

WAKE COUNTY, NC 675
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/14/2003 AT 11:34:06

BOOK:010493 PAGE:02480 - 02484

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

AMENDMENT TO
DECLARATION

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

THIS AMENDMENT to Declaration is entered into on the 13th day of October, 2003 by **NOLCON Properties LLC, a North Carolina limited liability company** ("Declarant") and **The Drees Company d/b/a The Drees Homes Company, a Kentucky corporation;**

WITNESSETH

WHEREAS Declarant executed and recorded that certain Declaration of Covenants, Conditions, Easements and Restrictions for Avallon Subdivision recorded in Book 10141, page 1115 Wake County Registry, (herein, "Declaration"); and

WHEREAS Declarant and the owners of the all of the property affected by the Declaration desire to make certain amendments to the Declaration.

NOW THEREFORE, Declarant and the other parties hereto are the owners of all of the property described in Exhibit A of the Declaration, all of which is affected by the Declaration, and they declare that pursuant to the terms of Article XII, Section 3 of the Declaration, the Declaration is amended as follows:

- 1. Article I, Section 6 is hereby amended by adding a new subsection l as follows:

"(l) Costs and expenses associated with the maintenance by the Association of the front yard, back yard, side yard, the standard landscaping provided by the builder for each Lot and the sprinkler systems installed on each Lot."

2. Article IV, Section 3(a) is hereby deleted and the following is inserted in lieu thereof:

“(a) Initial Maximum Assessment. To and including December 31, 2003, the maximum annual assessment shall not exceed One Thousand Eight Hundred and no/100 Dollars (\$1,800.00) per Lot.”

3. The first sentence of Article IV, Section 3(b) is hereby deleted and the following is inserted in lieu thereof:

“From and after December 31, 2003, the annual assessment imposed by this Association, initially \$1,800.00 effective for any year (including 2003) may be increased effectively from and after January 1 of the succeeding year by the Board of Directors, by a percentage which may not exceed ten (10%) percent.”

4. The title of Article VII, Section 23 shall be deleted and a title and new first paragraph and shall be inserted “before the word “Subject” as follows:

“Section 23. Lot Maintenance.

Association Lot Maintenance Responsibilities: The Association shall be responsible for the maintenance of the front yard, back yard, side yard, standard landscaping provided by the builder for each Lot, and the sprinkler systems installed on each Lot. Such maintenance shall include but not be limited to mowing the grass, pruning the trees and shrubbery and maintenance, repair and winterizing of the sprinkler systems. The Association shall hereby have an easement on each Lot for the express purpose of providing the Lot Maintenance described herein. Each Owner shall be responsible, at Owner’s sole cost and expense, for watering the grass and landscaping on a regular basis with the sprinkler system located on that Owner’s Lot. Each Owner shall be responsible for payment to the Association any additional costs arising out of the maintenance of landscaping in excess of that provided by the builder for each Lot. Further, each Lot owner shall be responsible for repairs and replacement of the sprinkler system located on that Lot due to damage caused by an Owner in excess of normal wear and tear.

Owner’s Lot Maintenance Responsibilities:”

5. The following shall be added to Article VII, Section 23 prior to the paragraph beginning with “If any Owner fails...”

“Enforcement of Remedies for Lot Maintenance:”

6. Except as otherwise provided herein, all other terms and conditions of the Declaration remain the same.

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.

NOLCON Properties LLC, a North Carolina limited liability company

By: *[Signature]*
Bob J. Fry, Manager

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, the undersigned Notary Public, certify that Bob J. Fry, Manager of NOLCON Properties LLC, 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 company.

Witness my hand and Notarial Stamp/Seal this 13 day of October, 2003

AMANDA S. MILLER
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 8-30-2006

A. S. Miller
Notary Public
My Commission Expires: 8/30/2006

The Drees Company d/b/a The Drees Homes Company, a Kentucky corporation;

By: [Signature]
Vice President

STATE OF North Carolina:
COUNTY OF Wake :

I, Nichole W. Ewing, Notary Public of the state and county aforesaid certify that David A. Hausold personally came before me this day and acknowledged that he is Vice President of **The Drees Company d/b/a The Drees Homes Company**, a Kentucky corporation, and that he as Vice President, being so authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 13th day of October, 2003.

[NOTARY SEAL]



[Signature]
Notary Public
My Commission Expires: November 1, 2005



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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate 5 of Amanda S. Miller
Nichole W. Ewing

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.

Laura M. Riddick, Register of Deeds
By: Vernice S. Geaton
DEPUTY
Assistant/Deputy Register of Deeds

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