

Drawn by and mail to:  
James R. Bryant, III  
Mayer, Brown & Platt  
Bank of America Corporate Center  
100 N. Tryon St., Suite 2400  
Charlotte, NC 28202

FOR REGISTRATION JUDITH A GIBSON  
REGISTER OF DEEDS  
MECKLENBURG COUNTY NC  
2000 AUG 23 08 33 AM  
BOOK 11517 PAGE 14 FEE \$12.00  
INSTRUMENT # 2000120971

## **FIRST AMENDMENT TO INITIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO INITIAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Amendment") is made to be effective this August 9, 2000, by CENTEX HOMES f/k/a Vista Partners, a Nevada general partnership (successor in interest to BRAEWOOD DEVELOPMENT CORP.), ("Declarant").

### **STATEMENT OF PURPOSE**

Braewood Development Corp., predecessor to Declarant executed Initial Declaration of Covenants, Conditions and Restrictions effective April 5, 1988, recorded in Deed Book 5737 Page 355 of the Mecklenburg Public Registry ("Restrictive Covenants"). By this Amendment, Declarant intends to amend the Restrictive Covenants as set out below.

### **AMENDMENT**

1. Modification to Restrictive Covenants. Section 3.2(b) Setback Lines is hereby deleted in its entirety and the following inserted in its place:

"3.2 Site Plans.

- (2) Setback Lines. All structures shall comply with the requirements of the Applicable Authorities with respect to setback lines. In addition, no structures of any kind and no part thereof shall be placed within twenty (20) feet of any adjacent property; within, fifty (50) feet of the border of any roadways or streets; or within forty (40) feet of any other structure (unless approved by the Committee). The twenty (20) foot setback from adjacent properties, within which no structure may be placed, shall constitute a negative easement in favor of all Owners and the State of North Carolina. The grant of this negative easement cannot be withdrawn, terminated or amended unless the Building Code of the State of North Carolina is ever changed to require less than a forty (40) foot buffer to be preserved between buildings. Each Owner or Occupant shall fully maintain any setback areas on its Site. The following improvements are expressly excluded from this setback restriction:

1. Structures below and covered by the ground where such structures will not interfere with provisions for underground utilities.
2. Steps, walks, driveways, curbing, and parking (as allowed by the Applicable Authorities).
3. Planters, walls, fences, hedges, retaining walls, and signs when specifically approved by the Committee which are also within the limits set by the Applicable Authorities, items constructed pursuant to a landscaping of the frontage of the Property, and other items approved by the Committee.
4. Approved landscaping, including landscaped earthen berms.

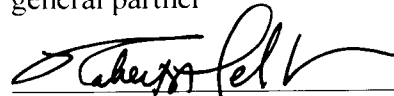
2. Continuing Effect of Restrictive Covenants. Except as specifically set out in this Amendment, the original Restrictive Covenants shall remain in full force and effect and are not modified, changed, or amended except as specifically set out in paragraph 1 above.

[signature page to follow]

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by its duly authorized General Partner.

Declarant:  
CENTEX HOMES f/k/a Vista Partners,  
a Nevada general partnership  
(successor-in-interest to BRAEWOOD  
DEVELOPMENT CORP.)

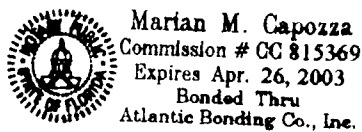
By: Centex Real Estate Corporation,  
a Nevada corporation, its managing  
general partner

By:   
Name: Robert A. Sebesta  
Title: Vice President, Centex  
Development Company Division

FLORIDA §  
§  
PINELLAS COUNTY §

I, Marian Capozza, for the State of Florida, do hereby certify that Robert A. Sebesta, a Vice President of Centex Development Company Division of Centex Real Estate Corporation, a Nevada corporation, managing general partner of Centex Homes, f/k/a Vista Partners, a Nevada general partnership personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS MY HAND and official seal, this \_\_\_\_\_, 2000.



[Notarial Seal]

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

My Commission Expires: . . .

\_\_\_\_\_  
(Notary's Name Typed or Printed)



JUDITH A. GIBSON  
REGISTER OF DEEDS , MECKLENBURG COUNTY  
COUNTY & COURTS OFFICE BUILDING  
720 EAST FOURTH STREET  
CHARLOTTE NC 28202

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ADMT 4 PGS \$12.00

Recorder: REBECCA MCGOWAN

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State of North Carolina, County of Mecklenburg

The foregoing certificate of MARIAN M. CAPOZZA Notary is certified to be correct. This 23 RD of August 2000

JUDITH A. GIBSON, REGISTER OF DEEDS By: Rebecca McGowan  
Deputy/Assistant Register of Deeds

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