SECOND AMENDMENT OF DECLARATION OF RESTRICTIVE COVENANTS AND DECLARATION OF PLANNED COMMUNITY FOR HERITAGE GLEN

Prepared By: Joseph J. Kalo, IV
(Without Benefit of Title Examination)
Return To: Wishart, Norris, Henninger & Pittman, P.A.
P.O. Box 1998, Burlington, N.C. 27216-1998

NORTH CAROLINA
ALAMANCE COUNTY

THIS SECOND AMENDMENT OF DECLARATION OF RESTRICTIVE COVENANTS AND DECLARATION OF PLANNED COMMUNITY FOR HERITAGE GLEN, made on this 11th day of September, 2002 by CORNERSTONE PROPERTIES OF ALAMANCE, LLC, a North Carolina limited liability company (hereinafter "Declarant");

W I T N E S S E T H:

WHEREAS, Declarant has heretofore recorded a *Declaration of Restrictive Covenants and Declaration of Planned Community For Heritage Glen* in Deed Book 1327, Page 798 of the Alamance County Registry (hereinafter the "Declaration"); and,

WHEREAS, an *Amendment of Declaration and Restrictive Covenants and Declaration of Planned Community for Heritage Glen* was filed on March 22, 2002 in Deed Book 1646, Page 943 of the Alamance County Registry (the "Amendment"); and,

WHEREAS, paragraph 8B of the Amendment was originally intended to allow for detached structures subject to the approval of the Architectural Committee and to provide for specific setback requirements for such structures; and,

WHEREAS, due to a scrivener's error, the reduced rear setback requirements set forth in the Amendment could be misinterpreted as being applicable to single family dwellings rather than only to the detached structures enumerated in the Amendment; and,

WHEREAS, paragraph 28G of the Declaration provides that Declarant specifically reserves the right, but not the obligation, to add additional real property as shown for "Future Development" (or words of like import) on plats and plans to the Property (as such term is defined in the Declaration) as additional phases of the development plan; and,

WHEREAS, paragraph 28G of the Declaration provides that in the event that Declarant shall elect to increase the area comprising Heritage Glen Subdivision, the owners of lots on any such additional property shall be members of the Heritage Glen Property Owners Association, Inc. (hereinafter the "Association")

WHEREAS, Declarant now desires to increase the area comprising Heritage Glen Subdivision and to increase the membership of the Association as hereinafter set forth.

NOW, THEREFORE, Declarant does hereby declare, covenant, and agree with all persons, firms, and corporations now owning or hereinafter requiring any one or more of the lots designated as Lots Fifty-Five (55) through One Hundred Fifty-Two (152), both inclusive (hereinafter "Phase Two") as shown on those certain plats entitled "Final Plat, Sheet 2 of 2, Phase Two, Section "A", The Meadows at Heritage Glen" and "Final Plat, Sheet 2 of 2, Phase Two, Section ""A", The Meadows at Heritage Glen" which plats are duly recorded in Plat Book 67, at Pages 80 and 81 respectively of the Alamance County Registry (hereinafter collectively the "Phase Two Plat") that except as modified hereby, Phase Two is hereby subjected to the provisions set forth in the Declaration as amended by the Amendment subject however to the Amendment Modification hereinafter set forth. For purposes of construction of the Declaration as it shall apply to Phase Two, the word "lot" shall be defined as originally defined in the Declaration and shall include any of the lots numbered Fifty-Five (55) through One Hundred Fifty-Two (152), both inclusive as shown on the Phase Two Plat. The word "Subdivision" shall include the lots shown on the Plat (as defined in the Declaration) together with all lots shown on the Phase Two Plat and the word "Plat" shall be defined as originally defined in the Declaration and shall also include the Phase Two Plat.

With regard to the Amendment, Paragraph 8B shall be modified to read as follows:

No building shall be located on any lot nearer than 35 feet to any front line nor nearer than 20 feet to a side street line. No building shall be located nearer to an interior lot line 10 feet for The Meadows Section or 12 feet for the Cornerstone Section, nor 25 feet of a rear lot line. Those lots which are "Pond Lots" as defined in the paragraph of this Declaration entitled "Pond" shall have a minimum front setback of 25 feet from the front lot line, notwithstanding any other provisions of this paragraph of this Declaration. Notwithstanding any other provisions of this Declaration, the Amendment or this instrument, a summer house, pagoda, greenhouse, house for storage of garden tools and supplies or other outbuilding, if approved by the Architectural Committee, are subjected to lesser rear setback requirements and may be located no nearer than 10 feet of a rear lot line for the Meadows Section and no nearer than 12 feet of a rear lot line for the Cornerstone Section.

For the purposes of construing the Declaration, the Amendment and this instrument, all lots within Phase Two shall be "Meadows Section" lots.

Except as expressly modified herein the terms and conditions of the Declaration and Amendment shall remain in full force and effect as to the aforesaid Phase Two.

Declarant has heretofore executed a Deed of Trust to W. R. Gilliam, Trustee for the benefit of Community Savings Bank, said Deed of Trust being dated February 11, 1999 and recorded February 19, 1999 in Deed of Trust Book 1260, Page 218 of the Alamance County Registry (hereinafter the "Deed of Trust").

By its joinder in the execution of this instrument, Capital Bank (successor entity by merger to Community Savings Bank) does hereby subordinate the lien of the Deed of Trust to the extent but only to the extent that the Deed of Trust shall be subordinate to the terms and provisions of this instrument as if this instrument had been recorded one minute prior to the Deed of Trust. Daniel M. Roberts, Trustee of the Deed of Trust by virtue of Substitution of Trustee recorded in Deed Book 1666, Page 799, joins in the execution of this instrument at the request and direction of Capital Bank.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its company name by its duly authorized member- manager and has adopted as its seal the word "SEAL" appearing beside its name, and Daniel M. Roberts, Trustee, has hereunto set his seal and Capital Bank has caused this instrument to be executed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

CORNERSTONE PROPERTIES OF ALAMANCE, LLC (SEAL)

By:_____(SEAL)
Randy L. Faircloth, Member-Manager

Recorded in Book 1724, page 195 in the office of the Register of Deeds of Alamance County