

FILED
CHATHAM COUNTY
REBA G. THOMAS
REGISTER OF DEEDS

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BOOK 01299
START PAGE 0789
END PAGE 0795
INSTRUMENT # 15603 BOOK 1299 PAGE 789

Drafted by and Mail to: Wyrick Robbins Yates & Ponton LLP, P.O. Drawer 17803, Raleigh, NC 27619

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

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

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

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for The Legacy at Jordan Lake (the "First Amendment") is made this 26th day of September, 2006, by The Legacy at Jordan Lake, LLC, a North Carolina limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant established that certain Declaration of Covenants, Conditions, and Restrictions for The Legacy at Jordan Lake as recorded at Book 1252, Page 524, Chatham County Registry (the "Declaration"); and

WHEREAS, pursuant to Section 15.2(a) Declarant may amend the Declaration; and

WHEREAS, Declarant desires to amend the Declaration in order to provide, among other things, for certain changes regarding the telecommunications assessment and Declarant's rights of first refusal with respect to Units;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby declares that the Declaration is hereby amended as follows:

1. The recital set out above are true, accurate, and are incorporated herein by reference.
2. In Section 1.36 of the Declaration, the recorded plat slides for Phase-I shall be identified as "Plat Slides 2006-146 through 2006-152, Chatham County Registry."

3. Section 8.9 is deleted in its entirety and replaced with the following:

“8.9 Date of Commencement of Assessments. With respect to any Unit(s) owned by any Owner (other than a Builder and Declarant), the obligation to pay assessments shall commence as to each Unit as follows: for any Units title to which has been conveyed to an Owner prior to or on July 1, 2007, the obligation to pay assessments shall commence on July 1, 2007; for any Units title to which has been conveyed to an Owner after July 1, 2007, the obligation to pay assessments shall commence on the date of conveyance of title to the Unit into the Owner. With respect to any Unit owned by a Builder, assessments shall commence upon the earlier of (a) issuance of a certificate of occupancy with respect to such Unit, (excluding any period that such Unit is being used exclusively as a model home or a sales office approved by Declarant); or (b) one year from the date that such Builder or any entity or Person related to such Builder acquired title to such Unit. The first annual General Assessment and Neighborhood Assessment, if any, levied on each Unit shall be adjusted according to the number of Days remaining in the fiscal year at the time of assessments commence on the Unit.”

4. Section 8.13 is deleted in its entirety and replaced with the following:

“8.13 Telecommunication Assessment. In addition to the other assessments that the Association is authorized and empowered to establish, make, levy, impose, enforce, and collect under this Declaration, there shall also be a separate assessment to pay to the provider (or providers) of Telecommunication Services, as defined in Section 15.14 hereof, to cover the costs of provision of the Telecommunication Services to Owners (the “Telecommunication Assessment”). Except to the extent otherwise provided by applicable law, the Telecommunication Assessment excludes any limitation on increases which may occur in the amount of any assessments under the Declaration. The Telecommunication Assessment shall be paid monthly by each Owner to the Association for the provision by the service provider (or providers) of Telecommunication Services to an Owner’s Unit. The Telecommunication Assessment shall include the fee, any applicable taxes, franchise fees, surcharges or other amounts that may be charged by the service providers for provision of Telecommunication Services. The Telecommunication Assessment may be billed separately from other assessments and shall be subject to the terms and conditions applicable to assessments contained in this Article 8, provided that such terms and conditions are not otherwise inconsistent with this Section 8.13. No Owner may be exempted from liability for the Telecommunication Assessment by reason of waiver of the use or enjoyment of the Telecommunication Services. Notwithstanding the foregoing and any other provision of this Declaration with respect to the Communication Easement and the Telecommunication Assessment, no service provider shall have any right or standing hereunder to enforce the provisions of this Declaration with respect to collection of assessments, which right and standing is expressly reserved to Declarant and/or the Association as otherwise provided hereunder. The Declarant and/or the Association shall have the right to enforce, by a proceeding at law or equity, the provisions contained in this Declaration which relate to the Telecommunication Assessment. For purposes of this Declaration, except as otherwise provided by applicable law, any contracts entered into between Declarant, the Association, and/or any providers of Telecommunication Services shall be deemed bona fide contracts and not unconscionable and shall not be terminable by the Association following the termination or conversion of Declarant’s Class B membership hereunder.”

5. Section 11.17 of the Declaration is deleted in its entirety and replaced as follows:

“11.17 Communication Easement. In order to make available to Owners the Telecommunication Services, Declarant hereby reserves for itself and its successors and assigns the right to grant exclusive or non-exclusive easements over the Properties, inclusive of Common Areas now existing or hereafter created (the “Communication Easement”), which will be made available as necessary to service providers for the provision of Telecommunication Services for the Owners. Declarant’s reservation and rights under Section 11.2(a) hereof with respect to cable television systems, master television antenna systems and other devices for sending or receiving data and/or other electronic signals security, and similar systems are in addition to the rights of the grantee under the Communication Easement. In addition to the rights of the grantee under the Communication Easement, Declarant reserves for itself and its successors and assigns an exclusive easement as may be necessary for installation of infrastructure and provision of Telecommunication Services within the rights-of-way and easement areas depicted upon any plat or any portion of the Properties or within any easement reserved by this Declaration.”

6. Section 15.11(e) of the Declaration is deleted in its entirety and replaced as follows:

“15.11 Right of First Refusal.

(e) The right of first refusal set forth in this Section shall automatically terminate as to each Unit (i) upon the issuance of a certificate of occupancy by the County of Chatham, North Carolina building department (the “Building Department”) for a residential dwelling on such Unit, or (ii) in the case of the sale of a lot by a Builder to an Owner for whom the Builder intends to construct a residential dwelling on a Unit, Owner shall have entered into a bona fide contract for the construction of such dwelling and such Builder has obtained a building permit for such dwelling from the Building Department. The foregoing termination (upon either stated condition) shall be automatic and self-operative and shall not require a written instrument of release or termination, provided, however, that upon issuance of a certificate of occupancy and receipt from any Owner of such Unit by Declarant of a written request by a Builder or Owner having satisfied either condition, Declarant shall execute a release of such right of first refusal as to such Unit in a form acceptable to Declarant and in recordable form.

This right of first refusal shall automatically terminate as to all Units seven (7) years from the date the deed into the Owner of the Unit is recorded in the Public Records, or when, in its sole discretion, the Declarant so determines and declares in a recorded instrument.”

