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Wake County, NC 791
Laura M Riddick, Register Of Deeds
Presented & Recorded 02/15/2002 16:16:53
Book : 009294 Page : 01628 - 01631

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR DRAYMOOR MANOR TOWNHOMES**

This First Amendment to the Declaration of Covenants, Restrictions and Easements for Draymoor Manor Townhomes (**"First Amendment"**) is made on the date hereinafter set forth by Centex Homes, a Nevada general partnership, hereinafter referred to as the **"Declarant"**.

WITNESSETH

WHEREAS, Declarant executed that certain Declaration of Covenants, Restrictions and Easements for Draymoor Manor Townhomes and caused the same to be recorded in Book 9133, Pages 1653 through 1701, inclusive, in the Office of the Register of Deeds for Wake County (the **"Protective Covenants"**); and

WHEREAS, Declarant is the owner of 100% of the Lots in the Property currently subject to the Protective Covenants and holds 100% of the votes attributable to each class of Members of the Association (there being no Class A Members as of the date of this First Amendment); and

WHEREAS, Declarant may amend the Protective Covenants without the consent of any other party, by the recordation of a written instrument setting forth such amendment pursuant to Section F of Article XII.

NOW, THEREFORE, the Protective Covenants are hereby amended as follows:

1. Terms. All terms used in this First Amendment shall have the same meanings as are set forth for such term by the Protective Covenants. In the event of any conflict between the provisions of this First Amendment and the provisions of the Protective Covenants, the provisions of this First Amendment shall prevail unless the context clearly indicates otherwise
2. The first paragraph of Section D of Article XI is deleted in its entirety and replaced with the following:

"Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., garage or driveway. No unenclosed parking shall be constructed or maintained on any Lot except a paved driveway. Any driveway constructed upon any Lot shall have either an asphaltic concrete surface, a cement concrete surface, or brick pavers."
3. Section O of Article XI is hereby amended by the addition of the following:

"No Owner may erect or install a freestanding detached flagpole on any Lot within the Property. Small flags or decorative banners that are attached to a Home shall be permitted."

4. Section Q of Article XI is hereby amended to read as follows:

“Except for unit identification signs required by the City, no signs shall be placed upon any Lot, and no signs shall be placed in or upon any Home which are visible from the exterior of the Home, without the prior written consent of the Committee, with the exception of (i) one (1) “for sale” or “open house” sign limited to six (6) square feet in size, (ii) one (1) “for rent” or “for lease” sign located within a window on the front of the Home and limited to six (6) square feet in size location, and (iii) signs of not more than ten (10) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than 60 days before such election and shall be removed within 2 days after such election. “For rent” or “for lease” signs shall not be permitted in any area on a Lot other than within a front window of a Home.”

5. The second paragraph of Section R of Article XI is deleted in its entirety and replaced with the following paragraph:

“No hurricane shutters shall be permitted to be installed upon any Home in the Property.”

6. Section T of Article XI is hereby deleted in its entirety and replaced with the following:

“T. Swimming Pools; Spas. No swimming pools shall be installed or permitted on any Lot in the Subdivision, except that small, inflatable wading pools shall be permitted. No spa, hot tub, jacuzzi or similar apparatus shall be installed or permitted upon any Lot in the Subdivision without the prior written approval of the Committee.”

7. Section U of Article XI is hereby deleted in its entirety and replaced with the following:

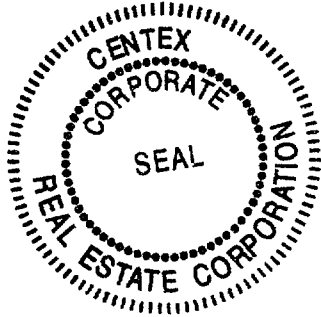
“Fences and Walls. Any fence or wall installed within the Subdivision must meet all requirements of the zoning ordinances and requirements of the City and must be approved as provided in Article X of these Protective Covenants. Nothing in this Section shall be deemed to apply to any fence installed by the Declarant at any entrance to or along any street within the Subdivision. As provided in Section C of Article X, the Committee may from time to time, adopt specific standards and requirements for the materials, size, location and design of all fencing installed or proposed within the Property.”

Except as specifically amended herein, the Protective Covenants shall remain and continue in full force and effect.

IN WITNESS WHEREOF, the undersigned hereby certify that the foregoing First Amendment was duly authorized in accordance with the Protective Covenants and executed this 12th day of February, 2002.

DECLARANT

CENTEX HOMES, a Nevada general partnership



(SEAL)

By: Centex Real Estate Corporation,
a Nevada corporation
Its: Managing General Partner

By: [Signature]

Division President

Attest: [Signature]

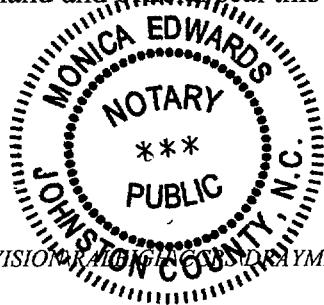
Assistant Secretary

Date: 2/12/02

STATE OF NORTH CAROLINA §
§
COUNTY OF WAKE §

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Michael S. Reynolds, the Assistant Secretary of Centex Real Estate Corporation, a Nevada corporation, the Managing General Partner of CENTEX HOMES, a Nevada general partnership, that by authority duly given and as the act of the partnership, the foregoing instrument was signed in its name by the Division President of Centex Real Estate Corporation, sealed with the corporate seal and attested by him as the Assistant Secretary of Centex Real Estate Corporation..

WITNESS my hand and official seal this 12th of February, 2002.

Monica Edwards

Notary Public

Commission Expires 04/18/2006

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Laura M Riddick
Register of Deeds
Wake County, NC



Book : 009294 Page : 01628 - 01631

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

North Carolina - Wake County

The foregoing certificate____ of _____

_____ *Monic Edwards*

____ Notary(ies) Public is (are) certified to be correct. This instrument
and this certificate are duly registered at the date and time and in the book and
page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: *Sandrah Cull*
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
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