

Prepared by:

Donald R. Von HAZEN
PO Box 13376, RTP, NC 27709

BOOK 2609 PAGE 283

FILED 283-
BOOK 2609 PAGE 289

'99 MAR 3 PM 3 51

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

WILLIE L. COVINGTON
REGISTER OF DEEDS
DURHAM COUNTY, N.C.

THIRD AMENDMENT TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS, made and entered into this the 23rd day of February 1999 by CRYSTAL OAKS OF DURHAM HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "Homeowners Association" or "Declarant"), and the following who represent all of the owners of tracts of land located within the property described in Exhibit A attached hereto (hereafter referred to as "Owners").

WITNESS THAT:

WHEREAS, through the document dated October 27, 1988, recorded in Book 1490 at Page 110, Durham County Registry, rerecorded in Book 1505 at Page 374, Durham County Registry, amended in Book 1546 and page 920, Durham County Registry and amended in Book 2069 at page 201, Durham County Registry, Farrington Developers did place upon certain properties a Declaration of Covenants and Restrictions (hereinafter "Declaration") for a development entitled "Crystal Oaks."

WHEREAS, pursuant to its powers under said assignments, Farrington Developers did adopt said Declaration by Supplements Declarations recorded in Book 1469 at page 163, Durham County Registry, Book 1505 at 375, Durham County Registry, Book 1534 at Page 175, Durham County Registry, Book 1558 at page 185, Durham County Registry, Book 1615 at Page 322, Durham County Registry, Book 1704 at page 978, Durham County Registry and Book 2137 at page 397, Durham County Registry for those properties described therein; and

WHEREAS, Farrington Developers proceeded to develop those properties described into a townhome development known as Crystal Oaks; and

WHEREAS, there are no longer any Class B members, as defined in Article III, Section 2 of the Declaration, and the separate vote of the members of said Class B members is no longer required to approve any amendment to the Declaration; and

WHEREAS, the Owners and the Homeowners Association have determined that it would

08909

208

be in the best interests of all affected parties to amend the Declaration recorded in Book 1490 at Page 110, Durham County Registry, rerecorded in Book 1505 at Page 374, Durham County Registry, amended in Book 1546 and page 920, Durham County Registry and amended in Book 2069 at page 201, Durham County Registry, as provided herein; and,

WHEREAS, said Owners have agreed to consent to said Amendment and the Owners of those tracts of land located within the property described in Exhibit A, by execution of this document, do subordinate their right, title and interest in and to the Declaration for Crystal Oaks, as same has previously been amended and as herein amended.

NOW, THEREFORE, the parties hereto do hereby agree that: pursuant to Article XII, Section 6 of the Declaration, that the following amendments to said Declaration are made:

1. Article V, Section 5, is amended by adding the following provision to the end of that section:

"Said special assessment shall be due on the date specified by the Association, or if no date is specified, sixty (60) days after the date of the vote which approved such special assessment."

2. Article V, Section 10, is deleted, and is replaced in its entirety by the following:

"Section 10. Effect of Non-Payment of Assessment; The Personal Obligations of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Article V, Sections 5 and 8 hereof), then such assessment shall become delinquent and shall, together with such late fees, interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives and assigns. The personal obligations of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date or a written arrangement for payment consented to by the Association, the delinquent assessment or assessments shall accrue late charges in the amount of \$5.00 per month for each delinquent payment, and the Association may bring an action at law against the Owners personally obligated to pay the same

and/or to foreclose the lien against the property, and there shall be added to the amount of such assessment a charge to be determined by the Association of at least Fifty Dollars (\$50.00) for the cost of preparing and filing the complaint in such action or pursuing a foreclosure, and in the event a judgment or foreclosure is obtained, such judgment or foreclosure shall include late fees and costs as above provided and a reasonable attorney's fee of at least Fifty Dollars (\$50.00) to be fixed by the court together with the costs of the action and postjudgment interest at the legal rate."

3. Article IX, Section 1, is amended by adding the following provision to the end of that section:

"Provided, however, that the Association shall only be obligated to provide such maintenance if (a) a special assessment to pay for such maintenance has been approved pursuant to Article IX, Section 2 below; or (b) the cost for such maintenance can be charged to the owner or owners of such lot or living unit affected pursuant to Article IX, Section 4 below."

4. Article IX, Section 2, is deleted, and is replaced in its entirety by the following:

"Section 2. Special Assessments for Maintenance, Repair or Improvements to a Lot or Living Unit. In addition to the annual assessments authorized by this document, the Association may levy, in an assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any exterior maintenance, as described in Article IX, Section 1 above, to any lot or living unit, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose."

5. Article IX, is amended by adding the following provision as Section 4:

"Section 4. Exterior Maintenance Charged to Owner. If the Association undertakes any maintenance to any lot or living unit as provided in this Article, and such maintenance is required due to a violation of any provision of these Declarations by the owner or owners of such lot or living unit or any tenant, assign, guest or invitee of an owner, or due to the failure of such owner or owners to perform needed maintenance or repairs to the lot or living unit, the Association may levy, without the need for a vote of the

Association, a special assessment against the affected lot or living unit for the purposes of defraying, in whole or in part, the cost of any such maintenance, which special assessment shall be due and payable on the date specified by the Association, or if not date is specified thirty (30) days after completion of the maintenance. Provided, however, that the Association shall provide thirty (30) days written notice to the owner or owners of any such lot or living unit prior to effecting such maintenance, and shall also provide to the owner or owners, as soon as possible, a written estimate of the cost for such maintenance."

