

WAKE COUNTY, NC 545
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/03/2012 AT 15:48:14

BOOK:015042 PAGE:01411 - 01415

Prepared by and return to:
Nexsen Pruet (THJ), 4141 Parklake Ave., Ste. 200, Raleigh, NC 27612

**AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GLENLAKE GARDENS**

THIS AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENLAKE GARDENS (this "Declaration") is made and entered into the day and year below provided by Ashton Raleigh Residential, LLC, a North Carolina limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant submitted certain real property located in Wake County, North Carolina to that certain Declaration of Covenants, Conditions and Restrictions for Glenlake Gardens recorded in the Wake County, North Carolina Office of Register of Deeds (the "ROD") in Book 014898, Page 00243, *et seq.* (the "Declaration"); and

WHEREAS, the Declaration provides that the Declaration may be amended by the Declarant during the Declarant Control Period without the consent of any Owner or Mortgagee upon the condition that such amendment does not have a material adverse effect upon an Owner's title to a Unit or a Mortgagee's security title and interest in a Unit; and

WHEREAS, the "Declarant Control Period," as defined in the Declaration, has not expired, and the proposed amendment by Declarant herein provided does not have a material adverse effect upon an Owner's title to a Unit or a Mortgagee's security title and interest in an Owner's Unit.

NOW, THEREFORE, the undersigned Declarant hereby declares that the Declaration is amended as herein provided and that the Property described in the Declaration shall be held, sold and conveyed, used and occupied subject to the Declaration as hereby amended.

1. **Defined Terms.** Capitalized words and terms used herein shall have the meanings ascribed to them in the Declaration unless otherwise provided herein.

2. Amendment of Section 1.1(v). Section 1.1(v) is deleted and the following substituted in its stead:

(v) "Master Covenants" will mean and refer, collectively, to that certain Declaration of Master Protective Covenants for Glenlake filed of record in Book 10134, Page 937; and to that certain Declaration of Restrictions, Easements and Maintenance Agreement dated June 29, 2005 and filed of record in Book 11444, Page 199, made applicable to the Property by instruments filed of record in Book 12604, Page 305 and in Book 14348, Page 554, which includes, but is not limited to, maintenance of offsite drainage facilities benefitting the Property hereunder in accordance with the terms of that certain Declaration of Pond Maintenance filed of record in Book 8774, Page 798 incorporated therein.

This change is to correct a typographical error in that the reference should be to Book 12604, Page 305 instead of Book 12064, Page 305.

3. Amendment of Section 8.2(b). Section 8.2(b) of the Declaration is deleted in its entirety and a new Section 8.2(b) is substituted therefore, which shall read as follows:

8.2(b) Common Responsibility for Units.

The Association shall provide exterior maintenance upon each Unit as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, mailboxes, fences installed by Declarant or approved by the Association, exterior post lights (excluding electricity therefor), and other exterior improvements. Such exterior maintenance also shall not include glass surfaces, or screens for windows and doors, or any improvements contained within courtyards or areas secured by the owner or the repair or reconstruction of any improvements on any lot, the cost of which repair or reconstruction would be covered by casualty insurance, whether or not a policy of casualty insurance is in effect. A Unit Owner is solely responsible for maintaining casualty and liability insurance coverage upon his or her Unit. The Association shall not be responsible for damage to vegetation planted by a Unit Owner. The Owner shall not plant any vegetation except with the prior written approval of the Association. In the event a Unit Owner selects unusual or exotic vegetation for his Unit, which vegetation necessitates extraordinary maintenance and care by the Association, the Association reserves the right to impose an individual assessment upon the individual Unit Owner for any costs attributable to said extraordinary maintenance and care of his vegetation. It is the responsibility of each Unit Owner to install gates within fences bordering the Unit or parts thereof, including, but not limited to, the rear yard, for access, ingress and egress to and from adjacent Units for landscape maintenance crews. The types and locations of fences and gates therein installed by an Owner are subject to ARC review and approval, as provided in this Declaration.

4. Authority. The undersigned Declarant does hereby declare that it has executed this amendment in accordance with its power and authority set forth in Section 15.2 of the Declaration.

5. Completeness. Except as modified hereby, the Declaration shall remain unchanged and in full force and effect, and this Amendment shall be binding upon and inure to the benefit of all Owners, occupants and users of the properties subject to the Declaration, and their respective heirs, executors, administrators, legal representatives, successors and assigns. This Amendment shall be effective upon filing in the ROD.

[Remainder of Page Purposely Blank]

IN WITNESS WHEREOF, the undersigned, Declarant herein, has hereby caused this instrument to be executed this 30 day of November, 2012.

Ashton Raleigh Residential, L.L.C.,
a North Carolina limited liability company

By: [Signature]
Its: Controller

STATE OF NORTH CAROLINA)
COUNTY OF North Carolina)

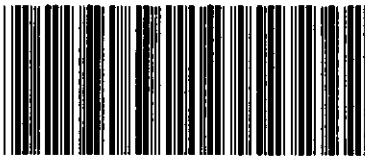
I, Mary Hill Herold, a Notary Public for the said County and State, do hereby certify that William M. Shea personally appeared before me this day and acknowledged that he is Controller of Ashton Raleigh Residential L.L.C., a North Carolina limited liability company, and that he as Controller, being authorized to do so, executed the foregoing instrument on behalf of the company.



[Signature]
Notary Public

[SEAL]

My commission expires: 9-24-16
Mary Hill Herold
Notary Public for the State of North Carolina



BOOK:015042 PAGE:01411 - 01415

**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**

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
_____ # of Pages