

Prepared by and return to: David T. Pryzwansky  
The Pryzwansky Law Firm, P.A.  
507 West Peace Street, Suite 101  
Raleigh, North Carolina 27603

FIRST AMENDMENT  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HARDEN CREEK SUBDIVISION

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARDEN CREEK SUBDIVISION, made as of the 15th day of July, 2021 by JSJ Builders, Inc., a North Carolina corporation ("JSJ");

WITNESSETH:

WHEREAS, Cloudbreak Investments LLC ("Cloudbreak") recorded that Declaration of Covenants, Conditions and Restrictions for Harden Creek Subdivision dated June 30, 2021 and recorded June 30, 2021 in Book 5977, page 142, Johnston County Registry ("Declaration"); and

WHEREAS, Cloudbreak conveyed all the lots encumbered by the Declaration to JSJ and thus JSJ is the current owner of all the lots encumbered by the Declaration; and

WHEREAS, JSJ desires to amend the Declaration as more further set forth herein.

NOW, THEREFORE, JSJ hereby declares that the Declaration is amended as follows:

1. Article II of the Declaration is deleted and replaced with the following new Article II:

"ARTICLE II

THE ASSOCIATION

The Declarant shall create Harden Creek Homeowners Association, Inc. (the "Association") and the voting Members of the Association shall be as set forth below. The Association shall own and maintain the "Common Area" which shall mean all real property and

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in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Johnston County Register of Deeds.

any improvements constructed thereon including but not limited to private roads, playground and picnic area(s) and open space, if any, owned by the Association for the common use and enjoyment of the Owners or members of the Association, as may be designated on any subdivision map of the Property or by the Association. Common Area shall also include the access or pedestrian easements leading to the Common Area. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is all of that Property other than the Lots. Declarant shall convey the Common Area to the Association free and clear of any liens prior to the conveyance of a Lot.

### MEMBERSHIP AND VOTING RIGHTS

**Section 1.** The voting Members of the Association shall be the Class A Members and the Class B Members defined below.

**Section 2.** The Association shall have two classes of voting membership:

**Class A.** The Class A Members shall be every person or entity who or which is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, except Declarant during the period Declarant is a Class B Member as defined below. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Such membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Provided however, Class A Members shall not have a vote until such time as the Class B membership shall cease as provided herein.

**Class B.** The Class B Member shall be the Declarant and Declarant shall be entitled to five (5) votes for each lot as may be developed within the property described on Exhibit B attached hereto (which property Declarant has an option to purchase and portions of which Declarant presently owns, and contemplates developing as additional subdivisions within Jamison Park) under applicable Wake County zoning ordinances and regulations, as they may be amended from time to time, if fully developed to maximum density under such ordinances and regulations. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; however, the Class B membership shall be reinstated if thereafter, and before the time stated in subparagraph (b) below, additions are made to the Properties sufficient to give the Class B membership a total number of votes to exceed those of the Class A membership; or,

(ii) Ten (10) years from the date this Declaration is recorded in the Office of the Register of Deeds, Wake County, North Carolina.”

2. Article III, Section 3 of the Declaration is deleted and replaced with the following new Article III, Section 3:

“Section 3. (i) Working Capital. At the initial closing of the sale of a Lot to the initial Lot Owner (including builders), the Lot Owner shall contribute \$200.00 to the Association as working capital. These amounts need not be segregated but may be commingled with the regular assessment funds

(ii) Annual Assessment. Until December 31 of the year of the conveyance of the first Lot to a Lot Owner, the annual assessment shall be \$350.00 per Lot. The annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to a Lot Owner is made and for each calendar year thereafter may be increased or decreased without limit by a majority vote of the Board of Directors of the Association. Builders that acquire Lots from the Declarant or otherwise shall not be exempt from paying annual assessments.”

3. Article IV, Section 7 of the Declaration is deleted and replaced with the following new Article IV, Section 7:

“Section 7. Parking. No boats, trailers, campers, motorhomes, trucks, tractors, unlicensed automobiles, uninsured automobiles or inoperative automobiles shall be parked in the front yard of any Lot or on any right of way of any roads or streets within the Property or adjoining the Property by any Lot Owner, its family members, tenants or contract purchasers. No more than two (2) of such vehicles may, however, be parked in the rear yard of a Lot behind fencing approved by the Association and no farther forward than the front corner of the dwelling. Notwithstanding the foregoing, automobiles or noncommercial trucks may be parked on the rights of way of roads or streets within the Property for short durations during entertainment functions held by Lot Owner(s). Delivery and maintenance vehicles are permitted.”

4. All terms and provisions of the Declaration, except as may be inconsistent with any provision hereof, are hereby incorporated by reference and shall remain fully in effect as if completely set forth herein. In the event of a conflict between the Declaration and this Amendment this Amendment shall control.

[signature on following page]

IN WITNESS WHEREOF, the undersigned, has hereunto set its hand.

JSJ Builders, Inc.,  
a North Carolina corporation

By: [Signature]  
Jason S. Johnson, President

STATE OF NORTH CAROLINA :  
COUNTY OF CUMBERLAND :

I, the undersigned Notary Public certify that Jason J. Johnson personally came before me this day and acknowledged that he is the President of JSJ Builders, Inc. a North Carolina corporation, and that the as President under authority duly given executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 15 day of July, 2021.

[Signature]  
Notary Public

My Commission expires: 05/03/25

