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 W. Thurston Debnam, Jr.
 P. O. Box 515
 Zebulon, N. C. 27597

PRESENTED
 FOR
 RECORDATION

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NORTH CAROLINA

WAKE COUNTY

AMENDMENTS TO THE
 DECLARATION OF COVENANTS, CONDITIONS,
 AND RESTRICTIONS FOR CIMARRON
 BOOK OF MAPS 1986, PAGE 34

THIS AMENDMENT TO THE DECLARATION, COVENANTS, CONDITIONS AND RESTRICTIONS is entered into this 26 day of September, 1986, between Regency Residential, Inc., a North Carolina corporation (hereinafter called "Declarant") and all parties hereafter acquiring any of the described property.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of all lots within a subdivision in the County of Wake, State of North Carolina, known as Cimarron, which includes lots for detached single family dwellings as well as clusterhomes and townhouses; and

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Cimarron were recorded on the 9th day of January, 1986 in Book 3636, Page 522, Wake County Registry; and

WHEREAS, certain provisions in said Declaration of Covenants, Conditions, and Restrictions were contrary to the policy of the Veteran's Administration, and that it has become necessary to amend said provisions; and

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WHEREAS, Article XIII, Section 3, entitled "Amendment" provides that said declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners.

NOW, THEREFORE, in consideration of the premises, and approval by the Veterans Administration, the Declarant agrees with all parties hereafter acquiring any of the property described in that Declaration of Covenants, Conditions, and Restrictions for Cimarron recorded in Book 3636, Page 522, Wake County Registry, that it shall be and is hereby subject to the following Amendments to said Declaration, which shall be construed as Covenants running with the land which shall be binding on all parties acquiring any right, title or interest in any of the properties in which inure to the benefit of each owner thereof.

AMENDMENT I

Article I, Section 2, Sentence 3 shall be amended to read as follows:

All annexations of additional properties to the original development described in Exhibit A must contain a minimum of five (5) acres, be contiguous to Phase I or property previously annexed, be within the tract described in Exhibit B, be approved by the Town of Wake Forest, and be determined by the Veterans Administration or Federal Housing Authority to be in accord with the general plan heretofore approved by them.

AMENDMENT II

Article II, Section 4, Sentence 4 shall be amended to read as follows:

Common areas shall specifically include but shall not be limited to all water lines and sewer lines which serve the properties located outside of public rights and any City of Wake Forest utility easement (excluding those located in any lot.)

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AMENDMENT III

Article III, Section 3 shall be amended to read as follows:

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area in all Phases to the Association, free and clear of all encumbrances and liens, except utility and storm drainage easements and a greenway easement to the Town of Wake Forest, prior to the conveyance of the first Lot in any Phase.

AMENDMENT IV

Article IV, Section 2, Class B(b) shall be amended to read as follows:

(b) on December 31, 1990.

AMENDMENT V

Article V, Section 2 shall be amended to read as follows:

Section 2 Purpose of Assessments.

(A) The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and in particular for the acquisition, improvement and maintenance of the common areas, including the maintenance, repair and reconstruction of private streets, driveways, walks and parking areas situated on the common area, maintenance and upkeep of storm sewer pipes and impoundment structures, the cutting and removal of weeds and grass, the removal of trash and rubbish or any other maintenance or for the use and enjoyment of the common area; including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervisions, the payment of taxes and public assessments assessed against the common area, and the employment of Attorneys to represent the Association when necessary.

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(B) Assessments for Class A-1 detached single family lots shall be used exclusively as provided in Section 2(A) above, as well as to provide adequate reserve for the replacement of capital improvements including without limiting, the generality of the foregoing, roofs, paving, and any other major expense upon the common areas for which the Association is responsible. Assessments for Class A-2 clusterhome lots shall be used exclusively as provided in Section 2(A) above, as well as the exterior maintenance and landscaping of the clusterhomes, the procurement and maintenance of insurance on the clusterhomes in accordance with this Declaration and to provide adequate reserve for the replacement of capital improvements including, without limiting, the generality of the foregoing, roofs, paving, and any other major expense for which the Association is responsible upon the the common areas and clusterhomes. Assessments for Class A-3 townhouse lots shall be used exclusively as provided in Section 2(A) above, as well as the exterior maintenance and landscaping of the townhouses, the procurement and maintenance of insurance on the townhouses in accordance with this Declaration, and to provide adequate reserve for the replacement of capital improvements including, without limiting, the generality of the foregoing, roofs, paving, and any other major expense for which the Association is responsible upon the common areas and the townhouses.

AMENDMENT VI

Article V, Section 4(a) shall be amended to read as follows:

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessments may be increased effective January 1 of each year without a vote of membership by up to five percent (5%) of the previous year's assessment.

