

BK015254PG00955

WAKE COUNTY, NC 492
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/01/2013 AT 15:28:28

BOOK:015254 PAGE:00955 - 00958

Prepared by and return to:
Michael F. King, Esq.
K&L Gates LLP (Vault Box # 123)
4350 Lassiter at North Hills Avenue
P.O. Box 17047
Raleigh, North Carolina 27619-7047

STATE OF NORTH CAROLINA
COUNTY OF WAKE

**FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION
TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SALEM VILLAGE**

**THIS FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SALEM VILLAGE** (this "First Amendment") is made effective as of the date of its recordation
in the Wake County Registry ("Registry") by **STANDARD PACIFIC OF THE CAROLINAS,
LLC**, a Delaware limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the developer of the Salem Village community and has
heretofore imposed a Declaration of Covenants, Conditions and Restrictions with respect thereto
recorded in Book 14629 at Page 1628 in the Registry (as amended and supplemented from time
to time, the "Declaration"); and

WHEREAS, Declarant established a Landscaping Service Area and subjected certain
Lots to such Landscaping Service Area pursuant to the terms of that certain Supplemental
Declaration to Declaration of Covenants, Conditions and Restrictions for Salem Village recorded
in Book 14979, Page 2608, Wake County Registry ("Supplemental Declaration--Landscaping
Service Area 1"); and

WHEREAS, Article 18, Section 18.10(a) of the Declaration provides that Declarant shall
have the unilateral right in its sole and absolute discretion to amend the Declaration during the

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period of Declarant control without obtaining the approval of any Owner to make any changes or modifications which Declarant deems necessary or desirable.

WHEREAS, Declarant now desires to amend the Supplemental Declaration--Landscaping Service Area 1 as detailed herein.

NOW, THEREFORE, Declarant, by this First Amendment, does hereby amend the Supplemental Declaration--Landscaping Service Area 1 as follows:

1. **Defined Terms.** All capitalized terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Declaration or the Supplemental Declaration-- Landscaping Service Area 1.

2. **Landscaping Service Area Designation.** All references in Section 1.1 to "Article III" of Supplemental Declaration-- Landscaping Service Area 1 are hereby deleted in their entirety and replaced with a reference to "Article II."

3. **Landscaping Responsibilities.** The first sentence of Section 2.1(b) of the Supplemental Declaration--Landscaping Service Area 1 is hereby deleted in its entirety and replaced by the following:

The Association shall have no responsibility for lawns or landscaping within the rear yard of any Landscaping Service Area Lot if the yard has been enclosed by fencing unless the fence is not locked and no pets are in the fenced area, in which event the Association shall provide the landscaping services set forth in Section 2.1(a) within the fenced rear yard; provided, however, the Association shall incur no liability or obligation with regard to latching or locking any fence gates or securing pets within the fenced areas of any Landscaping Service Area Lot. Each Owner shall be solely responsible for securing its fence gates and securing its pets before, during and after the Association's performance of the landscaping work within the fenced rear yards of such Owner's Landscaping Service Area Lot.

4. **Effect of Amendment.** The Supplemental Declaration--Landscaping Service Area 1 is hereby modified to the extent set forth herein, but only to the extent set forth herein. All provisions of the Supplemental Declaration--Landscaping Service Area 1 not modified by this First Amendment shall remain in full force and effect in accordance with their original terms as set forth in the Supplemental Declaration--Landscaping Service Area 1.

[Signature Pages Follow]

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IN WITNESS WHEREOF, Declarant has executed this First Amendment on the day and year indicated in the acknowledgement block below.

STANDARD PACIFIC OF THE CAROLINAS, LLC,
a Delaware limited liability company

By: [Signature]
Name: GRAY B. METHVEN
Title: DIRECTOR OF LAND DEVELOPMENT

STATE OF NORTH CAROLINA

COUNTY OF Wake

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: Gray B. Methven
(name of principal(s))

Date: 4/29/13

Jennifer C. Mannina
Official Signature of Notary Public

Jennifer C. Mannina
Notary printed or typed name

My commission expires: 12/16/14

[OFFICIAL SEAL]



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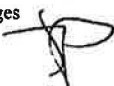
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Prepared by and return to:
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4350 Lassiter at North Hills Avenue
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Raleigh, North Carolina 27619-7047

STATE OF NORTH CAROLINA
COUNTY OF WAKE

**SECOND SUPPLEMENTAL
DECLARATION
TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SALEM VILLAGE**

THIS SECOND SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SALEM VILLAGE (this "Supplemental Declaration") is made effective as of the date of its recordation in the Wake County Registry ("Registry") by **STANDARD PACIFIC OF THE CAROLINAS, LLC**, a Delaware limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the developer of the Salem Village community and has heretofore imposed a Declaration of Covenants, Conditions and Restrictions with respect thereto recorded in Book 14629 at Page 1628 in the Registry (as amended and supplemented from time to time, the "Declaration"); and

WHEREAS, unless otherwise defined herein, all capitalized terms used in this Supplemental Declaration shall have the same meaning as ascribed to such terms under the Declaration; and

WHEREAS, Section 6.03 of the Declaration provides that the Declarant may by Supplemental Declaration assign certain Lots to a "Landscaping Service Area" and require that the Association provide benefits or services to Lots within the Landscaping Service Area that are above and beyond those which the Association generally provides to all Lots, with the cost of

