

WAKE COUNTY, NC 148
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
02/02/2016 14:06:33

BOOK:016283 PAGE:00502 - 00506

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

**AMENDMENT TO SUPPLEMENTAL
DECLARATIONS - SALEM VILLAGE**

THIS AMENDMENT TO SUPPLEMENTAL DECLARATIONS - SALEM VILLAGE (this "Amendment") is made effective as of the date of its recordation in the Wake County Registry ("Amendment Effective Date") 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 Wake County Registry (as amended and supplemented from time to time, the "Declaration"); and

WHEREAS, Declarant established Landscaping Service Areas and subjected certain Lots to such Landscaping Service Areas 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 (as amended, "Supplemental Declaration - Landscaping Service Area 1") and pursuant to the terms of that certain Second Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Salem Village recorded in Book 15254, Page 959, Wake County Registry (as amended, "Supplemental Declaration - Landscaping Service Area 2" and together with the Supplemental Declaration - Landscaping Service Area 1, the "Landscaping Service Area Supplemental Declarations");

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 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 Landscaping Service Area Supplemental Declarations as detailed herein.

NOW, THEREFORE, Declarant, by this Amendment, does hereby amend the Landscaping Service Area Supplemental Declarations 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 Landscaping Service Area Supplemental Declarations.
2. Landscaping Service Area Designation. As of the Amendment Effective Date, the Lots identified on Exhibit A attached hereto and incorporated herein by reference (the "Released Lots") shall hereinafter be released from the terms of the Supplemental Declaration - Landscaping Service Area 1. As such, the Released Lots shall no longer be deemed Landscaping Service Area Lots under the terms of the Supplemental Declaration - Landscaping Service Area 1, and shall no longer receive the benefits of the landscaping services described therein nor be assessed the Service Area Assessments required thereunder.
3. Amendment of Landscaping Service Area Supplemental Declarations. Notwithstanding the provisions of Section 18.10(a) of the Declaration, the Landscaping Service Area Supplemental Declarations may be amended or modified at any time by the vote or written consent of sixty-seven percent (67%) of the Voting Power of the Landscaping Service Area Lots subject to the Landscaping Service Area Supplemental Declarations.
4. Effect of Amendment. The Landscaping Service Area Supplemental Declarations are hereby modified to the extent set forth herein, but only to the extent set forth herein. All provisions of the Landscaping Service Area Supplemental Declarations not modified by this Amendment shall remain in full force and effect in accordance with their original terms as set forth in the Landscaping Service Area Supplemental Declarations.

[Signature Pages Follow]

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

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

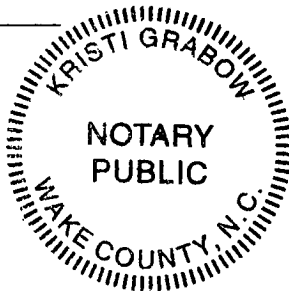
By: [Signature]
Name: TROY J. GEORGE
Title: DIVISION PRESIDENT

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: Troy J. George - Division President.
(name of principal(s))

Date: 1/28/16



[OFFICIAL SEAL]

Kristi Grabow
Official Signature of Notary Public

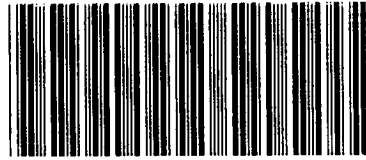
Kristi Grabow
Notary printed or typed name

My commission expires: 9/10/2016

Exhibit A

BEING ALL of those certain tracts or parcels of land designated as Lots 49, 50 and 88, as shown on that certain plat of survey entitled "Major Subdivision Plat for Salem Village, A Portion of Phase 1A," dated December 21, 2011, prepared by Michael E. Dickerson, Professional Land Surveyor, of Withers & Ravenel, and recorded in Book of Maps 2012, Pages 80-81, Wake County Registry, which plat is referenced for a more particular description.

BEING ALL of those certain tracts or parcels of land designated as Lots 67, 69, 70, 71, 72, 73, and 81, 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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Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

Laura M. Riddick
Register of Deeds
Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

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