7. Section 15.14 of the Declaration is deleted in its entirety and replaced as follows:

“15.14 Telecommunication Services. Declarant has entered or will enter into an agreement with a provider of a bulk package of cable television, high speed internet/intranet, local and long distance telephone services, security monitoring services and/or other telecommunication services for the Units and the Common Areas (the “Telecommunication Services”). Declarant, for itself and for the Association expressly reserves the right to enter into exclusive or non-exclusive agreements for Telecommunication Services and related easements for infrastructure to provide Telecommunication Services on such terms, and with affiliated or non-affiliated third-parties, as may be determined by Declarant in its sole discretion.

Each Owner understands and acknowledges that any such agreements may require mandatory participation by all Owners and may result in charges to the Association which are included in the assessments levied by the Association as the Telecommunication Assessment as well as separate charges to the Owners for installation and activation, equipment rental, upgrades and additional services, all of which may be billed directly by the service provider to the Owners and not as part of the Telecommunication Assessment. Such charges may also be billed by the Association as part of an Owner's Telecommunications Assessment. By taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners to pay the Telecommunication Assessment, unless an Owner is expressly exempted from such payments as a "consulting client" (or under a similar title, herein a "Consulting Client") pursuant to a separate agreement between Declarant and/or the Association and the service provider, if applicable.

The Association acknowledges the Communication Easement and its applicability to the Properties, inclusive of the Common Areas now existing and which may be established from time to time. The Association shall also be responsible for fulfilling its obligations under any agreement between the Association and a provider of Telecommunication Services. The Association and each Owner acknowledge that provision of Telecommunication Services pursuant to such agreements shall be subject to usage policies and minimum equipment requirements of the service providers with respect to the services provided and may be subject to regulation by applicable federal, state, and local laws. The Declarant shall be entitled to enter into arrangements with a service provider that require the Association to include into its budgets and to levy and collect in accordance with this Declaration the Telecommunication Assessment. The Association shall be obligated pursuant to such agreements to charge and collect from each Owner (except with respect to a Consulting Client) and to include as part of the Telecommunication Assessment any and all expenses incurred in connection with such agreements. The Association and each Owner acknowledge that in the event a service provider supplies Declarant with additional video channels (together with the rights to related equipment and transmission capabilities), Declarant may transfer only one such channel to the Association and may continue to reserve for itself and its business purposes the other channels (together with the rights to related equipment and transmission capabilities) notwithstanding that the Class-B Control Period shall have ended. EACH OWNER (BY VIRTUE OF ACCEPTANCE OF TITLE TO A UNIT) AGREES THAT THE TELECOMMUNICATION SERVICES MAY NOT BE AVAILABLE TO OWNER AT CLOSING OF TITLE TO THE UNIT OR FOR SOME TIME THEREAFTER. NOTWITHSTANDING THIS FACT, EACH OWNER AGREES THAT WHEN SUCH TELECOMMUNICATION SERVICES BECOME AVAILABLE, SUCH OWNER WILL BE RESPONSIBLE FOR THE PAYMENT OF COSTS IN CONNECTION WITH SUCH TELECOMMUNICATION SERVICES, PROVIDED THAT, AND AT SUCH TIME AS, OWNER HAS CLOSED ON THE PURCHASE OF THE HOME LOCATED ON THE UNIT, SUCH PAYMENTS TO BEGIN ON THE NEXT FULL BILLING CYCLE FOLLOWING THE DATE ON WHICH SUCH HOME CLOSING OCCURS. IN ADDITION, SHOULD ANY OWNER DECIDE TO ENTER INTO ANY OTHER AGREEMENT WITH SERVICE PROVIDERS ON A NON-BULK SERVICES ARRANGEMENT, SUCH OWNER AGREES TO PAY FOR ALL COSTS IN CONNECTION WITH SUCH OTHER SERVICES IN ADDITION TO CONTINUING TO PAY THE TELECOMMUNICATION ASSESSMENT. THIS PROVISION SHALL BE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE DECLARANT AND THE ASSOCIATION."

8. The standard builder's sign specifications and drawing set out in Section 13.0 of the Design Guidelines attached to the recorded Declaration and made a part thereof are deleted in their entirety and replaced with the specifications and drawing attached hereto as Exhibit A and made a part hereof.

Except as specifically modified and amended hereby, the Declaration and all of the terms thereof remain in full force and effect as written. Capitalized terms not otherwise defined herein shall have the meaning given in the Declaration.

[THE FOLLOWING PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 26th day of September, 2006.

The Legacy at Jordan Lake, LLC, a
North Carolina limited liability company

By: Holland C. Gaines
Holland C. Gaines, Manager

STATE OF NORTH CAROLINA

COUNTY OF Wake

I certify that the following person personally appeared before me this day and acknowledged that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Holland C. Gaines, Manager

Date: September 26, 2006.



Jeffrey J. Johnson
Official Signature of Notary Public

Jeffrey J. Johnson
Insert name of Notary, printed or typed

My Commission Expires: 3-7-2010

FILED
CHATHAM COUNTY NC
TREVA B. SEAGROVES
REGISTER OF DEEDS

FILED Dec 12, 2007
AT 01:09:19 pm
BOOK 01375
START PAGE 0196
END PAGE 0208
INSTRUMENT # 15815
EXCISE TAX (None)

BOOK 1375 PAGE 196

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

Drafted by and Mail to: Wyrick Robbins Yates & Ponton LLP, P.O. Drawer 17803, Raleigh, NC 27619

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS for The Legacy at Jordan Lake (the "First Amendment")
is made this ~~12th~~ day of December, 2007, by The Legacy at Jordan Lake, LLC, a North Carolina
limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant established that certain Declaration of Covenants, Conditions, and
Restrictions for The Legacy at Jordan Lake as recorded at Book 1252, Page 524, as amended by
First Amendment to Declaration of Covenants, Conditions, and Restrictions recorded at Book
1299, Page 789 and by Supplemental Declaration of Covenants, Conditions and Restrictions for
the Legacy at Jordan Lake recorded at Book 1311, Page 1090, all Chatham County Registry (the
"Declaration"); and

WHEREAS, pursuant to Section 15.2(a) Declarant may amend the Declaration; and

WHEREAS, Declarant desires to amend the Declaration in order to provide, among other
things, for certain changes regarding the Design Guidelines;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the
Declaration, Declarant hereby declares that the Declaration is hereby amended as follows:

