shall be a twenty foot

(20') wide minimum. Within the Non-Turf Buffer, no turf grass of any sort shall be permitted, and a Lot Owner shall be required at its own expense to maintain this area in such manner in order to maintain a pleasing natural appearance, or the Association may accomplish such maintenance, and charge the cost thereof to the Lot Owner and bring an action to collect said costs pursuant to Section 9 of Article IV of this Declaration.

h. Following a wind, rain or snow storm or other natural event which destroys trees and other vegetation within the Buffer, the Owner shall, at its own expense, remove all damaged and destroyed trees, limbs, and vegetation within thirty (30) days following the event and shall replace all trees that were lost in the event tree for tree with trees that have a caliper of two inches (2") or more. The Owner shall present to the Declarant a plan for the replanting of the trees and/or vegetation, within thirty (30) days following the event and shall proceed according to the procedure outlined on Subsections (d), (e) and (f) of this Section 34. Following a severe natural event, the Declarant shall have the right, at its sole discretion, to reduce the replacement requirement of trees removed as a result of the event.

2. In the event of any conflict or inconsistency between the terms of this Amendment and the Declaration, the terms of this Amendment shall prevail, and the term "Declaration" shall hereafter mean the Declaration as modified by this Amendment. Except as herein modified, all terms and provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect throughout the original and extended term of the Declaration, and Declarant does ratify and affirm the provisions thereof.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

Hasentree Corp., a North Carolina corporation

By: _____

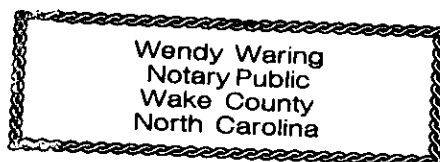
Henry K. MacNair, President

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, the undersigned Notary Public, certify that Henry K. MacNair personally came before me this day and acknowledged that he is President of **Hasentree Corp.**, a North Carolina corporation, and that he as President, being so authorized to do so, executed the foregoing on behalf of the corporation.

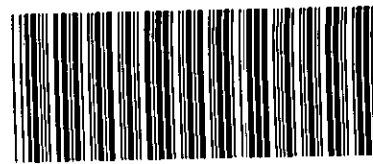
Witness my hand and Notarial Stamp/Seal this 23rd day of February, 2007



Notary Public

Typed or Written Name: Wendy Waring

My Commission Expires: 9/24/2011



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