Wake County,NC 193
Laura M Riddick, Register Of Deeds

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Book : 009387 Page : 00572 - 00575

Prepared by and return to:
Wendi L. Sharrit
Hyatt & Stubblefield, P.C.
1200 Peachtree Center, South Tower
225 Peachtree St. NE
Atlanta, GA 30303

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

Cross Reference: Deed Book: 8737, Page: 46; Deed Book: 8772, Page: 2295

THIRD AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR RAVEN POINTE SUBDIVISION

THIS THIRD AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR RAVEN POINTE SUBDIVISION ("Amendment") is made as of the date set forth below by D.R. Horton, Inc.-Torrey, a Delaware corporation ("Declarant").

WITNESSETH

WHEREAS, November 20, 2000, Declarant caused to be recorded that certain Declaration of Protective Covenants for Raven Pointe Subdivision in Deed Book 8737, Page 46, *et seq.*, in the Office of the Register of Deeds of Wake County, North Carolina ("Declaration"); and

WHEREAS, January 3, 2001, Declarant recorded that First Amendment to the Declaration of Protective Covenants for Raven Pointe Subdivision in Deed Book 8772, Page 2297, *et. seq.* in the Office of the Register of Deeds of Wake County, North Carolina; and

WHEREAS, pursuant to the terms of Section 13(d) of the Declaration, so long as Declarant has the right unilaterally to subject additional property to the Declaration, Declarant may unilaterally amend the Declaration for any purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owners under the Declaration, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner; and

WHEREAS, Declarant, at the time of this Amendment, has the right unilaterally to subject additional property to the Declaration; and

WHEREAS, this Amendment will not materially adversely affect the substantive rights of any Lot Owners nor will it adversely affect title to any Lot without the consent of the affected Lot Owner; and

WHEREAS, Declarant desires to amend the Declaration to require the Association to maintain both the exterior and interior portions of fences and any landscaping contained therein; and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends the Declaration as follows:

1.

Declarant hereby deletes Section 5(b)(ii) of the Declaration in its entirety and substitutes the following provision in its place:

> The Association shall be responsible for cleaning, repairing, and repainting the exterior surface material of each townhome Dwelling, including stucco, wood, and trim. Except for windows and doors, the Association shall maintain all exterior building roofing surfaces (*e.g.*, shingles, decking, and other surface roofing materials); provided, all other portions of the roof system and any vents, fans, plumbing stacks, or other items attached to the roof and serving a single Dwelling shall remain a part of the Dwelling and be the maintenance responsibility of the Owner. Doors and windows, except for repainting the exterior surface and trim, shall be the Owner's responsibility unless the Board determines otherwise.
>
> The Association shall maintain all fences installed as original construction on the rear portion of the dwelling (in compliance with the provisions of Section 7(c)(xxiii)). Fences shall permit access to the fenced area from the exterior of the fence to enable the Association to perform maintenance and landscaping responsibilities and to exercise the utility and maintenance easements further described in Sections 12(c) and (f), if necessary. The Association shall be responsible for maintaining the interior portion of fenced areas and the landscaping contained therein, consistent with the Community-Wide Standard; except and unless access to the fenced area is blocked, there are pets loose in the fenced area, or the Association is required to pick up toys or other items within the fenced area prior to performing maintenance.

2.

Declarant hereby amends Section 5(c)(v) of the Declaration by appending the following sentence to the end of the sub-section:

> Each Owner is responsible for maintaining any portion of his or her Unit's backyard that is fenced in to the extent that the Association is prevented

from performing its maintenance responsibilities pursuant to Section 5(b)(ii).

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment this 2 day of April, 2002.

DECLARANT: D.R Horton, Inc.-Torrey, a Delaware corporation

By: _____
Stephen D. Leach, Vice President

Attest: Andrea L. Yoste
Its: Asst. Secretary

[CORPORATE SEAL]

Signed, sealed, and delivered this 2 day of April, 2002, in the presence of:

Jodie E Mosi
Witness

Brandy L. Ca
Witness

STATE OF NORTH CAROLINA
COUNTY OF WAKE

This 2ND day of April, 2002, personally came before me, Jackie L Surymer, Notary Public for the County and State, Stephen D. Leach, who being by me duly sworn, says that he is Vice President of D.R. Horton, Inc.-Torrey, a Delaware corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Stephen D. Leach acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official seal, this the 2 day of April, 2002.

Jackie L Surymer
Notary Public

My commission expires: 2-16-07
[NOTARY SEAL]

6012.01-8/Raven Pointe/3rd Amt.

Laura M Riddick
Register of Deeds
Wake County, NC

Book : 009387 Page : 00572 - 00575

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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 Jackie I Swymer

_____ 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: Jane S. Morgan
Assistant/~~Deputy~~ Register of Deeds

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