

Prepared by and mail after recording to:  
Meritage Homes of the Carolinas, Inc.  
5400 Trinity Road, Suite 107  
Raleigh, NC 27607

**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

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

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRAXTON POINTE** ("Amendment") is made and entered into effective as of the date of its recordation in the Wake County Registry ("Registry") by **MERITAGE HOMES OF THE CAROLINAS, INC.**, an Arizona corporation ("Declarant").

Declarant is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Braxton Pointe recorded in Book 15234, Pages 1548-1600, of the Registry (the "Declaration").

Section 12.3 of the Declaration provides that Declarant shall have the unilateral right to amend the Declaration until the termination of the Class B Membership without obtaining the approval of any Owner to make any amendments or modifications which Declarant deems necessary or desirable. As of the effective date of this Amendment, the Class B Membership has not terminated.

NOW, THEREFORE, Declarant, by this Amendment, does hereby amend the Declaration as follows:

1. Motor Vehicles. Section 5.6(A) of the Declaration is hereby deleted in its entirety and replaced with the following:

No automobile, truck, motorcycle, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat trailer or other similar equipment or motor vehicle of any kind (collectively, "Vehicles" and individually a "Vehicle") shall be parked, kept or maintained on the Common Area. Vehicles that exceed 18.5 feet in length, 6.25 feet in height or 7 feet in width are prohibited on the Property unless (i) parked in the rear or side yard of a lot in a manner that such Vehicles are appropriately screened as approved by the Architectural Committee, or (ii) owned by any guest or invitee of any Owner or tenant and parked on a Lot only during such time as the guest or invitee is visiting the Owner or tenant, but in no event shall such a Vehicle be parked on a Lot for more than seven (7) days during any six (6) month period of time. Any Vehicle, regardless of size, that is parked in the rear or side yard of any Lot must be parked so as not to be Visible from Neighboring Property or otherwise appropriately screened as approved by the Architectural Committee.

2. Effect of 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 Amendment shall remain in full force and effect in accordance with their original terms as set forth in the Declaration.

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

**Declarant:**  
**Meritage Homes of the Carolinas, Inc.,**  
an Arizona corporation  
  
By: *Jimmy Gaskins*  
Name: Jimmy Gaskins  
Title: Vice President of Land Acquisitions

Durham County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Jimmy Gaskins, Vice President of Land Acquisitions

Date: December 12, 2014

My Commission Expires: October 8, 2018

[Affix Notary Stamp or Seal]

*Erika J. Jefferson*  
Erika J. Jefferson, Notary Public  
