

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

**Clerk: cross reference Book 16500, Page 1443 – 1501**

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

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARCADIA WEST** (this "Amendment") is made and effective as of the ~~17<sup>th</sup>~~ day of January, 2019 (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 Arcadia West, recorded in the Wake County Public Records with the Office of the Register of Deeds in Deed Book 16500, Page 1443 - 1501 (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. 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 to the Association at the time of purchase an amount equal to One Thousand Dollars (\$1,000.00). 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. 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.”
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: *Patricia Hanchette*  
Patricia Hanchette  
Division President

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I hereby certify that Patricia 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: January 17, 2019

*Karen R. Griffin*  
Official Signature of Notary Public

Karen R. Griffin  
Notary printed or typed name

[OFFICIAL SEAL]

My commission expires: January 7, 2020

