

BK 3729 PG 813 - 817

Prepared by and
Return after recording to:

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FIRST AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
SETTLERS POINTE HOMEOWNERS ASSOCIATION

THIS *FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SETTLERS POINTE HOMEOWNERS ASSOCIATION* (this "Amendment") is made by Zebulon Mini-Storage Group LLC, a North Carolina limited liability company (the "Declarant"). This Amendment is made by Declarant pursuant to the terms and authority provided in Article XII of the Declaration of Covenants, Restrictions, and Easements for Settlers Pointe Homeowners Association, recorded at Book 3580, Page 178, Wayne County Registry (the "Declaration").

SDH Raleigh LLC, a Georgia limited liability company, designated as "Approved Builder" pursuant to the Declaration, owns at least one Lot and joins in this Amendment to provide Approved Builder's consent as required by the Declaration.

1. Association's Maintenance Responsibility. Section 7.01 of the Declaration is hereby deleted and replaced in its entirety with the following:

(a) Area of Common Responsibility. Association shall be responsible for maintaining the Area of Common Responsibility, including: (1) any landscaping, grass, plants, shrubs, trees; (2) privately owned utility lines; (3) perimeter fencing; (4) brick retaining walls located on Common Areas or perimeter, (5) mail kiosks or centers, if any, and (6) the inspection and maintenance of storm water drainage facilities and dry detention basins located on and serving the Lots. If that the Association determines that any maintenance which is the responsibility of the Association hereunder is required due to the willful or negligent act of an Owner, or the occupant, family, guest, invitee or lessee of an Owner, then the Association may perform such maintenance and all costs thereof may be assessed to the Owner as a specific assessment. The Association may be relieved of all or any portion of its maintenance responsibilities to the extent that such property is

dedicated to any local, state, or federal government or quasi-governmental entity and said entity accepts the responsibility for maintenance. If of any such assumption, assignment or dedication occurs, however, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is desirable or necessary.

The Board of Directors, in its sole discretion, may leave portions of the Property as undisturbed natural areas and may change the landscaping on the Area of Common Responsibility at any, time and from time to time, including the adding or modifying of landscaping improvements, such as the planting of seasonal flowers.

(b) Lots. The Association is responsible for maintaining the grass, plants, shrubs, trees, and landscaping on the Lots (the "Lawn Maintenance") pursuant to subsection (i) of this Section 7.01(b). All costs thereof may be assessed to Owners as specific assessments.

If the Board determines that the Association shall not be responsible for Lawn Maintenance, Owners shall be responsible for Lawn Maintenance pursuant to subsection (ii) of this Section 7.01(b); provided that if the Board decides to terminate the Association's responsibility for Lawn Maintenance or elects to cease providing Lawn Maintenance, it must provide notice at a meeting of the Members thirty (30) days before it ends Lawn Maintenance.

(i) Lawn Maintenance by Association. The Association shall be responsible for Lawn Maintenance; provided, however, that the Association shall have no responsibility for any Lawn Maintenance inside of Owners' fenced lawn areas. The Association may, but shall not be obligated to, maintain any landscaping improvements that are installed by an Owner with the prior approval of the Board or ARC pursuant to the Declaration, provided that the Association consents in writing to assuming maintenance of such landscaping improvements. Owners may not store any personal property, including, but not limited to, grills, chairs, landscape lighting, or hoses, in any area of the Lot where Lawn Maintenance occurs.

Such Lawn Maintenance shall be provided as a part of a grounds contract for the Property by a lawn company to be selected by the Board. The level of maintenance the Association shall provide shall be in the sole discretion of the Board. The Association shall have no obligation to replace any plant, shrub, tree, or other landscaping for any reason, nor shall the Association be responsible for repair or replacement of any landscaping improvements when such repair or replacement is necessitated by work done by or at the request of any Owner, utility company, or governmental authority.

The Association, and its successors and assigns, shall at all times have the right of access over and upon any Lot for the purpose of Lawn Maintenance and each Owner shall accept title to his or her Lot subject to such right of access.

Or, in the alternate:

(ii) Lawn Maintenance by Owners. Owners shall be responsible for Lawn Maintenance on their Lots, including the maintenance of grass, plants, shrubs, trees, and

landscaping inside and outside of fenced areas and all such responsibilities as provided in Section 7.02(k),

2. Owner's Maintenance Responsibility. Section 7.02(k) of the Declaration is hereby deleted and replaced in its entirety with the following:

(k) All grass, shrubbery, trees, flower beds, vegetation and all other landscaping, either natural or artificial, on each Lot must be properly irrigated at the sole cost of the Owner of each Lot at all times in accordance with the seasons. In any case where a lot abuts a street, the owner must irrigate to the street curb regardless of whether the lot line in fact extends to the street curb. The Owner is responsible for Lawn Maintenance within fenced areas on his or her Lot, which includes, without limitation, all maintenance as is reasonably necessary to obtain and maintain on a consistent and continuing basis a sanitary, healthful and attractive condition and appearance and to eliminate any condition which may create any unsanitary condition or become a harborage for rodents, vermin or other pests, including regular mowing and edging of grass, and subject to the provisions of Section 7.01(b).

2. Capitalized terms in this Amendment not otherwise defined herein shall have the same meaning as provided in the Declaration.

3. Except as expressly modified in this Amendment, every term and provision of the Declaration is ratified and remains in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by its duly authorized officers on the day and year set forth below.

DECLARANT

Zebulon Mini-Storage Group LLC,
a North Carolina limited liability company

By: DM
Name: David M. Perry
Title: Managing Member

STATE OF NORTH CAROLINA
COUNTY OF Wayne

I certify that the following person personally appeared before me this day, acknowledging to me that s/he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: David M. Perry of Zebulon Mini-Storage Group LLC.

Witness my hand and official seal, this the 20th day of April, 2022.
(Official Seal)

Kristy M Kincaid
Notary Public
My Commission Expires: 7/30/2025



CONSENT AND JOINDER

SDH Raleigh LLC, a Georgia limited liability company, is designated as "Approved Builder" in the Declaration and is the owner of at least one Lot subject to Exhibit A of the Declaration.

Approved Builder, acting not as Declarant, but in its capacity as the Approved Builder, hereby consents to this Amendment to the Declaration.

IN WITNESS WHEREOF, Builder has caused this instrument to be executed under seal by its duly authorized officers on this 20 day of April, 2022.

SDH Raleigh LLC

By: [Signature]
Name: Joel Geniesse
Title: President

STATE OF North Carolina
COUNTY OF Wake

I certify that Joel Geniesse personally appeared before me this day, acknowledging to me that s/he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: President, which is President of SDH Raleigh LLC.

Witness my hand and official seal, this the 20 day of April, 2022.
(Official Seal)

Kim Fullerton
Notary Public
My commission expires: 10/11/26