1. The recitals set out above are true, accurate, and are incorporated herein by
reference.

2. Section 6.03 of the Design Guidelines attached to and made a part of the Declaration is hereby amended and restated in its entirety as follows:

“Minimum square footage shall be defined as a heated floor space of no less than the following square footages set out by neighborhood, as follows:

Legacy Falls North:	1 story home	2400 square feet
	1 ½ story home	3200 square feet
	2 story home	3200 square feet (1800 minimum on the 1 st floor)
Legacy Falls South:	1 story home	2400 square feet
	1 ½ story home	3200 square feet
	2 story home	3200 square feet (1800 minimum on the 1 st floor)
Legacy Hills:	1 story home	2400 square feet
	1 ½ story home	3200 square feet
	2 story home	3200 square feet (1400 minimum on 1 st floor)
Legacy Park:	1 story home	2400 square feet
	1 ½ story home	3200 square feet
	2 story home	3200 square feet (1400 minimum on 1 st floor)
Legacy Ridge:	1 story home	2400 square feet
	1 ½ story home	3200 square feet
	2 story home	3200 square feet (1400 minimum on 1 st floor)

Legacy Springs:	1 story home	2200 square feet
	1 ½ story home	2800 square feet
	2 story home	3000 square feet (1400 minimum 1 st floor)
Villages:	1 story home	1400 square feet
	1 ½ story home	2000 square feet
	2 story home	2400 square feet (no specified minimum on 1 st floor)
Legacy Place:	Reserved	Reserved

Notwithstanding the foregoing minimum square footages, Declarant reserves the right to adjust such minimum square footages as Declarant deems to be in the best interest of the Legacy at Jordan Lake development given changing market conditions and construction practices. Furthermore, with respect to any neighborhoods or phases the subdivision plats for which are not yet recorded, Declarant reserves the right to amend, adjust and otherwise specify minimum square footages on such recorded plats notwithstanding anything set out herein. The neighborhood designations set out herein shall correspond to those identified on the map attached hereto as Exhibit A. Heated floor space does not include garages, covered walks, and/or porches. The ARB may grant variances for minimum floor space if the site conditions present a hardship or if, in the ARB's sole discretion, the resulting appearance of such residential dwelling will preserve and conform to the existing architectural aesthetic within the Legacy."

3. The following additional provisions of the Design Guidelines are amended as provided herein. Any shading is for convenience only in order to highlight certain changes from the Design Guidelines as originally recorded.

The final section of the Table of Contents is hereby amended and restated in its entirety as follows:

ARB SUBMITTAL CHECKLISTS AND FORMS

ARB Submittal Checklist

Landscape Submittal Checklist

Color Selection Form

ARB Alterations and Additions Submittal Checklist

Certificate of Compliance Request Form

Certificate of Compliance Form

Variance Form
 Compliance Request Form.....
 Violation Form
 Grinder Pump Installation Form
 Mailbox Order Form

All page numbers are hereby deleted from the entire Table of Contents.

The following form of Landscape Submittal Checklist shall be attached to the Design Guidelines and made a part thereof:



LANDSCAPE SUBMITTAL CHECKLIST

Revised November 2007

Builder / Homeowner Name _____ Lot No. _____
 Plan Name _____ Date Submitted _____
 Street Address _____

Landscape Submittal General Notes:

1. The Landscaping budget should be 3% - 5% of the total construction budget (55% of projected sales price of home). This only includes the planting and sod materials and should not include the irrigation system, hardscaping, drives, walks, lighting, etc.
2. The Landscaping Plan shall be submitted on a maximum 24" x 36" format (11" x 17" format also acceptable) with the plant schedule / list and cost breakdown may be submitted on a separate sheet(s) as required. Reference The Legacy Site Design Guidelines for additional details and requirements.
3. Note the Landscaping Plan is required to be submitted directly to Chris Sanford, The Legacy Resource Manager, 919-842-8238 at The Legacy Sales Office, (copy Michael Hubbard, J. Michael Hubbard, Architect, PA, 110 Dry Avenue, Cary, NC, 27511, 919-795-6355, fax 919-463-9312, JMHAarchitecture@aol.com for confirmation of submittal to Chris Sanford) for ARB review and approval a minimum of 30 days prior to the need for landscaping / hardscaping installation. Landscaping Plan will be reviewed by Chris Sanford and he will reply back to the ARB and Builder with review and approval comments within 14 days.

Landscaping Plan shall contain the following:

- Designer's name, address, telephone / fax numbers and email address
- North arrow and scale
- Property lines with dimensions including setbacks and easements (original application site plan)
- Location and size of existing trees over 6" in dia. within the clearing limits and 20' of the clearing limits for the home within the property lines
- Location of all structures including the house, drive, walks, decks, trellises, fences, gazebos, etc.
- Location of grinder pump, meters, service areas, HVAC units, etc.
- Location of all lawn areas and shrub bed lines
- Location of all proposed plant material with size representation
- Plant list with quantities, botanical names, common names, sizes, and specifications
- Cost breakdown of all plant materials including the total construction cost of house
- Finished proposed topography and any on-site drainage detailing

- Additional drainage requirements not indicated on the submitted site plan
- Location and specifications of all exterior site lighting fixtures (i.e. low voltage fixtures)
- Total area of lawn in square feet and as a percentage of the site
- Total calculation of impervious area – Not to exceed 11,000 square feet (6,000 SF for Legacy Village Lots)
- Exterior elevations (8-1/2" x 11") for exterior openings, windows, doors, etc. reference

Review by the ARB is only to confirm compliance with The Legacy Architectural and Site Design Guidelines. The builder / homeowner is entirely responsible for compliance with the Guidelines, Covenants, ordinances, all applicable building codes, regulations, etc. as required. ARB comments are as attached and noted on submittal.