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AMENDMENT VII

Article V, Section 9, Sentence 1 shall be amended to read as follows:

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate not to exceed six percent (6%) per annum.

AMENDMENT VIII

Article VI, Paragraph 1, Sentence 5 shall be amended to read as follows:

If, in the opinion of the Association, any such owner fails to maintain his rear yard in a neat and orderly manner, the Association may undertake any required maintenance and add the cost thereof to its regular assessments.

AMENDMENT IX

Article IX, Section 1 shall be amended to read as follows:

Section 1. If the Declarant should acquire and decide to develop additional property not within the boundaries of the tract described in Exhibit B attached hereto, such land may be annexed by the Declarant provided in Article I with the assent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of Class B membership, if any, at a meeting duly called for this purpose. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of Class B membership are not present in person or by proxy, Members not present may give their written assent to the action taken thereat. All annexations of property not within the boundaries of the tract described in Exhibit B must contain a minimum of five (5) acres, be contiguous to the Properties and be approved by the Town of Wake Forest.

AMENDMENT X

Article IX, Section 2, Sentence 1 shall be amended to read as follows:

Section 2. If before December 31, 1990, the Declarant should develop

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additional land within the property described in Exhibit B such land may be annexed by the Declarant in the manner provided in Article I without the consent of Members provided that the Federal Housing Administration and the Veterans Administration determine that the annexation is in accord with the general plan heretofore provided by them.

AMENDMENT XI

Article X, Section 1(D) shall be amended to read as follows:

(D) Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association and charged to the owners as an assessment according to the provisions above; provided that premiums on account of hazard insurance coverage for individual clusterhome and townhouse lots shall be apportioned by the Association to the individual owners by multiplying the total premiums due on said clusterhome and townhouse lots by the quotient of individual coverage amount required for an owner by the total coverage amount required for clusterhomes and townhouses.

AMENDMENT XII

Article XIII, Section 3 shall be amended to read as follows:

Section 3. Amendment The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration as recorded, after which time they should be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Amendment shall not become effective until approved by the Planning Department for the Town

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of Wake Forest or until they, after twenty (20) days notice fail to comment on the amendment.

AMENDMENT XIII

Article XII entitled "ELECTRICAL SERVICE" shall be amended to read as follows:

Declarant reserves the right to subject the above described property to a contract with an electrical utility company or the Town of Wake Forest for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to the utility company or the Town of Wake Forest by the Owner of each Lot within said property.

AMENDMENT XIV

Article XV entitled "Sewer System" shall be amended in its entirety to read as follows:

The waste water collection system, and the waste water treatment and/or disposal facilities shall be provided by the Town of Wake Forest.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these Amendments to the Declarations to be executed by its officers this 26 day of Sept, 1986.

REGENCY RESIDENTIAL, INC.

ATTEST:


Secretary

By:

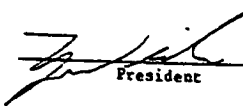

President

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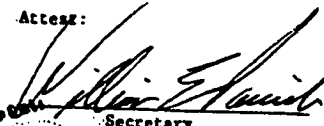
CERTIFICATION OF VALIDITY OF AMENDMENT TO
CONDITIONS AND RESTRICTIONS OF CIMMARON HOMEOWNERS ASSOCIATION

CIMMARON HOMEOWNERS ASSOCIATION

By:


President

Attest:


Secretary



NO. 3631-420

NORTH CAROLINA

WAKE COUNTY

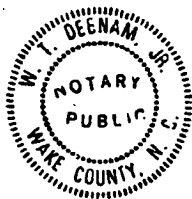
I, a Notary Public of the County and State aforesaid certify that William E. Parrish personally came before me this day acknowledged that he is Secretary of Regency Residential, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.

Witness my hand and official stamp or seal, this 30th day of Sept., 1986.

My Commission Expires

8-25-87

W. J. Deenam Jr.
Notary Public



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NORTH CAROLINA

WAKE COUNTY

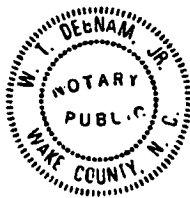
I, a Notary Public of the County and State aforesaid certify that William E. Parrish personally came before me this day and acknowledged that he is Secretary of Cimmarron Homeowners Association, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.

Witness my hand and official stamp or seal, this 30 day of Sept, 1986.

My Commission Expires:

8-25-87

W. J. Delahanty
Notary Public



NORTH CAROLINA - WAKE COUNTY

The foregoing certificate is of W. F. Robinson Jr.

I hereby certify that the foregoing 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. WILLIAMS, Register of Deeds

W. C. Smith
Asst. Deputy Register of Deeds