

Thomas

NORTH CAROLINA)
FORSYTH COUNTY)

AMENDMENT TO DECLARATION OF CONDOMINIUM OF
SALEM SQUARE OWNERS ASSOCIATION, INC.

The following amendment to the Declaration of Condominium of Salem Square Owners Association (recorded in Book 1349, Page 1292) has been approved by an affirmative vote of two-thirds of the Association on March 27, 2002. The Board of Directors acknowledges that such affirmative vote of the unit owners was received on March 27, 2002, duly recognized at a meeting of the Board of Directors on March 28, 2002, and this Amendment shall be effective upon recording.

1. Item 2. Definitions (c) shall be amended as follows:

Remove: "common areas and facilities" – The land within the condominium project; the foundation, columns, girders, beams, supports, main walls, roofs, and entrances and exits and parking areas; all limited common areas and facilities as hereinafter described; installation such as power, light, gas, hot and cold water, existing for common use; heating and air conditioning plants, units, ducts, lines and equipment; and all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use, and all areas and facilities designated as common areas and facilities in the act.

Replace with: "common areas and facilities" – The land within the condominium project; the foundation, columns, girders, beams, supports, main walls, roofs, and entrances and exits and parking areas; all limited common areas and facilities as hereinafter described; installation such as power, light, gas, hot and cold water, existing for common use; and all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use, and all areas and facilities designated as common areas and facilities in the act.

2. Item 3.2 Description of the Buildings and Other Improvements shall be amended as follows:

Remove: The Salem Square Condominium project consists of eleven buildings containing one hundred twenty-five (125) units. The buildings are twelve-plex, one single and one sixteen-plex structures constructed of wood, brick and masonry. Ten buildings are two story buildings. Three of the buildings have basements. The interior partitions between units consist of stud walls faced with sheetrock. The interior floors are of concrete and plywood construction with carpet, vinyl and tile floor coverings. The buildings are supplied with electricity, water, sewage and garbage collection service. There are two heating and air-conditioning systems which furnish heat and air

conditioning to all the buildings. The buildings are more fully depicted in the condominium plat and floor plans, which are annexed hereto and made a part hereof as Exhibit A.

Replace with: The Salem Square Condominium project consists of eleven buildings containing one hundred twenty-five (125) units. The buildings are twelve-plex, one single and one sixteen-plex structures constructed of wood, brick and masonry. Ten buildings are two story buildings. Three of the buildings have basements. The interior partitions between units consist of stud walls faced with sheetrock. The interior floors are of concrete and plywood construction with carpet, vinyl and tile floor coverings. The buildings are supplied with electricity, water, sewage and garbage collection service. The buildings are more fully depicted in the condominium plat and floor plans, which are annexed hereto and made a part hereof as Exhibit A.

3. Item 5.2.1 shall be amended as follows:

Remove: No commercial business shall be permitted within the property other than the renting or leasing of residential units.

Replace with: No commercial business shall be permitted within the property other than the renting or leasing of residential units unless and until specific written approval has been obtained from the Board of Directors.

4. Item 5.2.6 shall be amended as follows:

Remove: No noxious, dangerous, or offensive activity shall be carried on in any unit or in the general or limited common areas and facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to other owners.

Replace with: No noxious, dangerous, illegal, or offensive activity shall be carried on in any unit or in the general or limited common areas and facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to other owners.

5. Item 5.2.11 shall be added:

Add: Satellite dishes, limited to 18" in diameter, are permitted as long as the dishes are not affixed to the building in any way, holes are not drilled for wiring through the building exterior, dishes are placed in limited common areas only and nothing about the dishes and their wiring may be a possible trip hazard or encroach on any common areas.

6. Item 9. Maintenance, Alteration and Improvement shall be amended as follows:

Remove: The maintenance, replacement and repair of the common areas including water, gas and sewer lines, wiring, heating and air conditioning plants, lines, ducts and equipment and other facilities shall be the responsibility of the Board of Directors and the cost thereof shall be a common expense. All incidental damages caused to a unit by the maintenance, replacement and repair of the common areas and facilities or utility services shall be repaired promptly at the expense of the Board of Directors. Replacement of windows, window panes and exterior doors shall be the responsibility of the Board of Directors and shall be a common expense unless the damage causing the replacement was caused by the unit owner, his family, guests, or invitees.

