

WAKE COUNTY, NC 188
CHARLES P. GILLIAM
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/06/2018 16:00:41

BOOK:017311 PAGE:00407 - 00412

Prepared by and mail after recording to:
Michael F. King, Esq.
K&L Gates LLP (Vault Box # 123)
P.O. Box 17047
Raleigh, NC 27619

Please index in Grantor index under "Standard Pacific of the Carolinas, LLC" and under "Salem Village Owners Association, Inc." and under "Wojciech Sobocinski and Bianca Bazil"

Please index in Grantee index under "Salem Village" and under "Salem Village Owners Association, Inc." and under "Wojciech Sobocinski and Bianca Bazil"

STATE OF NORTH CAROLINA

COUNTY OF WAKE

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

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SALEM 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 **STANDARD PACIFIC OF THE CAROLINAS, LLC**, a Delaware limited liability company ("Declarant"). **SALEM VILLAGE OWNERS ASSOCIATION, INC.**, a North Carolina non-profit corporation ("Association"), joins in this Amendment to evidence its consent to the terms and conditions hereof. **WOJCIECH SOBOCINSKI** and wife **BIANCA BAZIL** (collectively, the "Lot 431 Owner"), the owners of Lot 431 ("Lot 431") as shown on the plat recorded in Book of Maps 2015, Pages 793-794, Wake County Registry ("Plat") as evidenced by the deed recorded in Book 16291, Page 567, Wake County Registry, join in this Amendment to evidence their consent to the terms and conditions hereof.

Declarant is the Declarant under that certain Declaration of Covenants, Conditions, and Restrictions for Salem Village recorded in Book 14629, Page 1628, in the Registry (as amended, the "Declaration").

Article 18, Section 18.10(a) of the Declaration provides that Declarant, during the period of Declarant control 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, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Declaration is hereby amended as follows:

1. Defined Terms. All capitalized terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Declaration.
2. Maintenance of Lot 431. The Lot 431 Owner desires to construct certain yard improvements within that certain 10' HOA Maintenance Easement located on Lot 431 as shown on the Plat ("Maintenance Easement"), and Declarant and the Association hereby authorize the installation of such yard improvements subject to ACC approval and termination of the Maintenance Easement. To this end, Declarant and Association hereby release and relinquish all rights, title and interest in and to the Maintenance Easement located on Lot 431 and do hereby forever terminate the Maintenance Easement located on Lot 431 and all rights, privileges, easements and obligations thereunder. Neither Declarant nor the Association shall have any further rights, privileges, easements and obligations under the Maintenance Easement located on Lot 431, including, without limitation, any obligation to maintain any retaining wall improvements within such area. As of the recordation of this Amendment in the Wake County Registry, the Lot 431 Owner hereby assumes and shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of any improvements (including any retaining walls and/or fences) located within the terminated Maintenance Easement, which obligation shall be a covenant running with the land and shall burden the Lot 431 Owner and its successors in title.
3. Joinder. The Association joins in this Amendment to evidence its consent to the terms and provisions hereof. The Lot 431 Owner joins in this Amendment to evidence its consent to the terms and provisions hereof and to undertake the obligations set forth herein.
4. 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.

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

Standard Pacific of the Carolinas, LLC,
a Delaware limited liability company

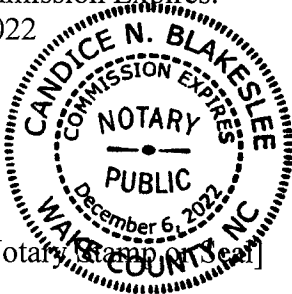
By: [Signature]
Name: Troy J. George
Title: Vice President

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: 9/10/2018

My Commission Expires:
12/06/2022



[Affix Notary Stamp on Seal]

[Signature]
Candice N. Blakeslee, Notary Public

IN WITNESS WHEREOF, the Association joins in the execution of this Amendment to evidence its consent to the terms and conditions hereof.

ASSOCIATION:

Salem Village Owners Association, Inc.,
a North Carolina non-profit corporation

By: [Signature]
Name: Candice N. Blakeslee
Title: 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: Candice N. Blakeslee.

Date: 9.10.18

My Commission Expires:

5.13.23

[Signature]
Notary Public
Print Name: MATTHEW HINKLE

[Affix Notary Stamp or Seal]



IN WITNESS WHEREOF, the Lot 431 Owner joins in the execution of this Amendment to evidence its consent to the terms and conditions hereof and to undertake the obligations set forth herein.

Lot 431 Owner:

Wojciech Sobocinski

Wake County, North Carolina

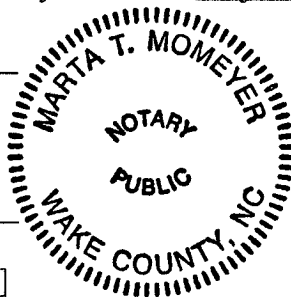
I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Wojciech Sobocinski.

Date: 11/20/2018

My Commission Expires:

10/26/2020

[Affix Notary Stamp or Seal]



Marta T. Momeyer
Notary Public

Print Name: Marta T. Momeyer
Wake County, NC

Bianca Bazil

Wake County, North Carolina

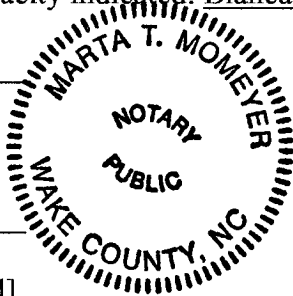
I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Bianca Bazil.

Date: 11/20/2018

My Commission Expires:

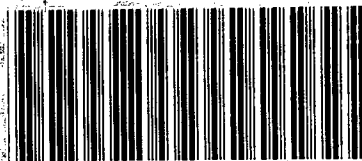
10/26/2020

[Affix Notary Stamp or Seal]



Marta T. Momeyer
Notary Public

Print Name: Marta T. Momeyer
Wake County, NC



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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.

**Charles P. Gilliam
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

_____ 6 # of Pages PRS