

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

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]

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))

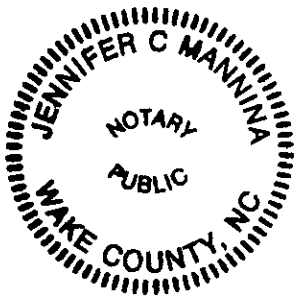
Date: 4/29/13

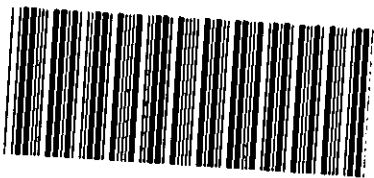
Jennifer C. Mannina
Official Signature of Notary Public

Jennifer C. Mannina
Notary printed or typed name

My commission expires: 12/16/14

[OFFICIAL SEAL]





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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

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