Replace with: The maintenance, replacement and repair of the common areas including water, gas and sewer lines, wiring, lines, and equipment and other facilities shall be the responsibility of the Association and the cost thereof shall be a common expense. All incidental damages caused to a unit by the maintenance, replacement and repair of the common areas and facilities or utility services shall be repaired promptly at the expense of the Board of Directors. Replacement of windows, window panes and exterior doors shall be the responsibility of the Board of Directors and shall be a common expense unless the damage causing the replacement was caused by the unit owner, his family, guests, *tenants* or invitees.

7. Item 9.2 shall be amended as follows

Remove: The unit owners shall have the responsibility to maintain, repair, replace, and keep in a clean and sanitary condition, at the unit owner's expense, all portions of the unit owner's unit, except those portions to be maintained, repaired, and replaced by the Board of Directors. The unit owners shall keep clean and in a sanitary condition their fenced in areas, porches or decks and other limited common areas, if any. Every owner shall perform promptly all maintenance and repair work within his condominium unit which, if omitted, would affect the condominium either in its entirety or in a part belonging to other owners, every owner being expressly responsible for the damages and liability which his failure to do so may engender. The owner of each condominium unit shall be liable and responsible for the maintenance, repair and replacement of all stoves, refrigerators, fans or other appliances or equipment, including all fixtures and/or their connections required to provide water, light, power, telephone, gas, sewage and sanitary service to his condominium. Such owner shall further be responsible and liable for the maintenance, repair and replacement of the interior surfaces of all exterior doors and windows, walls, ceilings and floors within his unit including painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his condominium unit. Owners shall be responsible for maintenance of any improvements in the limited common areas adjacent to their condominium units, to include but not to be limited to patios, porches and fences. The Board of Directors shall set maintenance standards and in the event any individual owner fails to properly maintain the improvements in accordance with such standards, the Board of Directors

shall give the owner written notice of its maintenance requirements and thirty days to meet these requirements. Upon the owner's failure to meet these requirements within the time allowed, the Board of Directors shall cause the maintenance to be done and shall add such cost to the owner's next monthly assessment after such maintenance is completed. The association shall have the right to collect these sums in accordance with this Declaration.

Replace with: The unit owners shall have the responsibility to maintain, repair, replace, and keep in a clean and sanitary condition, at the unit owner's expense, all portions of the unit owner's unit, except those portions to be maintained, repaired, and replaced by the Board of Directors. The unit owners shall keep clean and in a sanitary condition their fenced in areas, porches or decks and other limited common areas, if any. Every owner shall perform promptly all maintenance and repair work within his condominium unit which, if omitted, would affect the condominium either in its entirety or in a part belonging to other owners, every owner being expressly responsible for the damages and liability which his failure to do so may engender. The owner of each condominium unit shall be liable and responsible for the maintenance, repair and replacement of all stoves, refrigerators, fans or other appliances or equipment, including all fixtures and/or their connections required to provide water, light, power, telephone, gas, sewage and sanitary service to his condominium, including, but not limited to, the electrical meter box for the unit, the heating and air conditioning components, and the plumbing fixtures and lines within the walls. The owner of each condominium unit shall not be liable or responsible for the maintenance, repair and replacement of the vertical main drain, unless that owner willfully or negligently causes damage thereto. The owner shall be responsible for the water lines from the cutoff valve and into the unit. Such owner shall further be responsible and liable for the maintenance, repair and replacement of the interior surfaces of all exterior doors and windows, walls, ceilings and floors within his unit including painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his condominium unit. Owners shall be responsible for maintenance of any improvements in the limited common areas adjacent to their condominium units, to include but not to be limited to patios, porches and fences. The Board of Directors shall set maintenance standards and in the event any individual owner fails to properly maintain the improvements in accordance with such standards, the Board of Directors shall give the owner written notice of its maintenance requirements and thirty days to meet these requirements. Upon the owner's failure to meet these requirements within the time allowed, the Board of Directors shall cause the maintenance to be done and shall add such cost to the owner's next monthly assessment after such maintenance is completed. The association shall have the right to collect these sums in accordance with this Declaration.

