

STATE OF NORTH CAROLINA

COUNTY OF IREDELL

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR ANNISTON**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ANNISTON made on the 2nd day of October, 2018, hereinafter set forth by Anniston Homeowners Association, Inc., a North Carolina corporation, herein after referred to as "Association", and any and all persons, firms, or corporations now owning or hereinafter acquiring any of the within described property.

WITNESSETH:

WHEREAS, by the following instruments recorded in the Iredell County Registry, the Declarant, Anniston, LLC subjected the real property in Iredell County, North Carolina, as more described is the below recorded instruments to the Association and the Declarations of Covenants, Conditions, and Restrictions for Anniston (the "Declaration") and supplemental declarations to the same:

1. Book 1617, Page 1924 on January 26, 2005;
2. Book 1711, Page 2468 on December 30, 2005;
3. Book 1785 at Page 1854 on September 22, 2006;
4. Book 1831 at Page 1013 on March 13, 2007;
5. Book 1843 at Page 2137 on April 24, 2007;
6. Book 1883 at Page 35 on September 12, 2007;
7. Book 1902 at Page 1663 on December 4, 2007;
8. Book 1931 at Page 1806 on April 8, 2008;
9. Book 1959 at Page 1148 on August 14, 2008;

10. Book 1964 at Page 780 on September 12, 2008; and
11. Book 2272 at Page 204 on October 25, 2013

WHEREAS, in accordance with Article IX, Section 3 of the Declaration provides that the Declaration may be amended or modified at any time by a vote of no less than sixty-seven percent (67%) of all votes entitled to be cast by the Association Members;

NOW, THEREFORE, having obtained the required consent, as evidenced by the signatures below, to amend the Declaration of Covenants, Conditions and Restrictions for Anniston, the Association hereby makes the following modification to the Declaration:

1. Pursuant to Article IX, Section 3 of the Declaration, Association hereby declares that all of the property described on Exhibit A attached hereto and incorporated herein by reference (the "Additional Property") shall hereafter be held, used, operated, assigned and transferred subject to the protective covenants, conditions and restrictions and all other terms and provisions set forth in the Declaration (as same is hereby and may further be amended or supplemented from time to time); and, whenever referred to therein, the term "Property" shall include the Additional Property.
2. Pursuant to Article VII- of the Declaration, the Architectural Control Committee has reviewed and approved the design plans titled Princeton (A, B, C), Columbia (A, B, C), and Berkeley (A, B, C). Any future plans and color pallets will be submitted for review to the Architectural Control Committee. Approval for future plans that are similar in design, color palate, and overall aesthetics to the plans approved in this section shall not be unreasonably withheld.
3. The lots included to this annexation are subject to capital contributions payable to the Association upon the sale/transfer (no later than at closing) of the lot as follows:
 - a) \$2,500.00 upon the initial sale of the lot from the original builder/developer.
 - b) \$500.00 upon each subsequent sale/transfer of the lot;
 - c) Such capital contributions shall constitute a lien against the lot and subject to the collection remedies set forth in the Declaration and available to the Association by law.
4. Except as expressly supplemented herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be duly executed as of the day and year first above written.

Anniston Homeowners Association, Inc.
A North Carolina Corporation

BY: Christopher P. Zangara

Christopher P. Zangara President

(Notary to Follow)

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, Theresa A Moree, a Notary Public certify that Christopher P Zangara personally came before me this day and acknowledged to me that the President of **Anniston Homeowners Association, Inc., a North Carolina** corporation, and that he, as President, being authorized to do so, executed the foregoing instrument on behalf of the limited liability corporation.

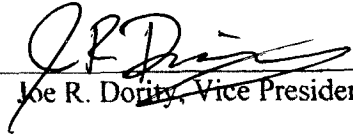
Witness my hand and seal, this 2nd day of October, 2018.

Theresa A Moree
Notary Public
My Commission Expires: 3/6/2021



Concept Homes, LLC, a North Carolina limited liability company, as owner of certain portions of the Property subject hereto, joins in the execution of this Amendment to the Declaration of Restrictions for the purpose of consenting to terms hereof and making those portions of the Property owned by the Concept Homes, LLC subject to all terms and provisions of this Declaration of Restrictions.

Concept Homes, LLC, a North Carolina limited liability company

By: 
Joe R. Dority, Vice President

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, Kim Rape Beacham, a Notary Public of the County and State aforesaid, certify that Joe R. Dority being personally known to me, who is the Vice President of Concept Homes LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged that he is Vice President of Concept Homes, LLC, a North Carolina limited liability company and that as Vice President being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein.

Witness my hand and notarial seal, this 22 day of October, 2018.

Kim Rape Beacham
Notary Public
My Commission Expires: 9/10/19

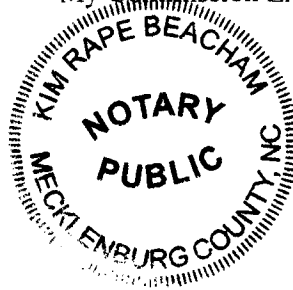


EXHIBIT "A"

BEGINNING at a found T post located near the centerline of the right of way for Johnson Dairy Road (SR #1142) in the line of Bentley Family Limited Partnership (See Deed Book 1794, Page 884); thence running with the Bentley Family Limited Partnership line South 12-19-06 West 766.88 feet to a found #4 rebar (bent) offline; thence with three new lines of the Grantor as follows: (1) North 80-46-08 West 386.93 feet to a point; (2) North 06-16-37 East 518.26 feet to a point; (3) North 03-11-17 East 296.49 feet to a point located in the centerline of the right of way for Johnson Dairy Road; thence with the centerline of Johnson Dairy Road South 76-07-18 East 488.14 feet to a point; thence South 12-19-06 West 7.11 feet to the point and place of Beginning, the same containing 7.848 acres, more or less according to that certain survey prepared by Joel H. Patterson, III, PLS on January 12, 2017.