

BOOK 1596 PAGE 0112

Prepared by and return to:

Grayson G. Russell, Attorney at Law
Morris, Russell, Eagle & Worley, PLLC
P.O. Box 19001
Raleigh, NC 27619

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

FILED	
CHATHAM COUNTY NC	
TREVA B. SEAGROVES	
REGISTER OF DEEDS	
FILED	Dec 13, 2011
AT	08:55:56 am
BOOK	01596
START PAGE	0112
END PAGE	0115
INSTRUMENT #	11414
EXCISE TAX	(None)

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CHAPEL RIDGE PATIO HOMES

This Amendment, made this 6th day of December, 2011, by Lennar Carolinas, LLC a Delaware limited liability company, hereinafter referred to as "Declarant."

WHEREAS, Declarant caused to be executed and recorded the Declaration of Covenants, Conditions and Restrictions for Chapel Ridge Patio Homes in Book 1344, Page 222-230 Chatham County Registry, hereinafter referred to as the "Declaration"; and

WHEREAS, Declarant desire to amend said Declaration; and

WHEREAS, Declarant is currently the owner Owners of sixty-seven percent (67%) of the Lots.

NOW, THEREFORE, Declarant by virtue of its authority under Article IV - Section 8 of said Declaration amends said Declaration as follows:

1. The Declaration is hereby amended by deleting Section 7 of Article I in its entirety and replacing such as follows:

"Section 7. "Declarant Control Period" is defined as the period of time beginning at the time of recording of this Declaration in the Registry and ending on the first to occur of the following:

(i) 5:00 p.m. on the date that is fifteen (15) years following the date of recordation of this Declaration in the Registry;

(ii) The date on which the Declarant no longer owns an portion of the Property; or

(iii) The date specified by the Declarant in a written notice to the Sub Association.”

Except as herein amended all the terms and conditions, restrictions and benefits of said Declaration shall remain in full force and effect as to the properties subjected to the Declaration.

2. The Declaration is hereby amended by deleting Section 1 of Article III in its entirety and replacing such as follows:

“Section 1. The Sub-Association shall have two classes of voting membership and fractional voting shall not be permitted.

Class A. Class A members shall be all those Owners as defined in Article I with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article 1. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article I, provided, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(a) when the Declarant no longer owns any portion of the Property;

(b) on the date that is fifteen (15) years from the date of recording this Declaration; or

(c) the date specified by the Declarant in a written notice to the Sub-Association.”

3. The Declaration is hereby amended by deleting Section 8 of Article IV in its entirety and replacing such as follows:

“Section 8. Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be

enforceable by the Sub-Association or the Owner of any Lot subject to this Declaration, their legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time, this Declaration shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended during the first twenty (20) year period by an instrument approved by the Owners of Lots to which not less than sixty-seven percent (67%) of the votes in the Association are allocated, and thereafter by an instrument approved by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded with the Officer of the Register of Deeds in Chatham County.

This the 14th day of December, 2011.

DECLARANT:

LENNAR CAROLINAS, LLC a Delaware limited liability company

BY: *Patricia Hanchette*
Patricia Hanchette, Division President

County of Durham
State of North Carolina

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

PATRICIA HANCHETTE
Name(s) of principal(s)

Witness my hand and official seal, this the 16 day of December, 2011.

(Official Seal)

Leslie Reaves
Official Signature of Notary

Leslie Reaves, Notary Public
Notary's printed or typed name

My commission expires: Oct 5, 2013

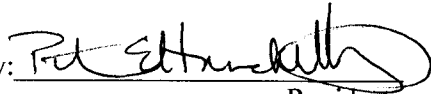


CERTIFICATION OF VALIDITY OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF CHAPEL RIDGE PATIO HOMES

By authority of its Board of Directors, CR Patio Homes, Inc., hereby certifies that the foregoing instrument has been duly approved or executed by the Owners of sixty-seven percent (67%) of the Lots and is therefore a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions of Chapel Ridge Patio Homes.

This the 6th day of December, 2011.

CR PATIO HOMES, INC.

By: 
, President

Attest:



Secretary