- Approved Approved as Noted Not Approved as noted Resubmit

Reviewed By
The Legacy ARB Representative

Date

Section 3.01 is hereby amended and restated in its entirety as follows:

3.01 Review of Plans

The ARB will review design submissions at scheduled ARB meetings typically to be held on the first Wednesday morning of the month (and otherwise on an as-needed basis) at The Legacy Sales Center. ARB Submittals shall be submitted to the ARB Chairman, J. Michael Hubbard, Architect, PA (110 Dry Avenue, Cary, NC, 27511, 919-795-6355, fax 919-463-9312, JMHAarchitecture@aol.com) in person at the scheduled ARB Meetings. Contact Michael Hubbard to schedule ARB Meeting appointments with at least a 7 day notice. Each submittal shall be first reviewed and approved by the Sales Staff prior to submittal to the ARB. Submittals will be reviewed by the ARB with immediate directives at such ARB Meeting as noted on the ARB Submittal Checklist as "Approved" (proceed with permitting and construction), "Approved as Noted" (proceed with permitting and construction based on the ARB directives and provide final revised submittal as required for ARB record), "Not Approved as Noted" and "Resubmit" (not approved to proceed with permitting and construction, resubmit with required ARB directives completed for final ARB review and approval prior to proceeding with permitting or construction) and written directives to be completed and forwarded to the builder, developer, sales staff and others as needed within 14 calendar days. The original submittal will be placed in the permanent files which will be located at The Legacy Sales Center and will be available for builders', homeowners', etc. reference in coordinating future ARB Submittals. Submission requirements are outlined in section 9.3 of the Covenants, this section and section 5.0 of these Design Guidelines. Each submission must include the ARB Submittal Checklist, Color Selection Form (color and material samples as required), site plan (8-1/2" x 11" format, 11" x 17" maximum), landscaping plan (11" x 17" suggested, 24" x 36" maximum), architectural plans (8-1/2" x 11" format, floor plans, all exterior elevations with material indications, special details, etc.) and to include all required items as noted in section 5.0 of these Design Guidelines. Builders must submit final plans reflecting any required changes / conditions imposed by the ARB to the ARB in order to schedule a clearing inspection. A full ARB Approval must be obtained from the ARB before proceeding with permitting or beginning any site clearing or construction.

The Legacy also requires full ARB reviews and approvals for all post closing (and pre-closing if required) alterations and additions including but of course not limited to additions to houses after review and approval of the original ARB Submittal, landscaping alterations and improvements, fences, etc. The ARB will review design submissions at scheduled ARB meetings as noted above and shall be submitted to the ARB Chairman, J. Michael Hubbard, Architect, PA (110 Dry Avenue, Cary, NC, 27511, 919-795-6355, fax 919-463-9312, JMHArcitecture@aol.com) in person (as possible) at the scheduled ARB Meetings. Contact Michael Hubbard to schedule ARB Meeting appointments with at least a 7 day notice. Submittals will be reviewed by the ARB with immediate directives at such ARB Meeting as noted on the ARB Alterations and Additions Submittal Checklist as "Approved" (proceed with permitting and construction), "Approved as Noted" (proceed with permitting and construction based on the ARB directives and provide final revised submittal as required for ARB record), "Not Approved as Noted" and "Resubmit" (not approved to proceed with permitting and construction, resubmit with required ARB directives completed for final ARB review and approval prior to proceeding with permitting or construction) and written directives to be completed and forwarded to the owner, builder, developer, sales staff, homeowners' association, and others as needed within 14 calendar days. The original submittal will be placed in the permanent files which will be located at The Legacy Sales Center and will be available for homeowners', builders', etc. reference in coordinating future ARB Submittals. Submission requirements are outlined in section 9.3 of the Covenants, this section and section 5.0 of these Design Guidelines. Each submission must include the ARB Alterations and Additions Submittal Checklist and required documentation as required for the proposed house or site improvements including but of course not limited to the Color Selection Form (as required, color and material samples as required), site plan (as required, 8-1/2" x 11" format, 11" x 17" maximum), landscaping plan (as required, 11" x 17" suggested, 24" x 36" maximum), architectural plans (as required, 8-1/2" x 11" format, floor plans, all exterior elevations with material indications, special details, etc.) and to include all required items as required and as noted in section 5.0 of these Design Guidelines. A full ARB Approval must be obtained from the ARB before proceeding with permitting or beginning any construction.

Section 4.12 is hereby amended and restated in its entirety as follows:

4.12 Builder/Team Termination / Replacement of Builder Team

As provided in the Declaration, all residential construction within the Properties shall be performed by Builders who are members of the "Builder Team". At the time of preparation of these Design Guidelines, the following shall be the members of the Builder Team:

- ~~1.~~ DenMark Construction, Inc.
2. Atlantic Design/Build, Ltd.
3. New Classic Builders, LLC
- ~~4.~~ John T. Ryan Custom Homes, Inc.
5. Rufty Homes, Inc.
6. S. Alan Gaines Builder, LLC
7. Woody Teague, Inc.
8. Snyder Hankins Custom Homes, Inc.

Declarant may at any time identify additional and/or replacement members of the Builder Team. Any such replacement builders shall also be members of the Builder Team. The ARB shall receive written notification of any decisions by the Owner to terminate or replace a builder during the construction phase. Before commencing with construction, the new builder shall post a construction deposit. Once this deposit is received, the ARB will refund the construction deposit, less outstanding fines and assessments, to the builder who was Terminated. In addition, the new builder shall remove the terminated builder's sign on the home site, and replace it with a sign bearing the new builder's information. Unique situations may arise whereby a residence initially under construction by a builder may be completed by an entity other than another builder upon written approval of the ARB.

Section 5.01 is hereby amended and restated in its entirety as follows:

5. Landscape Plans

General Notes:

Note the Landscaping Plan is required to be submitted directly to Chris Sanford, The Legacy Resource Manager, 919-842-8238 at The Legacy Sales Office, (copy Michael Hubbard, J. Michael Hubbard, Architect, PA, 110 Dry Avenue, Cary, NC, 27511, 919-795-6355, fax 919-463-9312, JMHArchitecture@aol.com for confirmation of submittal to Chris Sanford) for ARB review and approval a minimum of 30 days prior to the need for landscaping / hardscaping installation. The Landscaping Plan will be reviewed by Chris Sanford and he will reply back to the ARB and Builder with review and approval comments within 14 days.

The Landscaping Plan shall be submitted on a maximum 24" x 36" format (11" x 17" format also acceptable) with the plant schedule / list and cost breakdown may be submitted on a separate sheet(s) as required.

The Landscaping budget should be 3% - 5% of the total construction budget (55% of proposed sales price of home). This only includes the planting and sod materials and should not include the irrigation system, hardscaping, drives, walks, lighting, etc.

