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WAKE COUNTY, NC 341
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/01/2011 AT 15:42:27

BOOK:014451 PAGE:01239 - 01247

FIRST AMENDMENT TO MASTER DECLARATION
FOR
POPLAR CREEK VILLAGE

Prepared by and mail after recording to: Gwynn & Edwards, P.A., 5909 Falls of Neuse Road,
Ste. 200, Raleigh, NC 27609

STATE OF NORTH CAROLINA
COUNTY OF WAKE

**FIRST AMENDMENT TO
DECLARATION
FOR POPLAR CREEK VILLAGE**

THIS **FIRST AMENDMENT TO DECLARATION FOR POPLAR CREEK VILLAGE** is made this 1st day of September, 2011, by HOLLY HOMES, LLC, a North Carolina limited liability company, hereinafter referred to as the "Declarant";

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in the town of Knightdale, County of Wake, North Carolina, which is more particularly described on the attached Exhibit "A" and commonly referred to as Poplar Creek Village Subdivision (hereinafter "Property");

AND WHEREAS, the Property has previously been subjected to a certain Master Declaration for Poplar Creek Village ("Declaration") recorded in Book 13825, Pages 1301 - 1388, Wake County Registry;

AND WHEREAS, Declarant wishes to amend and modify certain provisions of the above referenced Declaration in accordance Article XV of the Declaration;

NOW, THEREFORE, Declarant hereby declares that the Declaration shall hereby be amended as follows.

**ARTICLE VI
ASSESSMENTS AND OTHER CHARGES**

Section 5. Commencement of Assessments; Change in Assessment Category for Purposes of Assessments. Annual assessments commence, Assessment Categories become subject to being assessed for special assessments, and assessments are applied to Assessment Categories, as follows:

(b) A Lot first becomes subject to annual and special assessments as a Lot on the first of the following events to occur: (i) the first day of the month immediately following the month in which the Lot and finished Dwelling Unit is transferred to a third party purchaser, or (b) the first day of the month immediately following the month in which the Town of Knightdale issues a certificate of occupancy for a finished Dwelling Unit. It shall be the duty of the Owner of each Lot, by no later than the last day of the month in which the Lot and Dwelling Unit is transferred or a certificate of occupancy is issued, to provide the Association with a copy of each deed thereof recorded in the Registry or a copy of the issued certificate of occupancy. Provided, however, the failure of an Owner to provide the Association with a copy of the recorded deed or certificate of occupancy shall in no way release or relieve the Owner from liability for payment of assessments as Lots, effective as of the commencement date determined in accordance with this subparagraph.

(c) Portions of The Properties owned by the Declarant shall be subject to commencement annual and special assessments as set forth immediately above in Section (b). Beginning with the month immediately following the end of the Declarant Control Period, Lots owned by the Declarant shall be assessed in the same manner as Lots owned by other Class A Members of the Association, and Unsubdivided Land owned by the Declarant shall be assessed in the same manner as Development Parcels owned by other Class A Members of the Association.

In addition to payment of the foregoing assessments, during the Declarant Control Period the Declarant shall fund all annual operating budget deficits, if any. The Declarant's deficit funding obligation may be satisfied with in-kind payments of services or materials. The Declarant's deficit funding obligation does not include any expenses that the Association is unable to meet because of nonpayment of any assessment by Owners other than the Declarant, or because of unusual or extraordinary expenses not included in the annual operating budget. The deficit funding obligation of the Declarant may be enforced against the Declarant and collected by the Association in the same manner as annual assessments applicable to other Owners.

(d) When an annual assessment commences in any month other than January, the amount of the annual assessment for that calendar year shall be determined by multiplying the amount of that year's annual assessment by a fraction whose numerator is the number of months in that calendar year including and following the month in which the annual assessment commences, and whose denominator is twelve (12).

(e) Is hereby deleted in its entirety.

ARTICLE XI EASEMENTS

Section 7. Conservation Easement. The areas shown on the recorded plats as Conservation Easements in Poplar Creek Village plat maps recorded February 26, 2010 in Book of Maps 2010, Pages 217-221, Wake County Registry, and as may be amended, shall be maintained in perpetuity in their natural condition. No person or entity shall perform any of the following activities on such conservation area:

- (a) fill, grade, excavate or perform any other land disturbing activities.
- (b) cut, mow, burn, remove, or harm any vegetation.
- (c) construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers, or any other permanent or temporary structures.
- (d) drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area.

