

Prepared by & Hold for: Bagwell Holt Smith P.A., 111 Cloister Court, Suite 100, Chapel Hill, NC 27514

STATE OF NORTH CAROLINA
WAKE COUNTY

**FIRST AMENDMENT TO THE
AMENDMENT AND RESTATEMENT OF
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS FOR
SPRINGVALE TOWNS**

THIS FIRST AMENDMENT to the Amendment and Restatement of Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Springvale Towns (this "Amendment") is made as of the day it is signed, by **Davidson Homes, LLC, an Alabama limited liability company d/b/a Davidson Homes AL, LLC** (the "Declarant") and **TPG AG EHC SD (DAV) Multi State 1, LLC**, a Delaware limited liability company ("TPG").

WHEREAS, Declarant has previously recorded that certain Amendment and Restatement of Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Springvale Towns in Book 19791, Page 642 in the Wake County Registry, as previously recorded in Book 19760, Page 1746 in the Wake County Registry (such instrument referred to herein as the "Declaration"); and

WHEREAS, TPG is an owner of Lots subject to the Declaration; and

WHEREAS, pursuant to the power granted in Article XI, Section 2 of the Declaration, during the Declarant Control Period, Declarant may unilaterally and in its sole discretion, amend the Declaration for any purpose, with the joinder and approval of TPG if TPG owns Lots at the time of the amendment.

NOW, THEREFORE, it is agreed and declared that the Declaration is amended as follows:

1. Article VI, Section 3, Maintenance by the Association: The second paragraph in this Section is hereby deleted in its entirety and replaced with the following:

In addition to maintenance of the Common Area and the improvements and facilities located thereon, the Association shall be responsible for maintaining the grass, plants, shrubs, trees, sidewalks, and landscaping located on each Lot (hereinafter the "Yard Improvements") and installed by the Declarant or the

Association, and any Yard Improvements installed by an Owner with the prior written consent of the Association (but only to the extent that such consent specifically provides that the Association will maintain such added Yard Improvements), provided, however, that: (i) the Association shall not be responsible for maintaining any fence installed on any Lot or any Yard Improvements inside of such fenced or enclosed privacy area; (ii) the Association's obligation to maintain shall not include the obligation to replace any plant, shrub or tree for any reason; and (iii) the Association shall not be responsible for repair or replacement of any Yard Improvements when such repair or replacement is necessitated by work done by or at the request of any Owner or any utility company or governmental entity. However, the Association shall also be responsible for maintenance and repair of all retaining walls constructed by the Declarant or the Association within the Properties, whether on the Common Area or a Lot. In the event that the need for maintenance, repair and/or replacement is caused through the willful or negligent act of an Owner or such Owner's tenants, subtenants, family members, or guest or invitees of any of them, the cost of such maintenance, repair and/or replacement shall be the responsibility of the Owner.

2. Defined Terms; Recitals. All capitalized terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Declaration.

3. Effect of Amendment. The Declaration is hereby modified to the extent set forth herein, but only to the extent set forth herein. All provisions of the Declaration not modified by this Amendment shall remain in full force and effect in accordance with their original terms as set forth in the Declaration. In the event of any conflict or ambiguity between the terms of the Declaration and the terms of this Amendment, the terms of this Amendment shall control.

(Signatures on following page)

IN WITNESS WHEREOF, Declarant and TPG have each caused this Amendment to be executed in legal and binding form, on the date indicated in the acknowledgement of such signature.

DECLARANT:

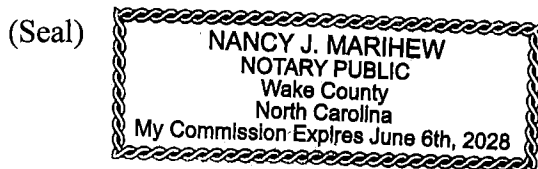
DAVIDSON HOMES, LLC, an Alabama limited liability company

By: Brad Nelson
Printed Name and Title: Brad Nelson, Division President

STATE OF North Carolina -- Wake COUNTY:

I, the undersigned, a Notary Public of Wake County, Nancy J. Marihe certify that BRAD NELSON, personally appeared before me this day and acknowledged that he is DIVISION PRESIDENT of DAVIDSON HOMES, LLC, an Alabama limited liability company, and that he, as DIVISION PRESIDENT, being authorized to do so, executed the foregoing on behalf of DAVIDSON HOMES, LLC.

Witness my hand and official stamp or seal, this the 13th day of May, 2025.



Nancy J. Marihe
Notary Public
My Commission Expires: June 6th, 2028

WITH THE CONSENT OF:

TPG AG EHC SD (DAV) Multi State 1, LLC, a Delaware limited liability company

BY: Essential Housing Asset Management, LLC, an Arizona limited liability company, its
Authorized Agent

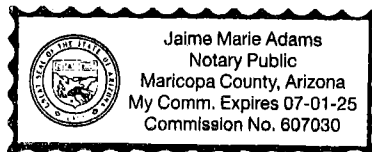
BY: Wendy Stoeckel
Wendy Stoeckel, Authorized Representative

STATE OF Arizona -- Maricopa COUNTY:

I, the undersigned, a Notary Public of Maricopa County, Arizona, certify that WENDY STOECKEL, personally appeared before me this day and acknowledged that he is the Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, which is the Authorized Agent of TPG AG EHC SD (DAV) Multi State 1, LLC, a Delaware limited liability company, and that he, as Authorized Agent, being authorized to do so, executed the foregoing on behalf of TPG AG EHC SD (DAV) Multi State 1, LLC.

Witness my hand and official stamp or seal, this the 20 day of May, 2025.

(Seal)



Jaime Marie Adams
Notary Public
My Commission Expires: 07/01/2025