

Wake County, NC 398
 Laura M Riddick, Register Of Deeds
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 Book : 009505 Page : 00293 - 00300

Prepared by & return to: Kennedy Covington Attys. (MPK)
 Vault Box #123

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**CORRECTED
 DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS FOR
 THE CORNERSTONE PARK TOWNHOMES**

THIS CORRECTED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CORNERSTONE PARK TOWNHOMES (this "Corrected Declaration") is made this 23rd day of July, 2002, by ~~WESTFIELD HOMES OF NORTH CAROLINA, INC.~~, a North Carolina corporation ("Declarant") and is also executed for the limited purposes set forth below by **HIGHWAY SEVENTY, LLC**, a Virginia limited liability company ("Highway Seventy"). Declarant and Highway Seventy should be indexed as grantors in the Wake County Register of Deeds.

W I T N E S S E T H:

WHEREAS, certain real property located in Wake County, North Carolina, is subject to that certain Declaration of Covenants, Conditions and Restrictions for the Cornerstone Park Townhomes recorded in Book 9151 at Page 2464 in the Office of the Register of Deeds for Wake County, North Carolina (the "Original Declaration") (the Original Declaration as corrected, amended and supplemented from time to time is hereinafter referred to as the "Declaration");

WHEREAS, in accordance with Article Thirteen, Section 13.2 of the Declaration, Declarant desires to amend the Declaration, as more specifically provided below, to correct certain typographical errors and to clarify certain ambiguity therein;

WHEREAS, all defined terms used in this Corrected Declaration, as indicated by the initial capitalization thereof, shall, unless otherwise specifically defined herein, be deemed to have the same meaning as assigned to such terms in the Declaration;

NOW, THEREFORE, pursuant to Article Thirteen, Section 13.2 of the Declaration, Declarant hereby amends the Declaration as follows:

1. References to the Avonlea Community in the introductory paragraph, Article Six, Section 6.19, and Article Eight, Section 8.2(b)(ii) are hereby deleted and the designation Cornerstone Park Townhomes is hereby inserted in lieu thereof.

2. The effective date in the introductory paragraph is hereby deleted and the date January 30, 2002, is hereby inserted in lieu thereof.

3. The final clause in the NOW THEREFORE paragraph preceding Article One consisting of "and furthermore that the 'covenants and restrictions' hereof shall hereby entirely replace, supercede and be in lieu of the Original Declaration as if this Declaration has been recorded originally in place of the original Declaration" is hereby deleted.

4. In Article Three, the definition "Boundary Plat" is hereby deleted and the following definition is inserted in lieu thereof:

"Boundary Plat" shall mean and refer to that certain plat of survey by Withers and Ravenel Engineering & Surveying, Inc. originally recorded in Book of Maps 2001, Pages 1440-1442, Wake County Registry, and re-recorded in Book of Maps 2001, Pages 2209-2211, Wake County Registry, which survey depicts the property to be encumbered and benefited by this Declaration at the time of the recording hereof, but additional property may be added hereunder as provided for in this Declaration.

5. In Article Three, the final sentence of the definition "Common Expenses" subsection (a) is hereby deleted.

6. In Article Three, the definition "Existing Property" is hereby deleted and the following definition is inserted in lieu thereof:

"Existing Property" shall mean those certain parcels of land lying and being in the City of Raleigh, Wake County, North Carolina, more particularly shown as Lots 8001 through 8155, Open Space A (0.031 acres), Open Space B (0.026 acres), Open Space C (0.026 acres), Open Space D (0.026 acres), Open Space E (0.026 acres), Open Space F (0.026 acres), Open Space G (0.026 acres), Open Space H (3.876 acres), Open Space J (0.616 acres), Open Space K (0.045 acres), and City Loft Court and Reedy Ridge Lane (variable width private streets consisting of 2.984 acres) all as shown on the Boundary Plat.

7. In Article Three, the definition "Cornerstone Park Townhomes" is hereby deleted and the following definition is inserted in lieu thereof:

"Cornerstone Park Townhomes" shall mean and refer to that community consisting of the Existing Property as shown on the Boundary Plat.