- A. Owner's name
- B. Designer's name, address, telephone and fax number
- C. North arrow and scale
- D. Property lines with dimensions
- E. Location and size of all existing trees over 6" in diameter within 20' of clearing limits for the home within the property lines
- F. Location of all structures (including decks, trellises, fences, gazebos, etc.), pavement, and utilities
- G. Location of all lawn areas and shrub bed lines
- H. Location of all proposed plant material

- I. Plant list with quantities, botanical names, common names, sizes and specifications
- J. Building elevations for reference of large expanses of wall needing landscaping
- K. Location and specifications of all exterior site lighting fixtures (low voltage)
- L. Total calculation of the impervious area (not to exceed 11,000 SF, 6,000 SF for Legacy Village lots)
- M. Total area of lawn in square feet
- N. Total area of lawn as percentage of site
- O. At a minimum, the following landscaping will be required for all homes:
 - 1) One or more 3-inch caliper street tree (Street trees shall be installed per Schedule 22.0 as pre-determined by the ARB) per 50' of street frontage or fraction thereof (and as predetermined by the ARB), located within 10'-20' from back of curb as reviewed and approved on a case by case basis. Maintain a minimum of 20' of separation between tree trunks. Large mature existing trees may be substituted for the new street trees on a case by case basis and such approved trees must be protected during construction.
 - 2) Evergreen shrubs 2' in height or spread (whichever is larger) minimum, 36-48 inches on center, shall be required around the entire foundation of the home, except in areas of ingress and egress.
 - 3) Blank areas of walls shall be landscaped with upright shrubs or small trees (4 feet min. height).
 - 4) Sod (fescue) shall be required in front yard area and the area between the sidewalk and curb with the exception that landscaping is allowed within 2' of the mailbox.
 - 5) Sod (fescue) will also be required behind the curb or sidewalk (2 feet minimum) or as reviewed / required by the ARB for continuity of the streetscape and lawn areas of each specific lot on a case by case basis.
 - 6) Where two driveways are adjacent, sod shall extend 10 feet from the back of the sidewalk or curb line or as reviewed and approved on a case by case basis.
 - 7) The rear yard may be seeded or sodded. If seed is used, the construction bond will not be released until the lawn has been established to the ARB's satisfaction.
 - 8) Bark mulch or pine straw shall be used in all plant beds and areas without grass, to be maintained in a weed-free condition.
 - 9) Side loaded garages shall be screened with shrubs (4' minimum height at installation) along the property line.
 - 10) Each builder shall protect, and maintain the protection of, the adjacent lots and properties including existing topography, trees, etc. Each builder shall protect all trees 6" in diameter and larger with tree protection fencing within 10' of the clearing edge of each specific lot. Note, also, that this may (in most cases) include the

adjacent lots / properties if within such 10' clearing edge. Please coordinate this policy / requirement with all sub-contractors.

Section 6.08 is hereby amended and restated in its entirety as follows:

6.08 Front Porches

All covered porches visible from the street shall have a minimum depth of 8' (eight feet). Legacy Springs and Legacy Village porches may be a minimum depth of 6' (six feet) (8' suggested). Porches are recommended on all houses and all corner lots are required to have a porch follow the street wall around the corner to occupy a minimum of 30% of the side yard elevation facing the adjoining street.

Section 7.02 is hereby amended and restated in its entirety as follows:

The cost of installing a grinder pump ranges from \$5,700.00 to \$8,900.00 depending on the lot. The cost of labor and material of the grinder pump includes setting the grinder, the alarm box, and running 100 linear feet of pipe from the sewer tap to the grinder pump. If your grinder pump is located farther than 100 feet from the sewer tap, or if installation requires the use of special equipment due to geographic location (rocky areas), you will have to pay additional fees. **Note:** The grinder pump and sewer tap fees are approximate and are subject to change over time. The State has approved a specific grinder pump unit for each lot within the development. The pump model and cost should be obtained from the ARB Administrator prior to submitting a plan for construction. Builders will include the price of the grinder pump installation if, applicable, in the construction price for improvements on a Unit.

Sections 11.01 and 11.02 are hereby amended and restated in their entirety as follows:

11.01 Landscape Budget and Submission requirements

The Landscaping budget should be 3% - 5% of the total construction budget (55% of projected sales price of house). This only includes the planting and sod materials and should not include the irrigation system, hardscaping, drives, walks, lighting, etc. The Landscaping Plan shall be submitted on a maximum 24" x 36" format (11" x 17" format also acceptable) with the plant schedule / list and cost breakdown may be submitted on a separate sheet(s) as required. Note the Landscaping Plan is required to be submitted directly to Chris Sanford, The Legacy Resource Manager, 919-842-8238 at The Legacy Sales Office, (copy Michael Hubbard, J. Michael Hubbard, Architect, PA, 110 Dry Avenue, Cary, NC, 27511, 919-795-6355, fax 919-463-9312, JMHAarchitecture@aol.com for confirmation of submittal to Chris Sanford) for ARB review and approval a minimum of 30 days prior to the need for landscaping / hardscaping installation. The Landscaping Plan will be reviewed by Chris Sanford and he will reply back to the ARB and Builder with review and approval comments within 14 days. Additional submission requirements for landscape plans are located in Section 5.01(5) and are also included on the Landscape Submittal Checklist for reference.

11.02 Landscape Plan Requirements

At a minimum, the following landscaping will be required for all homes:

- 1) One or more 3-inch caliper street tree (Street trees shall be installed per Schedule 22.0 as pre-determined by the ARB) per 50' of street frontage or fraction thereof (and as predetermined by the ARB), located within 10'-20' from back of curb as reviewed and approved on a case by case basis. Maintain 20' of separation between tree trunks. Large mature existing trees may be substituted for the new street trees on a case by case basis and such approved trees must be protected during construction.
- 2) Evergreen shrubs 2' in height or spread (whichever is larger) minimum, 36-48 inches on center, shall be required around the entire foundation of the home, except in areas of ingress and egress.
- 3) Blank areas of walls shall be landscaped with upright shrubs or small trees (4 feet min. height).
- 4) Sod (fescue) shall be required in front yard area and the area between the sidewalk and curb with the exception that landscaping is allowed within 2' of the mailbox.
- 5) Sod (fescue) will also be required behind the curb or sidewalk (2 feet minimum) or as reviewed / required by the ARB for continuity of the streetscape and lawn areas of each specific lot on a case by case basis.
- 6) Where two driveways are adjacent, sod shall extend 10 feet from the back of the sidewalk or curb line.
- 7) The rear yard may be seeded or sodded. If seed is used, the construction bond will not be released until the lawn has been established to the ARB's satisfaction.
- 8) Bark mulch or pine straw shall be used in all plant beds and areas without grass, to be maintained in a weed-free condition.
- 9) Side loaded garages shall be screened with shrubs (4' minimum height at installation) along the property line.
- 10) Each builder shall protect and maintain the protection of the adjacent lots and properties including existing topography, trees, etc. Each builder shall protect all trees 6" in diameter and larger with tree protection fencing within 10' of the clearing edge of each specific lot. Note also this may (in most cases also) include the adjacent lots / properties if within such 10' clearing edge. Please coordinate this policy / requirement with all sub-contractors.