(e) dump or store soil, trash or other waste.

(f) graze or water animals, or use for any agricultural or horticultural purpose.

This covenant is intended to ensure continued compliance with the mitigation condition of a Clean Water Act authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID 200620385, and therefore may be enforced by the United States of America. This covenant is to run with the land, and shall be binding on the Owner, and all parties claiming under it.

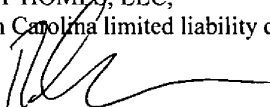
ARTICLE XVII TOWN OF KNIGHTDALE CODE REQUIREMENTS

Section 1. Applicability. Certain provisions of the Town of Knightdale Code apply to part or all of The Properties. This Declaration is subject to and shall be construed in accordance with all applicable provisions of the Town of Knightdale Code, including all sections thereof previously described or referenced herein, and the Amended and Restated Poplar Creek Village Reimbursement Agreement by and between Declarant and the Town of Knightdale, a memorandum of said Agreement being recorded in Book 13720, Page 2203, and amended in Book 14404, Page 144, Wake County Registry. It shall be the responsibility of each Owner of any portion of The Properties subject to any provisions of the Town of Knightdale Code and the Amended and Restated Poplar Creek Village Reimbursement Agreement, to comply with all provisions thereof applicable to such portion of The Properties, whether or not any approval, disapproval, waiver or variance of the terms of this Declaration has been given by the Declarant, the Association or the Architectural Approval Committee with respect to such portion of The Properties. **Specifically, the Amended and Restated Poplar Creek Village Reimbursement Agreement provides that a primary revenue source upon which the Town will rely in providing fire and police protection, as well as other municipal services, to Declarant's Property, will be ad valorem real property taxes. Initial sales prices for homes within the boundaries of the Property will impact Wake County Tax Office value assessments and the amount of tax revenue received by the Town. Therefore minimum sales price for each of the single family attached and detached dwellings to be constructed within the boundaries of the Property is established as set forth within the Amended and Restated Poplar Creek Village Subdivision Reimbursement Agreement as the same may be modified from time to time by a recorded amendment to the same.**

(Signature Pages to Follow)

IN WITNESS WHEREOF, Declarant has caused this First Amendment to Declaration to be executed in its company name by its duly authorized Manager as of the day and year first above written.

HOLLY HOMES, LLC,
a North Carolina limited liability company

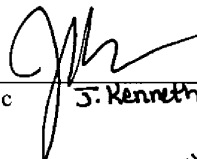
By: 
Printed Name: DAVID MENAKER
Title: Manager

State of North Carolina
County of Wake

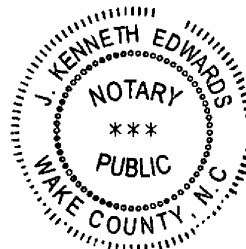
I, J. Kenneth Edwards, Notary Public of the County and State aforesaid, hereby certify that David Menaker, Manager of Holly Homes, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged that he executed this Declaration on behalf of and as the act of the company by authority duly given.

Witness my hand and official stamp or seal, this 25th day of August, 2011.

Notary Public


J. Kenneth Edwards

My commission expires: 1-11-2014

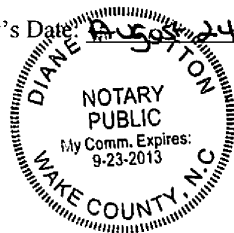


CRESCENT STATE BANK

By: *Bill Greene*Bill GreeneVP
Title

Print Name

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Vice President, of CRESCENT STATE BANK, a North Carolina State Chartered Bank.

Today's Date: August 24, 2011.*Diane M. Cotton*

[Notary's signature as appears on seal]

Diane M. Cotton

[Notary's printed name as name appears on seal]

My commission expires: Sept 23, 2013

[Affix Notary Seal in Space Above]

CRESCENT STATE BANK

By: *Thomas E. Holder, Jr.*Thomas E. Holder, Jr., Trustee

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Thomas E. Holder, Jr., Trustee for CRESCENT STATE BANK, a North Carolina State Chartered Bank.

Today's Date: August 24, 2011.*Diane M. Cotton*

[Notary's signature as appears on seal]

Diane M. Cotton

[Notary's printed name as name appears on seal]

My commission expires: Sept 23, 2013

EXHIBIT A
DESCRIPTION OF PROPERTY - DECLARANT PROPERTY

(All Recording References are to the Wake County, NC Registry. All Deeds, Plats and other recorded documents described herein are incorporated by reference as if fully set out herein.)

