

Filed: James R. Brown, III

ENC. 3404 PAGE 483

STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SUMMERFIELD
NORTH - WYCOMBE MANOR

COUNTY OF WAKE

THIS AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Summerfield North - Wycombe Manor, made and entered into this 20th day of December, 1984 by SNR Summerfield Associates, Declarant in Declaration recorded in Book 3246, Page 378, Wake County Registry hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant has filed a Declaration of Covenants, Conditions and Restrictions for Summerfield North - Wycombe Manor Associates as said Declaration being recorded in Book 3246, Page 378, Wake County Registry and,

WHEREAS, Declarant desires to amend said Declaration to allow for VA/FHA approval; and,

WHEREAS, Declarant desires to make further amendments for the purpose of clarifying certain language in the Declaration; and

WHEREAS, Declarant desires to subject 26 lots as shown on map being duly recorded in Book of Maps 1984, Page 1125, Wake County Registry to the Declaration of Covenants, Conditions and Restrictions for Summerfield North - Wycombe Manor Associates as recorded in Book 3246, Page 378, Wake County Registry.

NOW THEREFORE, in consideration of \$1.00 and other valuable consideration, the parties hereto do hereby agree to the following amendments.

1. That the 26 lots as shown on map entitled Summerfield North Subdivision, Section 4, and being duly recorded in Book of Maps 1984, Page 1125, Wake County Registry be made subject to the Declaration of Covenants, Conditions and Restrictions for Summerfield North - Wycombe Manor Associates as recorded in Book 3246, Page 378, Wake County Registry.

2. That Article I, Section 6, Paragraph D is amended by eliminating that part of the second sentence after " . . . A and C lots."

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BOG-3404 PAGE 484

3. That this Declaration and specifically Article I, Section 6 is amended by adding the following:

"All reference to the 57 units located outside the Class A townhomes be referred to as detached single family units and that all units within the Class A section be referred to as attached single family units.

4. That Article II, Section 6, Paragraph C is amended by striking the second sentence and is further amended by adding the following after the word "PUD";

"or as shown in Book of Maps 1984, Page 1125, Wake County Registry."

5. That Article II, Section 1 is amended by deleting the balance of the sentence after the word "lot".

6. That Article III, Section 2 is amended by deleting "B" and adding "D" in the 1st paragraph.

7. That Article III, Section 2, Paragraph Class D shall be amended by eliminating the fourth sentence and inserting therein the following:

"Declarant shall have 3 votes for each Class D membership which it owns."

8. That the following be added to Article III, Section 2:

"Subject to the provision of Article III, in no event shall the Declarant be entitled to more than 3 votes for each lot owned. In voting on a particular class, Declarant shall be entitled, subject to the provisions of Article III, to 3 votes for each lot owned within that particular class."

9. That Article V, Section 3 entitled "Maximum Annual Assessments" shall be amended in part to read "the maximum annual assessment for Class A members shall be \$460.00 in lieu of \$270.00 and the maximum annual assessment for Class D members shall be \$200.00 in lieu of \$150.00." This amendment shall affect only the Class A and Class D assessments. Class C assessments shall remain the same. Single family attached lots outside the PUD as shown in Book of Maps 1984, Page 1125, Wake County Registry shall not be subject to assessments for the maintenance of the streets within the PUD.

10. That Article V, Section 3, Paragraph 2 and Paragraph D is eliminated in its entirety.

3404 PAGE 485

11. That Article V, Section 3 is amended by adding the following:

"Class B membership shall be allowed to pay dues in the amount of one-fourth of the annual dues as provided herein for all houses which are less than 95% complete."

12. That Article V, Section 9, Paragraph C is amended by adding at the beginning of the paragraph "Pursuant to Article V, Section 3 . . ."

13. That Article VIII, Section 2 be amended by adding at the end of that section the following:

"In no event shall any easement serving the common areas be under a building unit. Only easements service a particular unit or units within the same building be allowed under a unit."

14. That Article IX, Section 5 is amended by striking that part of the second sentence after "new construction" and adding in its place the following:

"and no building or structure other than single family attached townhomes or single family detached homes shall be constructed. Nothing herein shall prevent the construction of a not more than a two car garage or other accessory building after the plans and location for said garage or accessory building have been duly approved by the Architectural Committee as provided herein."

15. That Article X, Section 3 is amended by adding after "municipal authority" the following: "and by the Veterans Administration".

16. That Article X, Section 8 is amended by striking the next to the last paragraph in said section and inserting therein the following:

"After this Declaration and the amendments thereto have been approved by the Veterans Administration, Declarant shall not have the right to amend, except as provided herein, upon a vote of the members of the Association. As long as there is a Class B membership, the following action shall require approval of VA: annexation of additional property, dedication of additional common area, and further amendment of these documents."

17. That Article X, Section 13 is eliminated in its entirety.

That except as amended herein this Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

SWR-SUMMERFIELD ASSOCIATES, A North Carolina General Partnership

BY: Alton L. Smith, III
ALTON L. SMITH, III, General Partner

BY: James R. Rogers, III
JAMES R. ROGERS, III, General Partner

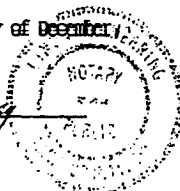
360 3404 PAGE 486

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public for the County of Nash, State of North Carolina, do hereby certify that James R. Rogers, III and Alton L. Smith, III, General Partners of SMR-Summerfield Associates, A North Carolina General Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 20th day of December, 1984.

Linda R. Herring
Notary Public



My Commission Expires: 1/15/88

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Linda R. Herring

Notary (ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By P. Anne Ridd
Asst./Deputy Register of Deeds