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WAKE COUNTY, NC 341  
LAURA M RIDDICK  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
06/26/2008 AT 14:23:27

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Prepared by and Return to: Roger W. Knight, Wyrick Robbins Yates & Ponton LLP  
P.O. Drawer 17803, Raleigh, NC 27619

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STATE OF NORTH CAROLINA  
WAKE COUNTY

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE HERITAGE PINES COMMUNITY ASSOCIATION, INC.**

*THIS AMENDMENT* to the Master Declaration of Covenants, Conditions and Restrictions for The Heritage Pines Community Association, Inc.(hereinafter "the Association") made this 12<sup>th</sup> day of May, 2008, pursuant to Article XII, Section 3 of the Declaration.

WITNESSETH

*WHEREAS*, Heritage Pines, L.L.C., a North Carolina limited liability company doing business in North Carolina is the Declarant under the Declaration.

*WHEREAS*, The Association is the homeowners' association for property commonly known as Heritage Pines, which is located in Wake County, North Carolina, and which is subject to that certain Declaration of Covenants, Conditions and Restrictions for the Association, recorded on August 4, 2004 in Book 10947, Page 2073, in the Wake County Register of Deeds (hereinafter "Declaration").

*WHEREAS*, Article XII, Section 3 of the Declaration provides that the Declarant for so long as the Declarant owns any lot or unit, may amend the Declaration without the consent or joinder of any other owner or the Association; and

*WHEREAS*, this Amendment is effective immediately, and shall be binding upon any lot or unit owner fifteen (15) days after a copy of such Amendment has been provided to such Owner.

*NOW THEREFORE*, the Declarations of Covenants, Conditions and Restrictions for the Heritage Pines Community Association, Inc. are amended as follows:

Article XI, Use Restrictions. Section 10.9

**Section 1. Business Use Prohibited** is deleted in its entirety.

The new Section shall be worded as follows:

**Section 1. Business Use Restrictions.** A home occupation may be conducted within the dwelling unit of a bona fide residence with the following restrictions:

1. No articles may be displayed on or sold on the premises. Mail or Internet order sales are permitted.
2. There shall be no evidence exterior to the dwelling that the property is used in any way other than for a dwelling, including signs.
3. There shall be no sounds or smells association with the business that are discernable outside the dwelling. No dangerous activities are permitted.
4. No increase in vehicular or pedestrian traffic or parking requirements shall be generated by the business (including excessive deliveries).
5. All decisions regarding in-home businesses will be at the sole discretion of the Board of Directors.

**Section 2. Use of Accessory Structures.**

The existing language is deleted. The following is added as the language of Section 2:

“No tent, shack, barn, utility shed, gazebo, or other building, other than a dwelling and garage, shall be erected on an owner’s lot. Flat roofs are not permitted on any additions to the dwelling.”

**Section 6. Lawns.**

Is amended by deleting from lines 6-7 the following:

“[N]o gravel or similar type lawns are permitted.”

**Section 6. Lawns.** is further amended by deleting this sentence: “No above-ground swimming pools, tool sheds or sheds, dog or other animal pens or houses or the like, and no unsightly lawn furniture or decorations shall be permitted in such lawn areas.”

New fourth and fifth sentences are added to Section 6 as follows:

No above ground pools, hot tubs or spas are permitted outside the dwelling. In addition, no dog or other animal pens or houses and no lawn furniture or decorations are permitted in the lawn areas.

The remainder of Section 6 shall remain unchanged.

**Section 9. Animals.** The last sentence is deleted. Three new sentences are added to the end of Section 9 as follows:

When outside the owner’s dwelling, all animals must be on a leash, with the owner present at all times. Electric or invisible fences are not permitted. Owners must immediately clean up after their pets.

**Section 12. Vehicles, Boats and Trailers.** Section 12 is amended by inserting a new sentence following the first sentence of the section:

Residents are not permitted to park on the street overnight.

The remainder of Section 12 is unchanged.

**Certification of Amendment**

The undersigned hereby certifies that he/she is the MANAGER of the Heritage Pines LLC, the Declarant as defined by the Declaration of Covenants, Conditions and Restrictions for Heritage Pines Community Association, Inc., and/or is the individual authorized by the Declarant to act in this matter, and further certifies the foregoing amendment to the Declaration of Covenants, Conditions and Restrictions was approved by the Declarant and this amendment is made pursuant to Article XII, Section 3 of the Declarations.

Heritage Pines, LLC

By: [Signature]  
Name: RICHARD E. SHERMAN  
Title: MANAGER

STATE OF NORTH CAROLINA

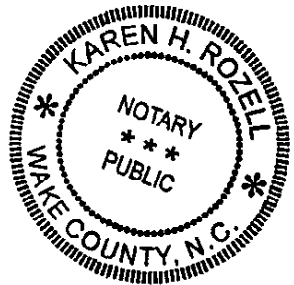
COUNTY OF Wake

I certify that the following person personally appeared before me this day and acknowledged that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: RICHARD E. SHERMAN, MANAGER of Heritage Pines, LLC.

Date: June 20, 2008.

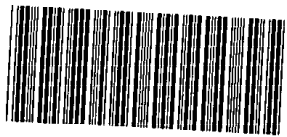
[Signature]  
Official Signature of Notary Public

Karen H Rozell  
Insert name of Notary, printed or typed



(Official Seal)

My Commission Expires: 4-17-2010



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**Yellow probate sheet is a vital part of your recorded document.  
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds  
Laura M. Riddick  
Register of Deeds**

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\_\_\_\_\_ 5 New Time Stamp  
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