Schedule 22.0 is hereby amended and restated in its entirety as follows:

22.0 STREET TREE PLANTING SCHEDULE

COMMON NAME	SCIENTIFIC NAME	ROAD NAME
Willow Oak	Quercus phellos	Rolling Meadows Lane
Willow Oak	Quercus phellos	Rolling Meadows Lane South
Zelkova	Zelkova serrata	Stoney Creek Way
Red Maple	Acer rubrum "October Glory"	Legacy Falls Drive N.
Zelkova	Zelkova serrata	Bridgewater Court

Red Maple	Acer rubrum "October Glory"	West Lake Circle
Red Maple	Acer rubrum "October Glory"	Legacy Falls Drive S.
Overcup Oak	Quercus lyrata "overcup"	Covered Bridge Trail

Future Phase details to follow as The Legacy Community progresses.

Except as specifically modified and amended hereby, the Declaration and all of the terms thereof remain in full force and effect as written. Capitalized terms not otherwise defined herein shall have the meaning given in the Declaration.

[THE FOLLOWING PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 12th day of December, 2007.

The Legacy at Jordan Lake, LLC, a
North Carolina limited liability company

By: *Holland C. Gaines*
Holland C. Gaines, Manager

STATE OF NORTH CAROLINA

COUNTY OF Wake

I certify that the following person personally appeared before me this day and acknowledged that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Holland C. Gaines, Manager

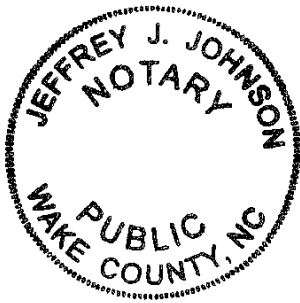
Date: December 12, 2007.

Jeffrey J. Johnson
Official Signature of Notary Public

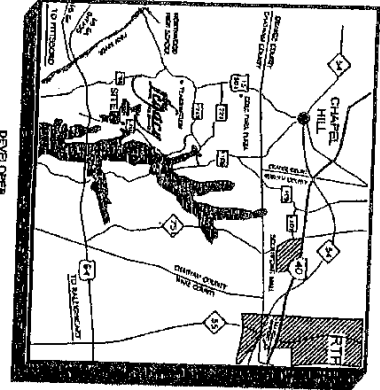
Jeffrey J. Johnson
Insert name of Notary, printed or typed

(Official Seal)

My Commission Expires: 3-7-2010



Legacy Place



DEVELOPER
The Legacy at Jordan Lake, LLC
28 Legacy Way
Charlotte, NC 28217

CONSULTANTS
 Civil Engineer: [Name], [Firm], [Address], [City], [State], [Zip]
 Land Surveyor: [Name], [Firm], [Address], [City], [State], [Zip]
 Planning: [Name], [Firm], [Address], [City], [State], [Zip]
 Environmental: [Name], [Firm], [Address], [City], [State], [Zip]
 Wetland: [Name], [Firm], [Address], [City], [State], [Zip]
 Wetland: [Name], [Firm], [Address], [City], [State], [Zip]
 Wetland: [Name], [Firm], [Address], [City], [State], [Zip]

