

WAKE COUNTY, NC 43
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/29/2009 AT 09:36:51

BOOK:013601 PAGE:00030 - 00033

After Recording Return to:
Darla Grinstead McKenzie
Morris, Manning & Martin, L.L.P.
5775-C Peachtree Dunwoody Road
Suite 150
Atlanta, Georgia 30342

Cross Reference:
Declaration recorded at
Deed Book 2532, Page 2738-2758
Wake County NC Records

**AMENDMENT
TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR MIRAMONTE**

This Amendment to Declaration of Covenants, Restrictions and Easements for Miramonte is made and entered into this 25 day of June, 2009, by McCAR HOMES-RALEIGH, LLC, a North Carolina limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant has filed of record that certain Declaration of Covenants, Restrictions and Easements for Miramonte recorded at Deed Book 011289, Pages 02468-02494, Wake County, NC Records (said declaration, as previously amended, being herein referred to as the "Declaration"); and

WHEREAS, pursuant to Article XI of the Declaration, the Declaration can be amended unilaterally by Declarant if such amendment does not materially adversely affect the substantive rights of any Owners nor adversely affect title to any Lot; and

WHEREAS, Declarant desires to amend the Declaration; and

WHEREAS, the desired amendment does not materially adversely affect the substantive rights of any Owners nor adversely affect title to any Lot.

NOW THEREFORE, Declarant does hereby amend the Declaration as follows:

1. The following definition of "Builder" is hereby inserted in Article I of the Declaration:

"Builder" shall mean any person who (i) acquires (whether by purchase, foreclosure or otherwise) one (1) or more Lots for resale in the ordinary course of such Person's business or for the purpose of constructing improvements for later sale to consumers or (ii) who acquires (whether by purchase, foreclosure or otherwise) one (1) or more parcels of land within the Property for further subdivision, development and/or resale in the ordinary course of such Person's business. Any Person occupying or leasing a Lot for residential purposes, shall cease to be considered a Builder with respect to such Lot immediately upon occupancy of the Lot for residential purposes, notwithstanding that such Person originally purchased the Lot for the purpose of constructing improvements for later sale to consumers.

2. The definition of "Improved Lot" in Article I of the Declaration is hereby deleted and the following definition is hereby inserted in its place:

“Improved Lot” shall mean a Lot (i) upon which there is located a structure for which a certificate of occupancy has been issued by the applicable governmental authority, and (ii) which has been sold to a Person who is not the Declarant or a Builder.

3. Article VI of the Declaration is hereby amended by adding the following Section 11 thereto:

Section 11. No Assessments Against McCar. In no event shall the Association assess any assessment of any nature whatsoever against (i) McCar Homes-Raleigh, LLC, a North Carolina limited liability company (“McCar”) or (ii) any successor or assign of McCar from and after the date of this Amendment who is either the Declarant or a Builder (a “McCar Assign”).

4. Article VII of the Declaration is hereby amended by adding the following Section 6 thereto:

Section 6. McCar Exemption. Notwithstanding anything stated to the contrary herein, nothing contained in this Article shall be construed as prohibiting any construction, alteration, addition or removal by McCar or a McCar Assign upon any Lot while such Lot is owned by such Person. Any construction, alteration, addition or removal performed by McCar or a McCar Assign upon any Lot while such Lot is owned by such Person shall be exempt from the provisions of this Article.

5. Article VIII, Section 1 of the Declaration is hereby amended by adding the following sentence thereto:

Furthermore, nothing contained in this section shall prohibit McCar or any McCar Assign from conducting such sales, leasing and promotional activities on any Lot owned by such Person.

6. Article VIII, Section 16 of the Declaration is hereby amended by adding the following sentence thereto:

Nothing contained in this section, however, shall prohibit McCar or any McCar Assign from parking such vehicles on the Property as are reasonably necessary or desirable for McCar or any McCar Assign to perform construction activities on its Lot(s).

7. Article IX, Section 2 of the Declaration is hereby amended by adding the following sentence thereto:

Notwithstanding anything to the contrary contained herein, however, the Association shall not be authorized to enter upon any Lot owned by McCar or any McCar Assign to correct any condition thereon.

8. Article XI of the Declaration is hereby amended by adding the following sentence thereto:

Any amendment that would change, alter, modify or extinguish any right, covenant or obligation of McCar or any McCar Assign hereunder shall also require the prior written consent of such Person.

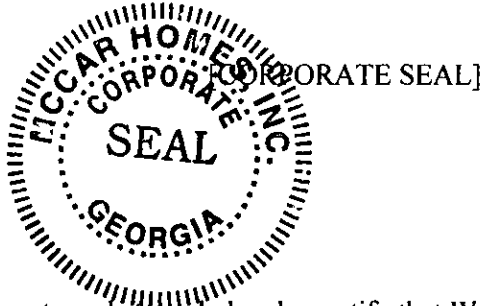
9. Except as specifically amended herein, all capitalized terms contained herein have the meaning ascribed to them in the Declaration and the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by its duly authorized officers on the day and year set forth below.

McCAR HOMES-RALEIGH, LLC,
A North Carolina Limited Liability Company

By: McCAR HOMES, INC.
A Georgia Corporation, its Manager

By: *Wendy Hudson*
Wendy Hudson, Assistant Secretary



STATE OF GEORGIA
COUNTY OF Forsyth

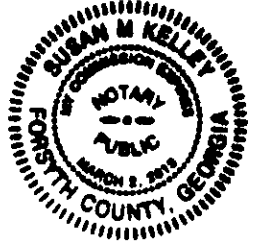
I, Susan M. Kelley, a Notary Public for said county and state, do hereby certify that Wendy Hudson personally appeared before me this day and acknowledged that she is the Assistant Secretary of McCar Homes, Inc., Manager of McCar Homes-Raleigh, LLC, a North Carolina limited liability company, and, being authorized to do so, executed the foregoing on behalf of said company.

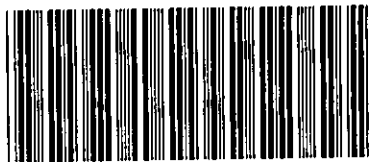
Witness my hand and notary seal, this 25 day of June, 2009.

Susan M. Kelley
NOTARY PUBLIC

My Commission Expires: 3-02-13

[AFFIX SEAL]





BOOK:013601 PAGE:00030 - 00033

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



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

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ 4 _____ New Time Stamp
_____ # of Pages et