8. In Article Four, Section 4.6, the phrase "as supplemented and amended by that certain Supplemental Declaration recorded in Book 9180, Page 2383, Wake County Registry" shall be added at the end of the second sentence therein.

9. In Article Eight, Section 8.2(a) and Section 8.2(b) and elsewhere in the Declaration, (i) all references to "Class I," "Class I members" and "Class I membership" shall be deleted and the designations "Class A," "Class A Members" and "Class A Membership," respectively, shall be inserted in lieu thereof; and (ii) all references to "Class II," "Class II members" and "Class II membership" shall be deleted and the designations "Class B," "Class B Members" and "Class B Membership," respectively, shall be inserted in lieu thereof.

10. In Article Eight, Section 8.3(f), the word "private" is hereby inserted immediately before the word "water" and immediately before the word "sewer."

11. In Article Nine, Section 9.3, the first two sentences of the section is hereby deleted and the following sentence is inserted in lieu thereof:

The Declarant shall convey, and upon such conveyance the Association shall accept, legal title to any Common Properties shown on any Recorded Plat of the Properties, and such title to a Common Property shall be conveyed by the Declarant and accepted by the Association no later than the time of the conveyance of the seventy-fifth (75th) Lot within the applicable phase of the Community. The conveyance shall be in fee simple by special warranty deed without any encumbrances except the Master Declaration for Cornerstone Park, drainage, utility and greenway easements, easements reserved in the deed to Declarant recorded in Book 9266, Page 2479, Wake County Registry, and easements reserved hereunder or on any Recorded Plat.

12. In Article Nine, Section 9.4(c), the following sentence shall be inserted at the end of the subsection:

provided, however, in no event shall a Member's access to its Lot be suspended.

13. In Article Ten, Section 10.6, all references to Section 10.14 are hereby deleted and Section 10.13 is hereby inserted in lieu thereof.

14. The reference to fifteen (15) days in the first sentence of Article Ten, Section 10.9 is hereby deleted and the time period of thirty (30) days is hereby inserted in lieu thereof in order to comply with the requirements of the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes.

15. Exhibit A of the Declaration is hereby deleted in its entirety and the following exhibit is hereby inserted in lieu thereof:

EXHIBIT A
CERTIFICATION OF VALIDITY OF
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE CORNERSTONE PARK TOWNHOMES

By the authority of its Board of Directors, Cornerstone Park Townhomes Association, Inc., hereby certifies that the foregoing instrument has been duly adopted and approved by the requisite

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percentage of Owners of and lenders on Lots in the Cornerstone Park Townhomes and is, therefore, a valid amendment to the existing covenants, conditions and restrictions of Cornerstone Park Townhomes.

As of the _____ day of _____, _____.

Cornerstone Park Townhome Association, Inc.

ATTEST:

Secretary
(Corporate Seal)

By: _____
President

STATE OF _____)
COUNTY OF _____)

I, _____, a notary
Public hereby certify that _____
personally came before me this day and acknowledged that he/she is the _____ Secretary of
Cornerstone Park Townhome Association, Inc., a North Carolina non-profit corporation, and that by the
authority duly given and as the act of said corporation, the foregoing instrument was signed in its name
by its _____ President, sealed with its corporate seal and attested by him/her as its _____
Secretary.

WITNESS my hand and notarial stamp or seal, this _____ day of _____, _____.

Notary Public

My commission expires:

(NOTARIAL SEAL)

16. Highway Seventy is the owner of a portion of the Existing Property and joins in the execution of this Corrected Declaration for the purpose of imposing the terms of the Declaration upon the portion of the Existing Property owned by it. In addition, the following Article Nineteen is hereby inserted in the Declaration:

ARTICLE NINETEEN: RIGHTS OF HIGHWAY SEVENTY, LLC

This Article applies to all portions of the Existing Property owned by Highway Seventy.

