

Prepared by and Return to: Alison R. Cayton of Manning, Fulton & Skinner, P.A.

Wake County, NC 426  
Laura M Riddick, Register Of Deeds  
Presented & Recorded 12/11/2000 15:23:31

STATE OF NORTH CAROLINA

:

Book : 008754 Page : 01874 - 01981

COUNTY OF WAKE

:

**AMENDMENT TO  
DECLARATION**

THIS AMENDMENT to Declaration is entered into on the 16 day of November, 2000 by Creedmoor Partners, L.L.C., a North Carolina limited liability company (herein "Declarant") and JH Carter Builder, Inc., Stephen Dilger, Inc., Spectrum Homes, Inc., Rufty Homes & Remodeling, and James C. Fields Construction Co., Inc. (herein together "Lot Owners");

**WITNESSETH**

WHEREAS, the Declarant executed and recorded that certain set of Covenants, Conditions and Restrictions for Devon Subdivision recorded in Book 8478, page 817 Wake County Registry (the "Declaration"); and

WHEREAS, Article XII Section 3 of the Declaration permits amendments to the Declaration with the approval of the Owners of not less than seventy-five percent (75%) of the Lots; and

WHEREAS, the Declarant and the Lot Owners own at least seventy-five percent (75%) of the Lots; and

WHEREAS, the Declarant and the Lot Owners desire to amend the Declaration to permit parking of construction vehicles until such time as Declarant no longer owns a lot within Devon, and to adjust the Annual Assessment against lots that are recombined;

NOW THEREFORE, the Declarant and the Lot Owners wishes to amend the Declaration, and the Declaration is amended as follows:

1. Article VII, Section 12 is hereby deleted and the following is inserted in lieu thereof:

**Section 12. Parking.** No boats, trailers, campers, motorhomes, trucks or tractors shall be parked on any Lot, on the Common Properties, 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, except inside an enclosed garage located on a Lot or in a specified storage area established by the Association or except as otherwise may be permitted by Rules and Regulations of the Association. Delivery and maintenance vehicles are permitted. Notwithstanding the foregoing, this prohibition shall not apply to contractor's trucks and vehicles during the construction of any dwelling, garage or accessory building, it being clearly understood that contractor's trucks and vehicles shall be permitted to park on the roads and streets within the Property until completion of any dwelling, garage or accessory building, .

David  
5/14/08

2. A new sentence is added to the end of Article VII, Section 16 as follows:

In the event that one or more Lots are recombined to create a larger Lot ("New Lot"), the New Lot shall be considered one Lot for all purposes under this Declaration, including but not limited to assessments, and the New Lot shall be assessed as one Lot regardless of the number of Lots that were recombined to create the New Lot.

In the event of any conflict or inconsistency between the terms of this Amendment and the Declaration, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Declaration to be executed, all as of the day and year first above written.

Creedmoor Partners, L.L.C., a North Carolina  
limited liability company (SEAL)

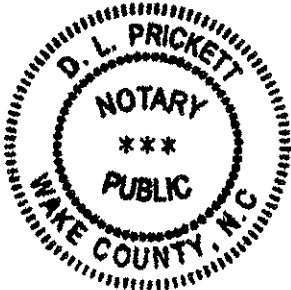
By: Carlton Midyette,  
MANAGER

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, the undersigned Notary Public, certify that CARLTON MIDYETTE, Manager of Creedmoor Partners, L.L.C., a North Carolina limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed on behalf of said limited liability company.

Witness my hand and Notarial Stamp/Seal this 16 day of November, 2000.



D.L. Prickett  
Notary Public  
My Commission Expires: 11-1-2005