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STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BRANDON RIDGE

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRANDON RIDGE ("Amendment") is made this 14th day of February, 2013, by BRANDON RIDGE HOMEOWNERS' ASSOCIATION, INC., a North Carolina non-profit corporation ("Association").

1. Pursuant to Section 9.2 of that Declaration of Covenants, Conditions and Restrictions for Brandon Ridge ("Declaration") recorded in deed book 5928, page 101, Cabarrus County Registry, and Section 2-117(a) of the North Carolina Planned Community Act, N.C. Gen. Stat. § 47F-1-101 et seq. ("Act"), the Association and the Lot Owners thereof do hereby adopt the following amendments to the Declaration of the Association in order to revise certain provisions of the Declaration regarding pools, sheds and fencing, all as more particularly provided herein.

2. The undersigned, being the duly-adopted president and secretary of the Association, hereby certify that as of January 30, 2013, the amendments set forth herein were duly approved and adopted by the membership of the Association by the written consent of in excess of 67% of the Members pursuant to the Declaration and the Act.

3. Section 7.10 is hereby deleted and replaced in its entirety with the following:

Section 7.10 Pools. No above-ground pools or in-ground pools are permitted to be installed on any Lot. From Memorial Day through Labor Day, temporary pools may be installed on a Lot only within a fenced yard without further approval from the Board, provided the same must be properly maintained and must be completely removed including all fixtures and appurtenances as of the day after Labor Day, and may not be stored outside when not in use. Operable spas and hot tubs which are functioning and in

Drawn by and mail to:
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good repair may be installed on a Lot only within a fenced yard provided written approval of the Board is first obtained prior to installation. No spa or hot tub which is not in operation and in good repair may be stored or kept on any Lot.

4. Section 7.11 is hereby deleted and replaced in its entirety with the following:

Section 7.11 Storage Sheds and Temporary Structures. Outbuildings are limited to one (1) per Lot. Maximum size of any outbuilding is fifty (50) square feet with the height not to exceed eight (8) feet. The outbuilding must be constructed using the same building materials as the Dwelling Unit (siding, shingles, etc.), or may be pre-built of a vinyl material of the same or similar color as the Dwelling Unit, or other materials as approved by the Board. All outbuildings including their location on the Lot must be approved by the Board in writing prior to installation. Party and children's tents are permitted without the necessity of Board approval so long as they are not up for longer than forty eight (48) hours no more than once in any given thirty (30) day period.

5. Section 7.21 is hereby deleted and replaced in its entirety with the following:

Section 7.21 Driveways and Walkways. All driveways will be constructed of concrete by a builder of the Dwelling Unit which it serves. Each Dwelling Unit shall have a continuous walkway from the driveway to the front porch or entry. Any alterations to the appearance (including expansions) of driveways or walkways must be approved in writing by the Board. Owners shall maintain and replace the driveway of their Lot thereafter so as to maintain the same appeal as provided at the time of original construction, ordinary wear and tear accepted.

6. Section 7.23(a)(iv) is hereby deleted and replaced in its entirety with the following:

(iv) Fencing Height. Fencing shall not exceed six (6) feet in height.

7. This Amendment is executed and recorded for purposes of amending the Declaration. All capitalized terms used herein shall have the meanings ascribed them in the Declaration. This Amendment does not affect the security interest of any mortgagee and is therefore not executed by any mortgagee or any governmental agency.

SIGNATURES ARE ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the President of the Association has duly set her hand hereto, by authority duly granted by the Board of Directors, and the Secretary of the Association has attested to the same.

BRANDON RIDGE HOMEOWNERS'
ASSOCIATION, INC.

By: Tamara B Gaspar
Tamara Gaspar, President

ATTEST:

Zachary M. Moretz
Secretary

NORTH CAROLINA

CABARRUS COUNTY

I, Zachary M. Moretz, a Notary Public in and for said County and State, certify that TAMARA GASPAS personally came before me this day and acknowledged that she is the President of BRANDON RIDGE HOMEOWNERS' ASSOCIATION, INC., a North Carolina nonprofit corporation, and that she, as President, being authorized to do so, executed the foregoing instrument on behalf of the company for the purposes therein expressed. Witness my hand and official seal, this the 13th day of ~~February~~ March, 2013.

My commission expires 12/16/13

[Signature]
Notary Public

[NOTARY SEAL]

