WAKE COUNTY, NC
CHARLES P. GILLIAM
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05-07-2018 AT 12:29:07

BOOK: 017119 PAGE: 01424 - 01427

Drawn by and Mail to:

St. Amand & Efird PLLC
3315 Springbank Lane, Suite 308
Charlotte, North Carolina 28226

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR 2018 MARKET (Book 16611, Page 2633)

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS FOR 2018 MARKET (this "Amendment") is made by **LENNAR CAROLINAS, LLC,** a Delaware limited liability company ("Lennar" or "Declarant"), and is made and effective as of the time and date it is recorded in the Office of the Register of Deeds for Wake County, North Carolina (the "Registry"); with **2018 MARKET HOMEOWNERS ASSOCIATION, INC.**, a North Carolina nonprofit corporation (the "Association") consenting and acknowledging.

RECITALS

WHEREAS, Lennar is "Declarant" for "2018 Market" (the "Subdivision") all as described in that Declaration of Covenants, Conditions, and Easements for 2018 Market, recorded at Book 16611, Page 2633 of the Registry (as amended and supplemented from time to time, the "Declaration"), and the Association is the homeowners "Association" defined therein;

WHEREAS, capitalized terms used and not defined in this Amendment shall have the same meaning as ascribed to such terms in the Declaration; and

WHEREAS, pursuant to its rights as Declarant under the Declaration, Declarant herein exercises its unilateral right to clarify/amend/supplement the Declaration (as the case may be) as herein provided, with the Association nevertheless consenting/agreeing/acknowledging the same.

NOW, THEREFORE, Declarant (and the Association if applicable and as the case may be) hereby clarifies/amends/supplements the Declaration as follows:

Submitted electronically by "St. Amand & Efird PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

1. Drought Resistant Grass. Notwithstanding any terms or provisions in the Declaration and by way of clarification or for avoidance of doubt if not otherwise, in order to provide a savings on Assessments to all Owners in the Community, drought-resistant grass was installed on Lots such that the no irrigation systems are/need be installed thereon and such that the Association need not pay and collect Assessments for irrigation of Lots.

2. Partial Invalidity/Savings Clause. If any one or more of the provisions contained in this Amendment shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

3. Headings; Incorporation. Section headings in this Amendment are used exclusively for ease of reference and for organization and shall have no substantive meaning or implied meaning for purposes of this Amendment. The terms and provisions in the Recitals are incorporated herein.

4. Effect of Amendment. Except as expressly amended herein the Declaration shall remain in full force and effect.

5. Conflict. If at any point this Amendment contradicts or is duplicative of terms and conditions in the original Declaration, this Amendment hereby supersedes and replaces in full the contradictory language of the original document, and the foregoing language acts as governing language.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the day and year notarized below.

LENNAR CAROLINAS, LLC, a Delaware limited liability company

By: _____
Name: Troy J. George
Title: Division President and Vice President

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Troy J. George.
Name of person signing

Date: 05/03/2019

_____
Official Signature of Notary Public

Candice N. Blakeslee
Notary Public, Wake County, NC
Notary printed or typed name

[OFFICIAL SEAL]

CANDICE N. BLAKESLEE
NOTARY PUBLIC
WAKE COUNTY, NC
COMMISSION EXPIRES December 6, 2022

My commission expires: 12/06/2022

IN WITNESS WHEREOF, the Association has executed this Amendment as of the day and year notarized below.

2018 MARKET HOMEOWNERS ASSOCIATION, INC., a North Carolina nonprofit corporation

By: _____
Name: Candice N. Blakeslee
Title: President

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Candice N. Blakeslee.
Name of person signing

Date: 5/3/18

KRISTI GRABOW NOTARY PUBLIC WAKE COUNTY, N.C.

Kristi Grabow
Official Signature of Notary Public

Notary Public,
Wake County, NC
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: 9/10/2021

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