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providing such benefits or services being assessed against the Lots within such Landscaping Service Area as Service Area Assessments; and

WHEREAS, Section 6.03 of the Declaration provides that the specific scope of landscaping services within a Landscaping Service Area will be more particularly defined in a Supplemental Declaration; and

WHEREAS, Declarant wishes to supplement the Declaration to establish the Landscaping Service Area described herein, to designate certain benefits and services to be provided within such additional Landscaping Service Area, and to subject the Landscaping Service Area Lots to additional covenants, restrictions and easements as set forth herein; and

NOW, THEREFORE, Declarant hereby subjects the Lots described on Exhibit A attached hereto and incorporated herein by reference to the provisions of this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration, which shall run with the title to such property and shall be binding upon all Persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon the Association, in accordance with the terms of the Declaration and this Supplemental Declaration. To this end, the Declaration is hereby supplemented, modified and amended as follows.

ARTICLE I

Landscaping Service Area Designation

1.1 The Landscaping Service Area is hereby established to include all Lots identified on Exhibit A attached hereto and incorporated herein by reference ("Landscaping Service Area Lots"). Within the Landscaping Service Area, the Association shall provide additional services to the Landscaping Service Area Lots as set forth more particularly in Article II below. The cost of providing the landscaping services described in Article II as well as reserves for the same shall be assessed against the Landscaping Service Area Lots within the Landscaping Service Area as a Service Area Assessment.

ARTICLE II

Additional Services, Covenants and Easements Applicable to Landscaping Service Area Lots

2.1 Landscaping Responsibilities. Pursuant to the authority granted in the Declaration, the Association shall be responsible for performing, or causing to be performed, on behalf of the Owners of the Landscaping Service Area Lots, the following:

(a) Mowing and edging of grass on a weekly basis during the growing season. Applications of fertilizer (4 times per year) and applications of herbicide (3 times per year) for the grass on an annual basis on the Landscaping Service Area Lots. Each Owner of a

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Landscaping Service Area Lot shall water the grass, plants, trees and landscaping on or immediately adjacent to its Lot in areas that are not otherwise irrigated.

(b) The Association shall have no responsibility for lawns or landscaping within the rear yard of any Landscaping Service Area Lot if the yard has been enclosed by fencing unless the fence is not locked and no pets are in the fenced area, in which event the Association shall provide the landscaping services set forth in Section 2.1(a) within the fenced rear yard; provided, however, the Association shall incur no liability or obligation with regard to latching or locking any fence gates or securing pets within the fenced areas of any Landscaping Service Area Lot. Each Owner shall be solely responsible for securing its fence gates and securing its pets before, during and after the Association's performance of the landscaping work within the fenced rear yards of such Owner's Landscaping Service Area Lot.

Notwithstanding the above, the Board may, upon request of an Owner, permit the Owner to maintain landscaping within the rear yard of the Landscaping Service Area Lot, subject to the right of the Association to reassume responsibility for such maintenance at any time if the Board determines, in its judgment, that the Owner is not maintaining such landscaping to the community-wide standard. If the Board permits an Owner to maintain landscaping within the rear yard of the Owner's Landscaping Service Area Lot, there shall be no reduction or abatement in the Service Area Assessments due on any Landscaping Service Area Lot hereunder by reason of the Owner providing such maintenance.

Maintenance of all other portions of the Landscaping Service Area Lot, including any landscaping or improvements installed by the Owners or occupants of any Landscaping Service Area Lot, shall be the responsibility of the respective Owners.

All maintenance on Landscaping Service Area Lots shall be performed in a manner and on a schedule consistent with the community-wide standard and all applicable covenants.

2.2 Costs. Notwithstanding any contrary provision in the Declaration, the cost of all landscaping services performed by the Association hereunder shall be allocated among all of the Landscaping Service Area Lots within the Landscaping Service Area as a Service Area Assessment.

2.3 Maintenance Easement. The Association shall have a perpetual, non-exclusive easement over the Landscaping Service Area Lots for the purpose of performing its landscaping service responsibilities hereunder and under the Declaration, which easement may be exercised by the Association, its officers, directors, employees, agents and contractors, and entry upon any Landscaping Service Area Lot for such purpose shall not be deemed a trespass.

[Signature Pages Follow]

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IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration on the day and year indicated in the acknowledgement block below.

STANDARD PACIFIC OF THE CAROLINAS, LLC,
a Delaware limited liability company

By: [Signature]
Name: GRAY B. METHVEN
Title: DIRECTOR OF LAND DEVELOPMENT

STATE OF NORTH CAROLINA

COUNTY OF Wake

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: Gray B. Methven

(name of principal(s))

Date: 4/29/13

Jennifer C. Mannina
Official Signature of Notary Public

Jennifer C. Mannina
Notary printed or typed name

My commission expires: 12/16/14

[OFFICIAL SEAL]



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EXHIBIT A

BEING ALL of those certain tracts or parcels of land designated as Lots 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61 and 62, as shown on that certain plat of survey entitled "Major Subdivision Plat for Salem Village, Phase 1B," dated July 11, 2012, prepared by Michael E. Dickerson, Professional Land Surveyor, of Withers & Ravenel, and recorded in Book of Maps 2012, Pages 817-819, Wake County Registry, which plat is referenced for a more particular description.

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