

WAKE COUNTY, NC 37
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/28/2014 AT 09:01:39

BOOK:015590 PAGE:01900 - 01903

Prepared by and mail to: Robert A. Brady, Attorney at Law, 160 Iowa Lane, Suite 104,
Cary, North Carolina 27511

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF BOWLING GREEN SUBDIVISION**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF BOWLING GREEN SUBDIVISION**
("Amendment") is made as of the 27th day of February, 2014, by Bowling Green
Associates, a North Carolina limited liability company ("Declarant").

WITNESSETH:

THAT, WHEREAS, Declarant created a Declaration of Covenants, Conditions
and Restrictions for Bowling Green Subdivision, as recorded in Book 11757, Page 809,
Wake County Registry (the "Declaration"); and,

WHEREAS, Section 4 of Article XIV of the Declaration permits the Declarant
to amend the Declaration without membership approval prior to the closed sale of sixty
percent (60%) of the Lots in any recorded phase of the subdivision; and,

WHEREAS, Declarant is preparing to record maps with the Wake County
Register of Deeds for new phases of the subdivision and, prior to the sale of sixty percent
(60%) of the Lots within said phases, Declarant desires to amend the Declaration.

NOW, THEREFORE, Declarant declares that the Declaration shall be amended
as follows:

1. Article IV of the Declaration is and shall be amended by adding the following:

Section 16. Limited Common Expenses. Only Owners of Lots that are recorded with a designation that said Lot(s) is/are served by Limited Common Elements shall be assessed for the expenses of administration, maintenance, repair or replacement of the said Limited Common Elements. Said Limited Common Expenses shall be borne equally by the number of Lots served by said Limited Common Elements.

2. Article X of the Declaration is and shall be amended by adding the following:

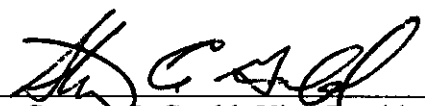
Section 6. Use Easements. A "Use Easement" shall be established upon those Lots shown and depicted on a Plat that contain a point on an interior lot line designated as a "Use Easement Point". Said Use Easement shall extend from said Use Easement Point along a line parallel with the right-of-way line or parallel with the chord bearing of the arc of the street upon which said Lot fronts to the foundation of the residence constructed nearer to said Use Easement Point, thence, with said foundation wall, and extending beyond said foundation wall to the rear lot line of the Lot, thence, with the rear lot line to the interior lot line, thence with said interior lot line, back to the Use Easement Point.

The Use Easements established hereby shall be perpetual and shall be for the benefit of the Owner of the Lot adjacent to said easement for ingress, egress and regress over and upon said easement and for purposes of making landscape and hardscape improvements thereupon as may be approved by the ACC. Any improvements placed upon the Use Easement shall be upon the express condition that said improvements must not be attached to any structures on the servient Lot nor made in such a manner as to cause damage to the property of the Owner of the servient Lot and must not be located in such a manner so as to prevent the Owner of the servient Lot from having unimpeded access to the structure(s) upon his Lot for purposes of maintenance and repair. Further, said improvements must be maintained by the party making said improvements. In the event the Owner of the dominant Lot fences in the Use Easement area, a gate must be erected along the rear lot line of the Owner of the servient Lot for access purposes.

Section 7. Private Streets. Some Lots shall be subject to a perpetual easement in favor of the Association and other Lot Owners for maintenance, management, repair, landscaping, and non-exclusive use and enjoyment, of the private streets, drives and alleyways which are located on the Property, as shown on the Plats, whether said streets and drives are located in the Limited Common Areas or are located on Lots. This easement right includes the right of contractors engaged by the Association to enter upon the Lots from time to time as necessary in order to perform such repair and maintenance work. The Owners of the Lots shall not impair access to, or otherwise alter in any way, said street and drives. The Association shall also have the right, but not the obligation, to cut, remove and plant trees, shrubbery and flowers along said streets, drives and alleyways.

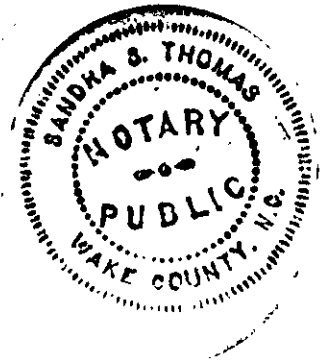
IN WITNESS WHEREOF, Declarant has executed this Amendment to be executed as the day and year first above written.

Bowling Green Associates, LLC


_____(SEAL)
By: Steven C. Gould, Vice-President
Horsecreek Associates, Inc. Manager

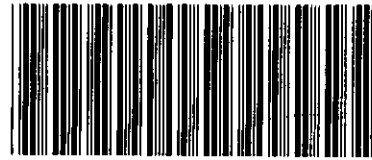
**WAKE COUNTY
NORTH CAROLINA**

I, Sandra S. Thomas, a Notary Public of the County and State aforesaid, certify that Steven C. Gould personally appeared before me this day and acknowledged that he is the Vice-President of Horsecreek Associates, Inc., a North Carolina corporation, Manager of Bowling Green Associates, LLC, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and official stamp or seal, this the 27th day of February, 2014.



Sandra S. Thomas
Notary Public

My commission expires: 09-24-2015



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Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

Laura M. Riddick
Register of Deeds
Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

New Time Stamp

\$25 Non-Standard Fee

Additional Document Fee

Additional Reference Fee

This Customer Group

This Document

_____ # of Time Stamps Needed

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