CE Group, Inc.
 LAND PLANNING
 CIVIL ENGINEERING
 AND SURVEYING
 DECEMBER 1, 2007

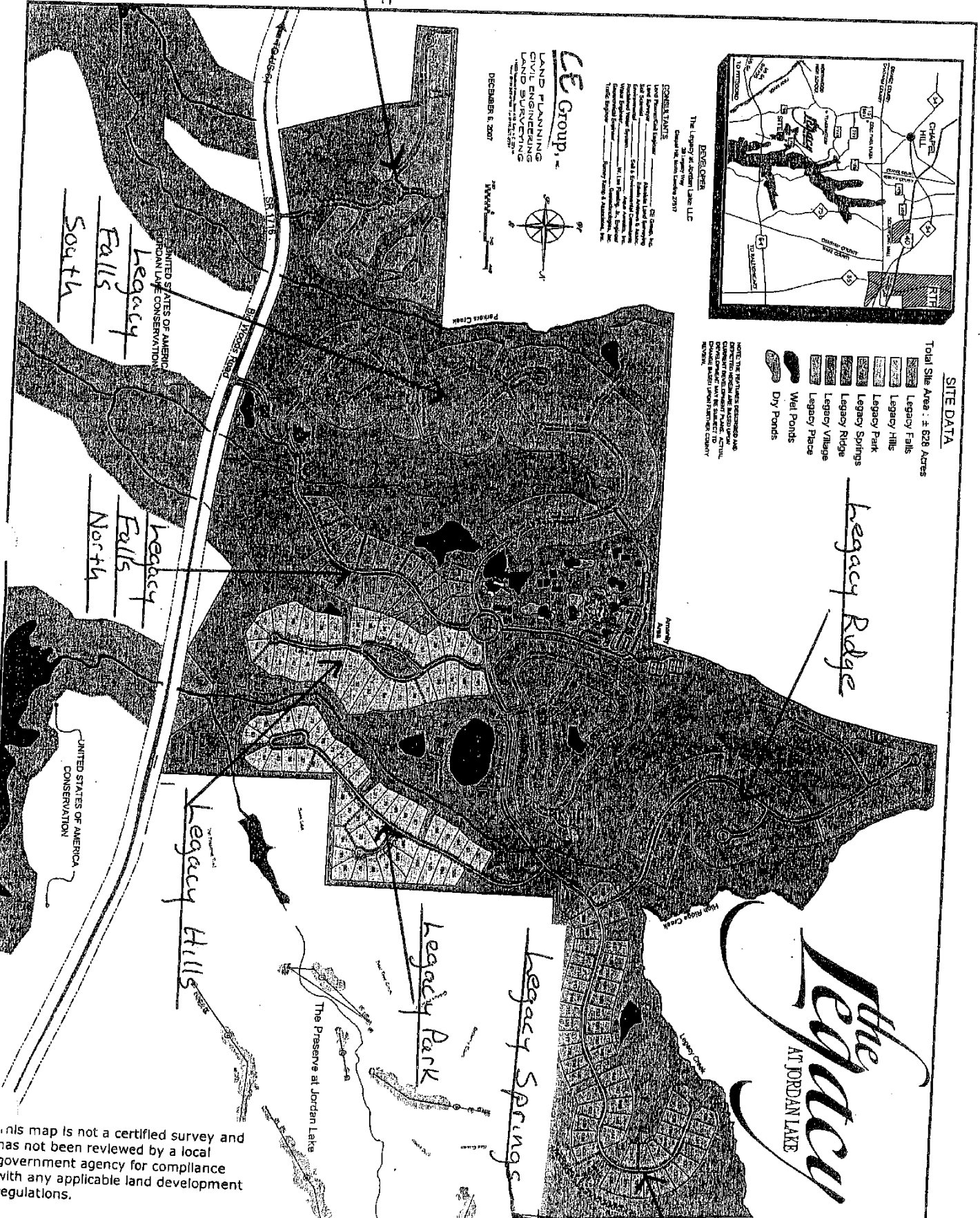


SITE DATA

Total Site Area : ± 628 Acres

- Legacy Falls
- Legacy Hill
- Legacy Park
- Legacy Springs
- Legacy Ridge
- Legacy Village
- Legacy Place
- Wet Ponds
- Dry Ponds

NOTE: THE SPATIALS DESCRIBED AND SHOWN ON THIS MAP ARE BASED UPON CERTAIN ASSUMPTIONS AND ARE NOT GUARANTEED. THE SPATIALS SHOWN ON THIS MAP HAVE BEEN SUBJECT TO A FIELD CHECK BY THE SURVEYOR AND FOUND TO BE CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.



The Legacy
 AT JORDAN LAKE

This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

1444
0400

FILED
CHATHAM COUNTY NC
TREVA B. SEAGROVES
REGISTER OF DEEDS
FILED Feb 26, 2009
AT 09:06:40 am
BOOK 01444
START PAGE 0400
END PAGE 0402
INSTRUMENT # 01835
EXCISE TAX (None)

BOOK 1444 PAGE 0400

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

Drafted by and Mail to: Wyrick Robbins Yates & Ponton LLP, P.O. Drawer 17803, Raleigh, NC 27619

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS for The Legacy at Jordan Lake (the "Third Amendment") is made this ~~19th~~ day of February, 2009, by The Legacy at Jordan Lake, LLC, a North Carolina limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant established that certain Declaration of Covenants, Conditions, and Restrictions for The Legacy at Jordan Lake as recorded at Book 1252, Page 524, as amended by First Amendment to Declaration of Covenants, Conditions, and Restrictions for The Legacy at Jordan Lake recorded at Book 1299, Page 789; Supplemental Declaration of Covenants, Conditions and Restrictions for the Legacy at Jordan Lake recorded at Book 1311, Page 1090; and Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Legacy at Jordan Lake recorded at Book 1375, Page 196; all Chatham County Registry (the "Declaration"); and

WHEREAS, pursuant to Section 15.2(a) of the Declaration, Declarant may amend the Declaration; and

WHEREAS, Declarant desires to amend the Declaration in order to permit the use of certain "for sale" signs on the Properties;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby declares that the Declaration is hereby amended as follows:

1. The recitals set out above are true, accurate, and are incorporated herein by reference.
2. Section 9.4(b)(i) of the Declaration is hereby amended and restated in its entirety as follows:

"(i) Signs. No 'for rent' signs are permitted on the Properties. No other sign of any kind shall be erected by an Owner or occupant without the prior written consent of the ARB except (1) such signs as may be required by legal proceedings; (2) not more than one door- or window-mounted professional security stickers (no yard signs) of such size deemed reasonable by the ARB in its sole discretion; and (3) real estate brokerage company 'for sale' signs of customary dimensions, but only for the period ending eighteen (18) months after the date of this Third Amendment. While 'for sale' signs in compliance with the above are expressly permitted, no such sign shall include (or be accompanied by) language such as 'foreclosure,' 'bank-owned,' 'auction,' 'short sale,' 'bank repo,' or other language indicative of financial distress or forced sale. At the end of such eighteen (18) month period, subsection (i)(3), above, permitting "for sale" signs shall expire and shall become invalid, and, thereafter, no "for sale" signs shall be placed on the Property other than as expressly permitted by the ARB. In no event shall "for sale by owner" signs be permitted on the Properties. Unless in compliance with this Section, no signs shall be posted or erected by any Owner or occupant within any portion of the Properties, including the Common Area, any Unit, any structure or dwelling located on the Common Area or any Unit (if such sign would be visible from the exterior of such structure or dwelling as determined in the reviewing body's sole discretion) or from any Private Amenity.

Except for those signs expressly permitted above without the prior written consent of the ARB, the ARB reserves the right to prohibit signs and to restrict the size, content, color, lettering, design and placement of any signs. All signs must be professionally-prepared. This provision shall not apply to entry, directional, or other signs installed by the Declarant or its duly authorized agent as may be necessary or convenient for the marketing and development of the Properties, including, without limitation, 'for sale' signs installed by Declarant and Builder signs installed in accordance with the Design Guidelines."

3. Except as specifically modified and amended hereby, the Declaration and all of the terms thereof remain in full force and effect as written. Capitalized terms not otherwise defined herein shall have the meaning given in the Declaration.

[THE FOLLOWING PAGE IS THE SIGNATURE PAGE]

BOOK 1444 PAGE 0402

IN WITNESS WHEREOF, the undersigned Declarant has executed this Third Amendment on this 19th day of February 2009.

The Legacy at Jordan Lake, LLC, a
North Carolina limited liability company

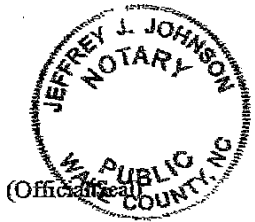
By: Holland C. Gaines
Holland C. Gaines, Manager

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Holland C. Gaines, as Manager of The Legacy at Jordan Lake, LLC.

Date: February 19, 2009.



