

FOR REGISTRATION  
Sharon A. Davis  
REGISTER OF DEEDS  
Durham County, NC  
2018 Nov 05 02:20:11 PM  
BK:8540 PG:682-685  
AMENDMENT  
FEE: \$26.00  
INSTRUMENT # 2018038637



**Prepared by and return to:**  
Meritage Homes of the Carolinas, Inc.  
8800 E Raintree Dr, Suite 300  
Scottsdale, AZ 85260

**Clerk: cross reference Book 7827, Page 952**

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MEADOWS AT SOUTHPOINT**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MEADOWS AT SOUTHPOINT** (this  
"Amendment") is made and effective as of the 2<sup>nd</sup> day of November, 2018 (the "Effective Date")  
by MERITAGE HOMES OF THE CAROLINAS, INC., an Arizona corporation ("Declarant").

The designation Declarant as used herein shall include said party, its heirs, successors,  
and assigns, and shall include singular, plural, masculine, feminine or neuter as required by  
context.

**RECITALS**

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and  
Restrictions for Meadows at Southpoint, recorded in the Durham County Public Records with the  
Office of the Register of Deeds in Deed Book 7827, Page 952 (the "Declaration"); and

WHEREAS, pursuant to Section 12.3 of the Declaration, until the termination of the  
Class B Membership, Declarant, without obtaining the approval of any Owner or Owners other  
than Declarant, may make amendments or modifications to the Declaration which Declarant  
deems necessary or desirable; and

WHEREAS, the Class B Membership is still in effect and has not been terminated; and

WHEREAS, Declarant desires to amend certain provisions of the Declaration as set forth  
below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and  
other good and valuable consideration in hand paid, the receipt and sufficiency of which is  
hereby acknowledged, Declarant hereby amends the Declaration as follows:

1. Incorporation. The above recitals are incorporated herein by this reference.
2. Definitions. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the same meaning ascribed to them in the Declaration.
3. Amendments. The following Sections of the Declaration shall be amended, as follows:

A. Section 4.13 of the Declaration is hereby deleted and replaced with the following:

“Section 4.13. Additional Association Funding. The first Purchaser of a Lot following construction of a Residential Unit on such Lot shall pay One Thousand Dollars (\$1,000.00) to the Association at the time of the purchase. Declarant and the Association may take such payments into account when determining the amounts to be funded to working capital or reserves from other Association funds, and nothing in this section shall be construed as prohibiting or mandating the Association making additional payments into working capital or reserve accounts from other Association funds. Payments made pursuant to this section do not apply toward payment of annual assessments and constitute a separate obligation.”

B. Section 5.14 of the Declaration is hereby deleted and replaced with the following:

“Section 5.14. Declarant’s and Designated Builder Exemption. Nothing contained in this Declaration shall be construed to prevent the Declarant (or its designated agents and contractors) or a Designated Builder (subject to approval by Declarant), from (a) performing any construction, maintenance, corrective actions or other work on the Common Area or Stormwater Control Facilities which may be desirable by Declarant for the development of the Property or which may otherwise required by any governmental or quasi-governmental authority, (b) performing or participating in sales and marketing on the Property, (c) performing construction and/or maintenance on any production homes, model homes and sales offices and parking incidental thereto, and/or (d) constructing and maintaining construction trailers, landscaping or signs deemed necessary or convenient by Declarant or a Designated Builder (subject to the approval of Declarant). Any actions taken by a Designated Builder pursuant to this section shall require the prior written approval of Declarant, which shall not be unreasonably withheld. The Association shall take no action that would interfere with access to or use of model homes; without limitation of the foregoing, the Association shall have no right to close private streets to access by members of the public desiring access to model homes. Notwithstanding anything contained herein to the contrary, nothing contained in this Section 5.14 shall be construed as an obligation of Declarant to perform any construction, installation or maintenance on the Common Area or the Stormwater Control Facilities, except as expressly set forth in this Declaration.”

C. Section 9.5 of the Declaration is hereby deleted and replaced with the following:

“Section 9.5. Declarant’s Easement. Declarant hereby reserves for itself (or its designated agents and contractors) easements over the Lots, the Common Area and the Stormwater Control Facilities for: (a) the performance of warranty work or other corrective action elected to be performed by Declarant in its sole discretion; and (b) the installation and maintenance of electric, telephone cable, communications, water, gas, drainage and sanitary sewer or similar or other lines, pipes or facilities as shown on the recorded Plat or as may hereafter be required or needed to service any Lot, the Common Area or the Stormwater Control Facilities (provided, however, no utility other than a connection line to a Residential Unit served by the utility shall be installed in any area upon which a Residential Unit has been or may legally be constructed on the Lot),

together with the right to grant and transfer same and also together with such temporary construction easement(s) as may be necessary or desirable to accomplish same.”

D. Section 9.8 of the Declaration is hereby deleted and replaced with the following:

“Section 9.8. Duration of Development Rights; Assignment. The rights and easements reserved by or granted to the Declarant pursuant to this Declaration shall continue throughout the term of this Declaration. Declarant may make limited temporary assignments of its easement rights under this Declaration to any person or entity performing construction, installation, corrective work or maintenance on any portion of the Property.”

4. Remainder of Declaration Unaffected; Continuing Validity. Nothing contained in this Amendment shall be deemed to amend any other provision of the Declaration, except as specifically provided herein. All terms and conditions contained in the Declaration not so amended hereby shall remain in full force and effect and the Declaration is hereby ratified, confirmed and shall remain in full force and effect.

5. Headings; Governing Law; Severability. Headings used herein are for ease of reference only and shall have no substantive meaning. This Amendment shall be interpreted in accordance with North Carolina law. If a court of competent jurisdiction should find that any provision of this Amendment is unenforceable or otherwise in conflict with the Declaration, North Carolina law or the laws of the United States of America, such provision shall be deemed stricken and the remainder of this Amendment (and the Declaration, as applicable) shall continue in full force and effect as if such provision were never included herein. This Amendment and the provisions contained herein shall be deemed limited and shall be construed as strictly as possible.

[Signature Page to Follow]

IN WITNESS WHEREOF, DECLARANT has caused this Amendment to be signed in its name, all of whom so required have executed this instrument below, on the Effective Date herein defined.

DECLARANT:

MERITAGE HOMES OF THE CAROLINAS, INC., an Arizona corporation

By: *Trish Hanchette*  
Trish Hanchette  
Division President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I hereby certify that Trish Hanchette, as the Division President of Meritage Homes of the Carolinas, Inc., personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing Instrument for the purpose stated therein.

Date: November 2, 2018

*Karen R Griffin*  
Official Signature of Notary Public

Karen R. Griffin  
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: January 7, 2020