Section 1. Highway Seventy shall have no obligation to pay assessments of any kind with respect to the Lots it owns, except for such of those Lots, if any, on which there are Dwelling Units for which a certificate of occupancy has been issued by the City of Raleigh, North Carolina.

Section 2. Highway Seventy shall have all of the rights of Declarant under this Declaration with respect to Lots owned by Highway Seventy, including, without limitation, the right to grant architectural approvals for initial construction on all Lots that Highway Seventy sells to Builders other than Declarant. A Lot conveyed by Highway Seventy under a mortgage, deed of trust or other instrument as security for an indebtedness is deemed to be owned by Highway Seventy for the purposes of this Article.

Section 3. Highway Seventy shall have all rights and remedies available at law or in equity to enforce the rights reserved for it in this Article. Subject to the provisions of Section 4 below, this Article Nineteen may not be amended, modified or terminated without the written consent of Highway Seventy.


Section 4. Delarant has the right and obligation to purchase from Highway Seventy the portion of the Existing Property owned by Highway Seventy. Upon Declarant's purchase of any Lot or Lots owned by Highway Seventy the rights of Highway Seventy under this Article Nineteen shall terminate with respect to those Lot(s) purchased.

17. Except as modified herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant and Highway Seventy have caused this Corrected Declaration to be executed as of the day and year first above written to be effective as of January 30, 2002.

DECLARANT:

WESTFIELD HOMES OF NORTH CAROLINA,
INC., a North Carolina corporation

By: 
John Schlichenmaier
President

STATE OF NORTH CAROLINA

COUNTY OF Franklin

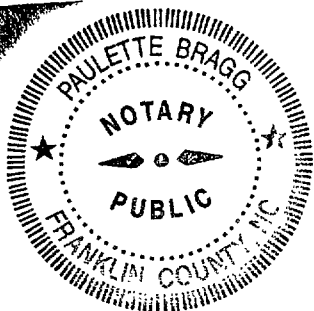
I, Paulette Bragg, a Notary Public of Franklin County, North Carolina, do certify that John Schlichenmaier personally appeared before me and acknowledged that he is President of Westfield Homes of North Carolina, Inc., a North Carolina corporation, and that by authority duly given and as of the act of the corporation, the foregoing instrument was signed in its name by him as its President.

WITNESS my hand and official stamp or seal, this 23 day of July, 2002.

[NOTARIAL STAMP OR SEAL]


NOTARY PUBLIC


My Commission Expires: 12/15/02



HIGHWAY SEVENTY:

HIGHWAY SEVENTY, LLC,
a Virginia limited liability company

By:

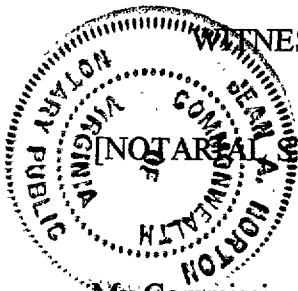

NATHAN D. BENSON
Manager

STATE OF VIRGINIA

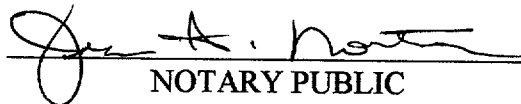
CITY OF VIRGINIA BEACH

I, Jean A. Norton, a Notary Public of Virginia Beach City,
Virginia, do certify that Nathan D. Benson personally appeared before me
and acknowledged that he is Manager of Highway Seventy, LLC, a Virginia limited liability
company, and that by authority duly given and as of the act of the company, the foregoing
instrument was signed in its name by him as its Manager.

WITNESS my hand and official stamp or seal, this 22 day of July, 2002.



[NOTARIAL STAMP OR SEAL]


NOTARY PUBLIC

My Commission Expires: _____
My Commission Expires November 30, 2004

Laura M Riddick
Register of Deeds
Wake County, NC



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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 2 of Paulette Bragg
Jean A. Norton

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: Vernon S. Spear
Assistant/Deputy Register of Deeds

This Customer Group
of Time Stamps Needed

This Document
New Time Stamp
of Pages