

Prepared by and mail after recording to:
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STATE OF NORTH CAROLINA

WAKE COUNTY

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE POINT**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE POINT (this "Amendment") is made and entered into effective as of the date of its recordation in the Wake County Registry ("Registry") by **ASHTON RALEIGH RESIDENTIAL L.L.C.**, a North Carolina limited liability company ("Declarant"). **BROOKFIELD HOLDINGS (THE POINTE) LLC**, a Delaware limited liability company ("Initial Owner"), and **STARLIGHT HOMES NORTH CAROLINA L.L.C.**, a Delaware limited liability company ("Starlight"), join in the execution of this Amendment to evidence their consent to the terms and provisions hereof.

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants, Conditions, and Restrictions for The Point recorded in Book 19841 at Page 493 in the Wake County Registry (as may be amended and supplemented from time to time, the "Declaration");

WHEREAS, Section 18.10(a) of the Declaration provides that during the Declarant Control Period, Declarant, without obtaining the approval of any Owner or Owners other than Initial Owner and Starlight, shall have the right to make any amendments or modifications which Declarant deems necessary or desirable. Declarant now desires to amend the Declaration in certain respects as set forth herein.

NOW, THEREFORE, Declarant, by this Amendment, does hereby amend the Declaration as follows:

322746257.1

Submitted electronically by K&L Gates LLP in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

1. Defined Terms. All capitalized terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Declaration.
2. Annual Assessments; Townhome Services Assessments. Section 9.05(a) of the Declaration is hereby deleted in its entirety and replaced as follows:

(a) The assessments for each Lot owned by a Class A Member for the first assessment year shall be a maximum of:

- (i) **\$628.00 for each Single Family Lot** (Annual Assessment); provided, however, that if the first assessment year shall have fewer than twelve months, the foregoing amounts shall be proportionately reduced.
- (ii) **\$1,588.00 for each Townhome Lot** (Annual Assessment in the amount of \$628.00 plus Townhome Services Assessments in the amount of \$960.00); provided, however, that if the first assessment year shall have fewer than twelve months, the foregoing amounts shall be proportionately reduced.

In addition, Sections 9.08(a) and (b) are hereby deleted in their entirety and replaced as follows:

(a) Annual Assessments levied on Single Family Lots owned by a Class A Member shall be a maximum of **\$628.00 per annum** for the first assessment year as adjusted for subsequent years in accordance with Section 9.05;

(b) Annual Assessments levied on Townhome Lots owned by a Class A Member shall be a maximum of **\$628.00 per annum** for the first assessment year and Townhome Services Assessments levied on Townhome Lots owned by a Class A Member shall be a maximum of **\$960.00 per annum** for the first assessment year, as adjusted for subsequent years in accordance with Section 9.05;

3. Joinder. Initial Owner and Starlight join in this Amendment to evidence their consent to the terms and provisions hereof.
4. Effect of Amendment. The Declaration is hereby modified to the extent set forth herein, but only to the extent set forth herein. All provisions of the Declaration not modified by this Amendment shall remain in full force and effect in accordance with their original terms as set forth in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date set forth in the acknowledgement below.

DECLARANT:

ASHTON RALEIGH RESIDENTIAL L.L.C.,
a North Carolina limited liability company

By: Joseph P Conlan
Name: JOSEPH P CONLAN
Title: VP OF LAND DEVELOPMENT

Wake County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Joseph Conlan

[Print Signatory Name Above]

Date: 3/11/25

My Commission Expires: 9/24/26

[Signature]
Notary Public
Print Name: Mary Hill Herold

[Affix Notary Stamp or Seal]

[Signature Pages Continue]



IN WITNESS WHEREOF, Initial Owner has executed this Amendment as of the date set forth in the acknowledgement below.

INITIAL OWNER:

**BROOKFIELD HOLDINGS (THE POINTE)
LLC, a Delaware limited liability company**

By: Matthew Caldwell

Name: Matthew Caldwell

Title: Authorized Signatory

Maricopa County, Arizona

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Matthew Caldwell

[Print Signatory Name Above]

Date: 03/12/25

My Commission Expires: 12/19/28



Sierra Miranda Ruiz
Notary Public
Print Name: Sierra Miranda Ruiz

[Signature Pages Continue]

IN WITNESS WHEREOF, Starlight has executed this Amendment as of the date set forth in the acknowledgement below.

STARLIGHT:

**STARLIGHT HOMES NORTH CAROLINA
L.L.C., a Delaware limited liability company**

By: Joseph P Conlan
Name: JOSEPH P CONLAN
Title: VP OF LAND DEVELOPMENT

Wake County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Joseph Conlan, VP of Land Development
[Print Signatory Name Above]

Date: 3/11/25

My Commission Expires: 9/24/26

[Signature]
Notary Public
Print Name: Mary Hill Herold

[Affix Notary Stamp or Seal]

