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FILED Joyce H. Pearson  
Register of Deeds Orange COUNTY, NC  
BY: *Harcott Binadum*  
Deputy

Prepared by and return to Thomas H. Stark, 5925 Farrington Road, Suite 200, Chapel Hill, NC 27517

**AMENDMENT TO AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE BOOKER CREEK VILLAGE TOWNHOUSES**

DB&RB II, LLC a North Carolina limited liability company having its principal place of business in Durham, Durham County, North Carolina (or any successor or assign who acquires all or part of the Townhouse Property for development), hereinafter referred to as "Developer," does hereby make, declare and establish this Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Booker Creek Village Townhouses (hereinafter "the Declaration") recorded in Book 3688 at Page 440 of the Orange County Registry in order to clarify the "Maximum Annual Assessment" contained in Article IV, Section 4 of the Declaration and ADDING a new "Section 12" to Article IV, as follows:

AMENDMENT

Article IV, "Covenant for Maintenance Assessments," Section 4, "Maximum Annual Assessment," is hereby amended by deleting "Section 4. Maximum Annual Assessment." And inserting lieu thereof the following:

"Section 4. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be an amount equal to Fifty-five and no/100 Dollars (\$55.00) per month per Lot; provided, however, the Developer shall pay no assessment for Lots developed and owned by it but not yet sold."

The remainder of Article IV, Section 4, consisting of subparagraphs (a) through (d), shall remain in full force and effect as written in the Declaration.

FOR MULTIPLE PIN SHEET  
SEE BOOK 3786 PAGE 411

Article IV, "Covenant for Maintenance Assessments," is hereby amended by a new section, denominated Section 12, providing as follows:

"Section 12. Responsibility for Maintenance. The Developer shall remain fully responsible for all routine maintenance of the common areas until such time as fifty percent (50%) of the units are sold, at which time responsibility for maintenance shall pass to the Association as provided herein."

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has caused this instrument to be signed in its name by authority of its Board of Directors duly given, this the \_\_\_ day of June, 2005.

TARHEEL STEAKS, INC. a North Carolina Corporation

[CORPORATE SEAL]

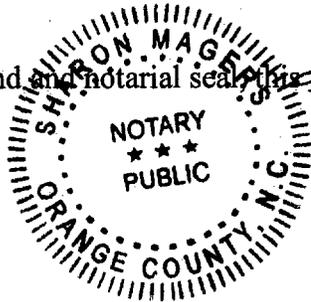
By: Richard B. Williams  
Richard B. Williams, President

STATE OF NORTH CAROLINA

COUNTY OF Orange

I, Sharon Maguire, a Notary Public of the County and State aforesaid, do hereby certify that Richard B. Williams personally came before me this day and acknowledged that he is the President of TARHEEL STEAKS, 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 as the duly authorized act of the corporation.

Witness my hand and notarial seal this 23 day of June, 2005.



Sharon Maguire  
Notary Public

My Commission Expires: 8.15.07



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Joyce H. Pearson  
Register of Deeds  
Orange County  
North Carolina

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**State of North Carolina, County of Orange**

The foregoing certificate(s) of SHARON MAGERS, NOTARY PUBLIC for the Designated Governmental units is/are certified to be correct. See filing certificate herein.

This day June 24, 2005.

Joyce H. Pearson, Register of Deeds

BY: *Dawson Benadum*  
Deputy / ~~Assistant~~ Register of Deeds