

Prepared by and Mail to:
James H. Pardue, Attorney at Law
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NORTH CAROLINA
FIRST AMENDMENT TO GRAYS CREEK DECLARATION
WAKE COUNTY

This Amendment, made and entered into this the 16th day of January, 2015 by Grays Creek Developers, LLC ("Developer")

WITNESSETH

Developer recorded a Declaration of Covenants, Conditions, Restrictions and Easements for Grays Creek in Book 15606, Page 2477, Wake County Registry.

As provided in Article XIII, Section 12.4 of the Declaration, Developer and Builder desire to amend the Declaration as the owner of all of the lots in Grays Creek.

Now, therefore, it is agreed and declared that the Declaration recorded in Book 5606, Page 2477, Wake County Registry, is amended as follows:

The attached Page 32, (which was apparently skipped when the document was being scanned for recording) is hereby added thereto and incorporated therein after Page 31 and before Page 33.

Article X, Section 10.5, The following paragraph is hereby added thereto and incorporated therein:

10.5 Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein on any Lot shall be subordinate to the lien of any first mortgage or deed of trust.

submitted electronically by "James H. Pardue, Attorney at Law"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the day and year first above written.

Grays Creek Developers, LLC

By: F. Jay Haskin (SEAL)
Manager

North Carolina - Wake County

I, a Notary Public of the County and State aforesaid, do hereby certify that F. Jay Haskin personally appeared before me this day and acknowledged that he is the manager of Grays Creek Developers, LLC, a North Carolina Limited Liability Company and further acknowledged the due execution of this deed on behalf of the Limited Liability Company.

Witness my hand and official seal, this 16th day of January, 2015.

MICHELLE JANKOWSKI
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 8-10-2018

Michelle Jankowski
Notary Public
My commission expires:

and the street tree easement, if applicable, and similar streetscapes for the Community, over and upon each Lot as more fully described on the recorded subdivision plats for the Community. The easement and right herein reserved shall include the right to cut, remove, and plant trees, shrubbery, flowers, and other vegetation around such entry features, street trees and street tree easement and the right to grade the land under and around such entry features.

11.8. Construction and Sale Period Easement. Notwithstanding any provisions contained in the Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, during Declarant's Control Period, Declarant reserves an easement across such portions of the Community as Declarant may reasonably deem necessary for any or all of the purposes hereinafter set forth. This reserved easement shall include an easement for such facilities and activities which, in the sole opinion of Declarant, may be required, convenient, or incidental to the development, construction, and sales activities related to property within or near the Community. This easement shall include, without limitation:

- a. The right of access, ingress, and egress for vehicular and pedestrian traffic, and construction activities over, under, on, or in any portion of the Community as well as any Lot in the Community;
- b. The right to tie into any portion of the Community with driveways, parking areas, and walkways;
- c. The right to tie into or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services;
- d. The right (but not the obligation) to construct recreational facilities on Common Property;
- e. The right to carry on sales and promotional activities in the Community;
- f. The right to place direction and marketing signs on any portion of the Community, including any Lot or Common Property;
- g. The right to construct and operate business offices, signs, construction trailers, model residences, and sales offices incidental to the construction, development, and sales activities; and
- h. Declarant and any such builder or developer may use residences, offices, or other buildings owned or leased by Declarant or such builder or developer as model residences and sales offices, and may also use recreational facilities available for use by the Community as a sales office or for marketing purposes without charge. Rights exercised pursuant to such reserved easement shall be exercised with a