

REGISTER OF DEEDS
Sharon A. Davis
Durham County, NC
2020 Feb 05 04:10:04 PM
BK:8864 PG:829-831
DECLARATION
FEE: \$26 00
INSTRUMENT # 2020004683



Prepared by and return to:

Suzanne B. Allaire
K&L Gates LLP
Post Office Box 17047
Raleigh, NC 27619-7047

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

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

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELGREEN (this “**Amendment**”) is effective as of the date of its recordation in the Office of the Register of Deeds for Durham County, North Carolina and is made by **LENNAR CAROLINAS, LLC**, a Delaware limited liability company (“**Declarant**”).

WHEREAS, the undersigned is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Belgreen recorded in Book 8751, Page 847 (as amended and supplemented from time to time, collectively, the “**Declaration**”); and

WHEREAS, Section 18.10(a) of the Declaration provides that Declarant, during the period of Declarant control as set forth in Section 8.06 of the Declaration, without obtaining the approval of any Owner or Owners other than Declarant, shall have the unilateral right, in its sole and absolute discretion, to make any amendments or modifications which Declarant deems necessary or desirable, including, without limitation, amendments or modifications to any procedural, administrative or substantive provisions of the Declaration; and

WHEREAS, Declarant now desires to amend the Declaration in certain respects as set forth herein.

NOW, THEREFORE, Declarant, by this Amendment, does hereby amend 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. Tenants. The first sentence of Section 4.04(a) of the Declaration is hereby deleted in its entirety and replaced by the following:

Owners shall have the right to lease or rent their Lots, provided that any lease or rental agreement between an Owner and a tenant shall be in writing, shall be for a term of no less than twelve (12) months, and shall provide that it is in all respects subject to the provisions of this Declaration, the Bylaws, and the Rules and Regulations and that any failure by the tenant to comply with such provisions shall be a default under the rental agreement or lease.

The first sentence of Section 4.04(c) of the Declaration is hereby deleted in its entirety and replaced with the following:

For the avoidance of doubt, no Owner shall be permitted to lease or rent his or her Lot for hotel or transient purposes.

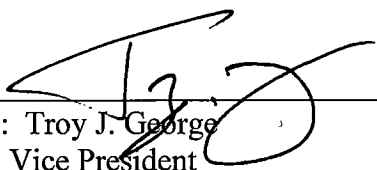
4. Effect of Amendment. The Declaration is hereby modified to the extent set forth herein, but only to the extent set forth herein. All provisions of the Declaration not modified by this Amendment shall remain in full force and effect in accordance with their original terms as set forth in the Declaration.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has executed this Amendment effective as set forth in the first paragraph above.

DECLARANT

Lennar Carolinas, LLC,
a Delaware limited liability company

By: 
Name: Troy J. George
Title: Vice President


Wake 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: Troy J. George.

Date: Jan 30 2020

My Commission Expires:

May 30 2024


Notary Public
Print Name: Heather G Gaster

[Affix Notary Stamp or Seal]

