

WAKE COUNTY, NC 475
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/12/2015 16:36:57

BOOK:016050 PAGE:01499 - 01502

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS FOR
THE TOWNES AT WOODCREEK

Prepared by and return to: MOORE & ALPHIN, PLLC (ch), Box 155✍

This Amendment to the Declaration Of Covenants, Conditions, Restrictions, Easements, Charges and Liens For The Townes at Woodcreek (the "Amendment") is made as of the 10th day of June, 2015, by **PARKER & ORLEANS HOMEBUILDERS, INC.**, a Delaware corporation, in accordance with and pursuant to that certain Declaration Of Covenants, Conditions, Restrictions, Easements, Charges and Liens For The Townes at Woodcreek, dated April 22, 2014, and recorded in **Book 15636, Page 1288**, of the Wake County Registry (the "Declaration"). The terms of the Declaration are incorporated herein by reference, and all terms given express definition in Article I of the Declaration, or elsewhere in the Declaration, shall, when used herein, have the same meaning given to them in the Declaration.

WITNESSETH:

WHEREAS, the Declarant is permitted, under and pursuant to the provisions of Section 2 of Article XII of the Declaration to amend the Declaration during the Declarant Control Period so long as such amendment does not adversely affect title to or use of an Owner's Lot or any Owner's use of the Sub-Association Common Area; and

WHEREAS, the Declarant desires to amend the Declaration in order to revise and correct an error in Article II of the Declaration, the correction of which shall not adversely affect title to or use of any Owner's Lot or the use of the Sub-Association Common Area; and

WHEREAS, the Declarant Control Period has not terminated or expired; and

WHEREAS, pursuant to Article II, Section 3.(f)(i) of the "Declaration Of Protective Covenants And Easements For Woodcreek", recorded in Book 12453, Page 786, and re-recorded in Book 12456, Page 852, as amended by a "First Amendment To Declaration Of Protective Covenants And Easements For Woodcreek", recorded in Book 12570, Page 481, by an "Amendment To Declaration Of Protective Covenants And Easements For Woodcreek", recorded in Book 14278, Page 1242, by a "Second Amendment To Declaration Of Protective Covenants And Easements For Woodcreek", recorded in Book 14347, Page

2558, and by a "Third Amendment To Declaration Of Protective Covenants And Easements For Woodcreek", recorded in Book 15673, Page 1963 (together, the "Master Declaration"), Holly Springs Residential Properties LLC, the declarant under the Master Declaration (referred to herein as the "Developer"), joins in the execution of this Supplemental Declaration to evidence its written consent to this Amendment;

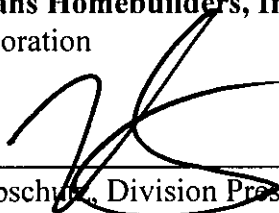
NOW, THEREFORE, the Declarant does hereby publish and declare the following:

Article II, Section 2 of the Declaration is hereby amended to read:
(Changes in Bold)

Section 2. Additions to Existing Property by Declarant. At any time during the Declarant Annexation Period, additional land may be annexed by the Declarant without the consent of the Members and, therefore, become subject to this Declaration by the recording by Declarant of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed; provided, however, that such property must **lie within a five (5) mile radius** of the property already subjected to this Declaration and further provided that such annexed property **must be property which is a part of the Woodcreek Neighborhood Association, Inc. and subject to the Master Declaration.** The addition of such property pursuant to this Section may increase the cumulative number of Lots within the Properties and, therefore, may alter the relative maximum voting strength of the various types of Members.

IN WITNESS WHEREOF, Parker & Orleans Homebuilders, Inc. and Holly Springs Residential Properties LLC have executed this Amendment to the Declaration, as of the day and year set forth in the notary acknowledgment herein.

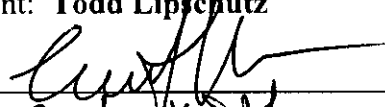
DECLARANT:
Parker & Orleans Homebuilders, Inc.,
a Delaware corporation

By:  (Seal)
Todd Lipschutz, Division President - Raleigh

STATE OF NORTH CAROLINA -- COUNTY OF Wake

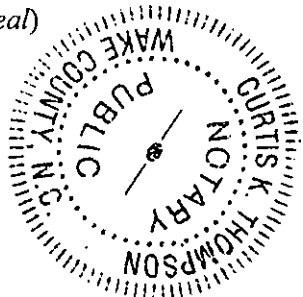
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: **Todd Lipschutz**

Date: 6/10/15


Curtis K. Thompson, Notary Public
(Print Name)

My commission expires: 9-9-2015

(Official Seal)



DEVELOPER:

Holly Springs Residential Properties LLC
a North Carolina limited liability company

By: Timothy R. Smith (Seal)
Timothy R. Smith, manager

STATE OF NORTH CAROLINA -- COUNTY OF Wake

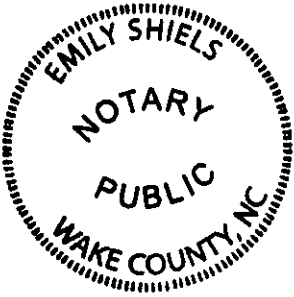
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

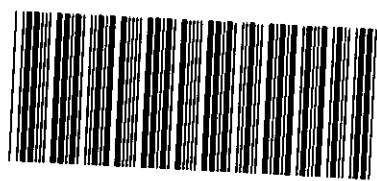
Timothy R. Smith
(print name of signer above)

Date: June 10, 2015

(Official Seal)

Emily Shiels
Emily Shiels, Notary Public
(Print Name)
My commission expires: 11 / 6 / 19





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**WAKE
COUNTY**
NORTH CAROLINA

Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

Laura M. Riddick
Register of Deeds
Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

- | | |
|--|---|
| ☐ New Time Stamp | ☐ \$25 Non-Standard Fee |
| ☐ Additional Document Fee | ☐ Additional Reference Fee |

This Customer Group

_____ # of Time Stamps Needed

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