8. Item 11.7 shall be added:

Add: If an insurance claim is brought against the Association's insurance policy, the deductible amount shall be divided pro-rata between owners of the affected units. The

pro rata division of the deductible amount shall be determined by dividing the individual repair cost for actual damage done to each unit by the aggregate of all such repair costs.

9. Item 16.6 shall be removed:

Remove: The Board of Directors, in establishing the annual budget for operation, maintenance and management of the condominium, shall include a sum to pay for the gas and electricity for operating the heating and air conditioning systems to provide heat and air conditioning for each unit. A unit owner, with written permission from the Board of Directors, may, at his own expense, install his own individual heating and air conditioning system, in which case he will pay for his own utilities and other costs of operating his system, including repairs. If any unit owner installs his own heating and air conditioning systems in accordance with this paragraph, his dues will be reduced by his pro rata portion of the sum to be collected to pay for the gas and electricity used to operate the heating and air conditioning system, based upon his percentage interest in the common property; however, such unit owner will not be exempt from paying his pro rata share of repairs and reserve for replacement of the heating and air conditioning system unless the Board of Directors by unanimous consent agrees to such exemption.

10. 19. Unit Boundaries and Area shall be amended as follows:

Remove: Each condominium unit comprises the interior dwelling area of such unit excluding all spaces or improvements lying or being:

- (1) Beneath the subflooring material of all floors;
- (2) Beneath or behind the sheetrock or other interior surfacing material of all walls;
- (3) Above the sheetrock or other interior surfacing material of the ceilings;

And further excluding all pipes, wires, ducts, conduits, heating or air control equipment, and other facilities for furnishing of utilities, heat, air conditioning and other services.

Replace with: Each condominium unit comprises the interior dwelling area of such unit as well as:

- (1) The electrical meter box for the unit;
- (2) The unit's heating and air conditioning components;
- (3) The units' plumbing fixtures and lines within the walls, up to but not including the vertical main drain; and
- (4) The water lines of the unit from the cutoff valve and into the unit.

Excluded from the condominium unit are all spaces or improvements lying or being:

- (1) Beneath the subflooring material of all floors;
- (2) Beneath or behind the sheetrock or other interior surfacing material of all walls; or

(3) Above the sheetrock or other interior surfacing material of the ceilings;

IN WITNESS WHEREOF, the undersigned has executed this instrument this 20th day of March, 2002.

Salem Square Owners Association, Inc.

By: [Signature]
President Treasurer



By: Orna D. Kennedy
Secretary

STATE OF NORTH CAROLINA)
FORSYTH COUNTY)

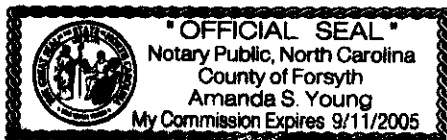
This 5th day of April A.D., 2002, personally came before me Amanda S. Young Notary Public, Orna D. Kennedy who, being by me duly sworn, says that she knows the common seal of Salem Square Owners Association, Inc., and is acquainted with _____, who is the President of said Corporation, and that she, the said _____, is the Secretary of the said Corporation, and saw the said President sign the foregoing or annexed instrument, and saw the said Common Seal of said Corporation affixed to said instrument by said President, and that he/she, the said _____ signed her name in attestation of the execution of said instrument in the presence of said President of said Corporation.

I certify that I am not a party to the attached instrument.

WITNESS my hand and notarial seal, this 16th day of April A.D. 2002.

Amanda S. Young
Notary Public

SEAL:



My commission expires 9/11/2005

STATE OF NC - FORSYTH CO

The foregoing certificate(s) of:

Amanda S. Young
NP(s)

is/are certified to be correct at the date of recordation shown on the first page thereof.

Dickie C. Wood, Register of Deeds by: Thomas Deputy/Asst