BK017875PG00536

WAKE COUNTY, NC
CHARLES P. GILLIAM
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05-19-2020 AT 16:21:23

BOOK: 017875 PAGE: 00536 - 00539

Prepared by and return to:
Michael F. King, Esq. (Vault Box #123)
K&L Gates LLP
Post Office Box 17047
Raleigh, NC 27619-7047

STATE OF NORTH CAROLINA

COUNTY OF WAKE

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AUBURN VILLAGE

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AUBURN VILLAGE (this "Amendment") is effective as of the date of its recordation in the Office of the Register of Deeds for Wake County, North Carolina and is made by **CALATLANTIC GROUP, INC.**, a Delaware corporation ("Declarant").

WHEREAS, Declarant is the Declarant under that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Auburn Village recorded in Book 17473, Page 349, Wake County Registry (the "Declaration").

Article 18, Section 18.10(a) of the Declaration provides that Declarant, during the period of Declarant control, without the consent or joinder of any Owner or Owners other than Declarant, shall have the unilateral right to make any amendments or modifications which Declarant deems necessary or desirable. The 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:

1. Defined Terms. All capitalized terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Declaration.

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.

2. Insurance. The following is hereby added at the end of Section 10.02(a) of the Declaration:

In addition, each Owner shall maintain property insurance on all improvements on all Excluded Property (defined herein) insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, wind and hail, and flood; and the total amount of such insurance after application of any deductibles shall be not less than one hundred percent (100%) of the full insurable replacement value at the time the insurance is purchased and at each renewal date.

Section 10.03(a) of the Declaration is hereby deleted in its entirety and replaced by the following:

(a1) Common Areas. All insurance policies upon the Common Area shall be purchased by the Association for the benefit of all the Association and the Owners and their mortgagees as their interest may appear, and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of Owners.

(a2) Building Shells. A blanket property insurance policy providing "special perils" coverage for the "Building Shell" of each building of Attached Lots ("Attached Lot Building") located on the Property from time to time, in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof (before application of reasonable deductibles). If "special perils" coverage is not available, the Board shall obtain, at a minimum, fire and extended coverage, including coverage for vandalism and malicious mischief, in like amounts. Subject to the provisions of this Article 10, the Association may additionally obtain such other property insurance for the Attached Lots as the Association may determine to be necessary or desirable. For purposes of this Declaration, the "Building Shell" shall consist of the following components of each Attached Lot Building: (.1) all structural components, including the foundation, footers, pilings, girders, beams, supports, walls (including all exterior walls, weight bearing walls, and party walls) and all studs, drywall, sheetrock or gypsum board attached to such walls; all slabs pillars, columns, insulation, exterior finishes or facades attached or affixed to any of the foregoing; all floor slabs; and all roofs, roof trusses, roof support elements, fascia soffits, roofing materials and insulation; (.2) essential and permanent installations and equipment for electrical, plumbing, and mechanical systems, if any, which are utilized for, serve or pass through more than one residence within an Attached Lot Building; (.3) exterior windows, exterior doors in the perimeter walls bounding a residence on an Attached Lot; garage doors, skylights and exterior glass; and (.4) pipes, conduits, ducts, vents and other service and utility lines which are utilized for, serve or pass through more than one residence in an Attached Lot Building; all of the foregoing as shown on the construction plans used to obtain building permits for the Attached Lot Buildings (collectively, the "Insured Attached Lot Property"). Notwithstanding the foregoing, the Insured Attached Lot Property shall not include, and shall specifically exclude the following ("Excluded Property"): all furniture, furnishings, floor coverings, wall coverings and ceiling coverings or other personal property owned, supplied or installed by any Owner, or predecessor in interest; all paint, coating, covering, finish, millwork or other item

applied to, attached to or suspended from the ceiling; all carpeting, tile, slate, wood, parquet, marble, flooring, pain, coating, covering, finish, millwork or other item of flooring; and all paint, tile, wallpaper, finishes, coatings, coverings, millwork or other item applied to, attached to or suspended from the walls or surfaces of a residence in an Attached Lot Building; all additions, alterations, betterments or improvements owned, supplied or installed by any Owner, or predecessor in interest; and all ventilation, air conditioner and heating equipment and duct work for ventilation, heating and air conditioning systems; all plumbing and electrical fixtures, all appliances; all water heaters and built-in cabinets and countertops, and window treatments within any residence in an Attached Lot Building; all electrical, plumbing and mechanical lines, chutes, flues, ducts, conduits, wires, pipes, chases, equipment or other apparatus serving only one residence in an Attached Lot Building; all mechanical, electrical or plumbing equipment located outside the exterior walls of a residence in an Attached Lot Building but located on an Attached Lot; all landscaping on the Attached Lot; and all replacements of any of the foregoing.

3. 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.

[SIGNATURE PAGES FOLLOW]

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

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

DECLARANT:

CalAtlantic Group, Inc.
a Delaware corporation

By: _____
Name: Troy George
Title: Vice President

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: Troy George.

Date: April 29, 2020

My Commission Expires:

May 30, 2024

_____
Notary Public
Print Name: Heather G. Gaster

[Affix Notary Stamp or Seal]