Jeffrey J. Johnson
Official Signature of Notary Public

Jeffrey J. Johnson
Insert name of Notary, printed or typed

My Commission Expires: March 7, 2010

1490
0652

FILED
CHATHAM COUNTY NC
TREVA B. SEAGROVES
REGISTER OF DEEDS
FILED Dec 01, 2009
AT 11:28:03 am
BOOK 01490
START PAGE 0652
END PAGE 0655
INSTRUMENT # 12532
EXCISE TAX (None)

BOOK 1490 PAGE 0652

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

Drafted by and Mail to: Wyrick Robbins Yates & Pontua LLP, P.O. Drawer 17803, Raleigh, NC 27619

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS for The Legacy at Jordan Lake (the "Fourth
Amendment") is made this 24 day of November, 2009, by The Legacy at Jordan
Lake, LLC, a North Carolina limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant established that certain Declaration of Covenants, Conditions, and
Restrictions for The Legacy at Jordan Lake as recorded at Book 1252, Page 524, as amended by
First Amendment to Declaration of Covenants, Conditions, and Restrictions for The Legacy at
Jordan Lake recorded at Book 1299, Page 789; Supplemental Declaration of Covenants,
Conditions and Restrictions for the Legacy at Jordan Lake recorded at Book 1311, Page 1090;
Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Legacy at
Jordan Lake recorded at Book 1375, Page 196; and Third Amendment to Declaration of
Covenants, Conditions and Restrictions for The Legacy at Jordan Lake recorded at Book 1444,
Page 400; all Chatham County Registry (the "Declaration"); and

WHEREAS, pursuant to Section 15.2(a) of the Declaration, Declarant may amend the
Declaration; and

WHEREAS, Declarant desires to amend the Declaration in order to extend the time
period applicable to the use of certain "for sale" signs on the Properties, to modify the setbacks
required for garages, and to permit the use of builder presale signs on the Properties.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the
Declaration, Declarant hereby declares that the Declaration is amended as follows:

1. The recitals set out above are true, accurate, and are incorporated herein by reference.
2. Section 9.4(b)(1) of the Declaration is hereby amended and restated in its entirety as follows:

"(1) Signs. No 'for rent' signs are permitted on the Properties. No other sign of any kind shall be erected by an Owner or occupant without the prior written consent of the ARB except (1) such signs as may be required by legal proceedings; (2) not more than one door- or window-mounted professional security stickers (no yard signs) of such size deemed reasonable by the ARB in its sole discretion; and (3) real estate brokerage company 'for sale' signs of customary dimensions, but only for the period ending August 19, 2011. While 'for sale' signs in compliance with the above are expressly permitted, no such sign shall include (or be accompanied by) language such as 'foreclosure,' 'bank-owned,' 'auction,' 'short sale,' 'bank repo,' or other language indicative of financial distress or forced sale. At 11:59 p.m. on August 19, 2011, subsection (1)(3), above, permitting 'for sale' signs shall expire and shall become invalid, and, thereafter, no 'for sale' signs shall be placed on the Properties other than as expressly permitted by the ARB. In no event shall 'for sale by owner' signs be permitted on the Properties. Unless in compliance with this Section, no signs shall be posted or erected by any Owner or occupant within any portion of the Properties, including the Common Area, any Unit, any structure or dwelling located on the Common Area or any Unit (if such sign would be visible from the exterior of such structure or dwelling as determined in the reviewing body's sole discretion) or from any Private Amenity.

Except for those signs expressly permitted above without the prior written consent of the ARB, the ARB reserves the right to prohibit signs and to restrict the size, content, color, lettering, design and placement of any signs. All signs must be professionally-prepared. This provision shall not apply to entry, directional, or other signs installed by Declarant or its duly authorized agent as may be necessary or convenient for the marketing and development of the Properties, including, without limitation, 'for sale' signs installed by Declarant and Builder signs installed in accordance with the Design Guidelines."

3. Section 6.13 of the Design Guidelines is hereby amended and restated in its entirety as follows:

"6.13 Garage \ Garage Doors

All garages should be side- or rear-loaded. Carports are not allowed. Drive-through porte-cocheres may be approved on a case-by-case basis and as integrated into the architecture of the house. Side- and rear-load garages are required; however, front-loaded garages may be permitted on a case-by-case basis if the site conditions and/or setbacks do not provide adequate space for a side- or rear-loading garage, as is the case in the Legacy Village neighborhood. Front-loaded garages shall be set back a minimum of 10 feet from the front elevation of the house, except in the Legacy Village neighborhood where a setback minimum from the front elevation is not required. The street-side elevation of a courtyard garage must incorporate windows, louvers, or shutters as necessary to provide variety. Garages on corner lots shall not face the main collector road. All garage doors/

garage door styles must be approved by the ARB. Front-loading two-car garages shall have a separate garage door for each car."

4. Section 12.02 of the Design Guidelines is hereby amended and restated in its entirety as follows:

"12.02 Signage

All builder signs must be identical to the sign shown in section 13.0. Notwithstanding the foregoing, a builder may utilize one-post presale signs, measuring 30 inches wide by 48 inches tall and otherwise substantially similar in design to the sign shown in Section 13.0 ("Presale Signs"). A house rendering may be attached by screws to the Presale Sign and a Presale Sign may include the lot owner's name, the builder's name, as well as 'for sale' language. All Presale Signs must be approved by the ARB prior to installation. Presale Sign specifications may be revised from time to time by the ARB.

Subcontractor signs are not allowed on the Properties. Any additional signage or displays found on a jobsite may be removed at any time without warning. Builder signs shall be removed prior to release of the construction deposit.

Except as otherwise permitted under the Declaration of Covenants, no 'for sale' signs or any other signs marketing a Unit are permitted on any Unit.

No other signs, except as permitted under the Declaration of Covenants, are permitted on the Properties."

5. Except as specifically modified and amended hereby, the Declaration and all of the terms thereof remain in full force and effect as written. Capitalized terms not otherwise defined herein shall have the meaning given in the Declaration.

[THE FOLLOWING PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Fourth Amendment on this 24th day of November, 2009.

The Legacy at Jordan Lake, LLC, a
North Carolina limited liability company

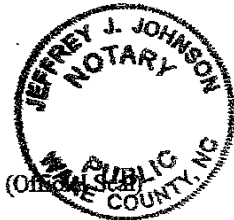
By: [Signature]
Holland C. Gaines, Manager

STATE OF NORTH CAROLINA

COUNTY OF Wake

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document: Holland C. Gaines, as Manager of The Legacy at Jordan Lake, LLC.

Date: 11/24, 2009.



[Signature]
Official Signature of Notary Public

Jeffrey J. Johnson
Insert name of Notary, printed or typed

My Commission Expires: 3/7/2010