BEGINNING at an iron pipe found in the northern right of way of SR 1007 (Poole Road); said iron pipe being located North 01 21' 56" West 28,389.24 feet from NCGS Monument "Moriah Reset 2" bearing NC Grid Coordinates NAD 83 N= 701370.6215, E= 2146838.1112 and said iron pipe also located in the common property corner of the subject property and now or formerly Andrew P. Broadie as reflected in Deed Book 2401, Page 117, Wake County Registry (PIN 1743-50-9445); thence North 02 32' 31" West 2,336.48 feet to a point in the eastern right of way of I-540; thence along the eastern right of way of I-540 North 15 42' 06" East 239.23 feet to a point; thence continuing along the eastern right of way of I-540 North 19 03" 12" East 548.18 feet to a point; thence North 83 17' 04" East 895.85 feet to an iron pipe found in the common corner with Lot 14, Pine Country Estates as reflected in Book of Maps 1976, Page 260, Wake County Registry; thence continuing along the rear property line of Lot 14 and 13, Pine Country Estates South 02 37' 11" East 285.60 feet to an iron pipe found in the common property line with Lot 13, Pine Country Estates; thence continuing along the common property line with Lot 13, Pine Country Estates South 02 37' 11" East 49.91 feet to an iron pipe found; thence along the common property line of Lot 12, Pine Country Estates South 02 37' 11" East 60.08 feet to an iron pipe found; thence continuing along the common property line with now or formerly Billy Royce Liles as reflected in Deed Book 10264, Page 741, Wake County Registry (PIN 1743-82-2316) South 02 45' 51" East 372.12 feet to an iron pipe found; thence South 02 45' 51" East 105.37 feet to an iron pipe found; thence continuing along the common property line with now or formerly Frances L. Taylor as reflected in Deed Book 10264, Page 745, Wake County Registry (PIN 1743-82-5043) South 02 45' 51" East 310.53 feet to an iron pipe found; thence continuing along the common property line with now or formerly Linda Liles Massey as reflected in Deed Book 10264, Page 749, Wake County Registry (PIN 1743-81-2650) South 02 45' 51" East 432.09 feet to an iron pipe found; thence continuing along the common property line with Norma Liles Harris as reflected in Deed Book 10264, Page 753, Wake County Registry (PIN 1743-81-2136) South 02 45' 51" East 483.10 feet to an iron pipe found; thence along the common property line with Lot 5, Oaks Plantation as reflected in Book of Maps 1987, Page 1852, Wake County Registry, South 02 46' 56" East 624.24 feet to an iron pipe found; thence continuing along the common property line with Lot 4, Oaks Plantation, as reflected in Book of Maps 1987, Page 1852, Wake County Registry, South 02 46' 56" East 282.95 to an iron pipe found; thence continuing along the common property line with Lot 3 and a portion of Lot 2, Oaks Plantation, as reflected in Book of Maps 1987, Page 1852, Wake County Registry, South 02 46' 56" East 199.90 feet to an iron pipe found; thence along the common property line with a cemetery identified as PIN 1742-79-2656 North 79 48' 17" West 131.94 feet to an iron pipe found; thence

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continuing along a common property line with the cemetery South 15 03' 23" West 169.33 feet to a point in the northern right of way of SR 1007 (Poole Road); thence along the northern right of way of SR 1007 North 80 22' 35" West 251.63 feet to an iron pipe set in the northern right of way of SR 1007; thence North 81 17' 26" West 265.93 feet to an iron pipe found in the northern right of way of SR 1007; thence leaving the northern right of way of SR 1007 and continuing along a common property line with now or formerly S. Wesley Adames as reflected in Deed Book 3822, Page 313, Wake County Registry North 08 42' 56" East 341.72 feet to an iron pipe found; thence continuing with a common property line with S. Wesley Adams North 81 16' 31" West 354.65 feet to an iron pipe found; thence continuing with a common property line with S. Wesley Adams South 08 43' 29" West 341.81 feet to an iron pipe set in the northern right of way of SR 1007; thence continuing with the northern right of way of SR 1007 North 81 17' 26" West 150.25 feet to the POINT AND PLACE OF BEGINNING; and being all of Tract 1, containing 81.182 acres as reflected on plat map prepared by True Line Surveying, PC, recorded in Book of Maps 2006, Pages 1524-1525, Wake County.



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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**

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