6. Article XII, Section 8, is amended by adding the following provision to the end of the section:

"The Association shall be entitled, in any such action to enforce these covenants and declarations, to recover reasonable attorney's fees and costs from the person or persons violating or attempting to violate any covenant or restriction, in an amount to be fixed by the court of at least fifty (\$50.00) dollars."

Except as above amended, the Declaration dated October 21, 1988 recorded in Book 1490 at Page 110, Durham County Registry, rerecorded in Book 1505 at Page 374, Durham County Registry, amended in Book 1546 and page 920, Durham County Registry and amended in Book 2069 at page 201, Durham County Registry, shall remain in full force and effect.

This the day and year first above written.

DECLARANT:

CRYSTAL OAKS OF DURHAM
HOMEOWNERS ASSOCIATION, INC.

President

By: *Lauren Beat* (SEAL)

ATTEST:

Janis J. Bell
Secretary

(Corporate Seal)

OWNERS:

THE UNDERSIGNED OFFICERS OF CRYSTAL OAKS OR DURHAM HOMEOWNERS ASSOCIATION, INC., REPRESENTING THE OWNERS, HEREBY CERTIFY THAT THE ABOVE-STATED AMENDMENT WAS DULY APPROVED BY A VOTE OF NOT LESS THEN NINETY PERCENT (90%) OF THE CLASS A MEMBERS CAST IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR THAT PURPOSE.

By: Lauran Best (SEAL)
President

By: Christopher D. Anglen (SEAL)
Vice-President

By: Keith Scott (SEAL)
Angela Scott Treasurer

By: Trinity Wilson (SEAL)
Secretary

NORTH CAROLINA
DURHAM COUNTY

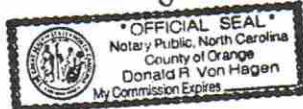
I, DONALD R. VON HAGEN, a Notary Public for ORANGE County, North

Carolina, do hereby certify that Jennifer Wollen personally appeared before me this day and acknowledged that she is Secretary of CRYSTAL OAKS OF DURHAM HOMEOWNERS ASSOCIATION, INC., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by the President, sealed with its

corporate seal and attested by Jennifer Wollen as its Secretary.

Witness my hand and official seal, this 23rd day of February 1999.

Donald R. Von Hagen
Notary Public
My Commission Expires: 12-21-03

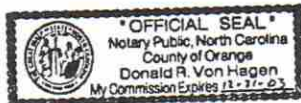


NORTH CAROLINA
DURHAM COUNTY

I, Donald R. Von Hagen, a Notary Public for Orange County, North Carolina, do hereby certify that Lawrence Best, President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 19th day of February 1999.

Donald R. Von Hagen
Notary Public
My Commission Expires: 12-21-03

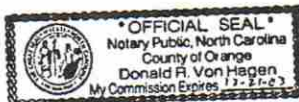


NORTH CAROLINA
DURHAM COUNTY

I, Donald R. Von Hagen, a Notary Public for Orange County, North Carolina, certify that Lawrence Best personally appeared before me this day and being duly sworn, stated that in his presence Christopher D. Ingram, Vice-President, signed the foregoing instrument on the 18th day of February 1999.

Witness my hand and notarial seal, this the 19th day of February 1999.

Donald R. Von Hagen
Notary Public
My Commission Expires: 12-21-03



[SEAL]

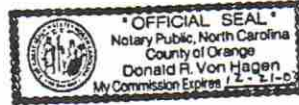
NORTH CAROLINA
DURHAM COUNTY

I, Donald R. Von Hagen, a Notary Public for Orange County, North Carolina, certify that Lawrence Best personally appeared before me this day and being duly sworn, stated that in his presence Keith Isgett and Angela Isgett, Treasurers, signed the foregoing instrument on the 18th day of February 1999.

Witness my hand and notarial seal, this the 19th day of February 1999.

Donald R. Von Hagen
Notary Public

My Commission Expires: 12-21-03



[SEAL]

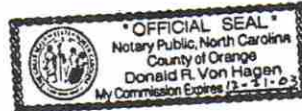
.....
NORTH CAROLINA
DURHAM COUNTY

I, Donald R. Von Hagen, a Notary Public for Orange County, North Carolina, certify that Lawrence Best personally appeared before me this day and being duly sworn, stated that in his presence Jennifer Woolen, Secretary, signed the foregoing instrument on the 18th day of February 1999.

Witness my hand and notarial seal, this the 19th day of February 1999.

Donald R. Von Hagen
Notary Public

My Commission Expires: 12-21-03



[SEAL]

State of North Carolina - Durham County
The foregoing or appended certificate(s) of
Donald R. Von Hagen
A Notary (Notaries) Public for the Designated Governmental units
is(are) certified to be correct.
This the 3 day of Mar A.D. 19 99

WILLIE L. COVINGTON
Register of Deeds

Gail Cohen
By: Assistant Deputy
Register of Deeds