

WAKE COUNTY, NC 646
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/17/2007 AT 16:27:42

BOOK:012796 PAGE:01665 - 01669

STATE OF NORTH CAROLINA : SECOND AMENDMENT
COUNTY OF WAKE : TO
DECLARATION

Prepared by and Return to: Alison R. Cayton, Manning, Fulton & Skinner, P.A.
Post Office Box 20389, Raleigh, North Carolina 27619-0389

THIS SECOND AMENDMENT TO DECLARATION is made this 15th day of October, 2007 by **Hasentree Corp.**, a North Carolina corporation (the "Declarant");

W I T N E S S E T H

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, Easements and Restrictions for Hasentree dated and recorded May 2, 2006 in Book 11938, page 2314 as amended in Book 12412, page 1310 Wake County Registry (herein "Declaration"); and

WHEREAS, the Class B membership has not terminated and Declarant is entitled to cast at least 67% of the votes of the Association; and

WHEREAS, Declarant desires to amend the Declaration pursuant to authority provided in Section 5 of Article XVI therein; and

WHEREAS, in Article XIII, Section 4 of the Declaration, the Declarant reserved the right to subject the Property including the Common Elements to a contract with a private provider of water and sewer services for the installation, maintenance, repair and replacement of facilities in connection with the water and sewer services; and

WHEREAS, the purpose of this Amendment is to subject the Lots to an easement for installation, maintenance, repair and replacement of facilities in connection with sewer services to the Lots.

NOW THEREFORE, in consideration of the benefits to the Property, Declarant does hereby amend the Declaration as follows:

1. There shall be new sections to Article I as follows:

Section 25. "Grinder Pump Station" shall mean the wastewater grinder pump, tank and controls to be located on each Lot near the structure into which the wastewater enters and is then pumped into the appropriate wastewater collection system for that Lot.

Section 26. "Heater" shall mean Heater Utilities, Inc., a South Carolina corporation

Section 27. "Service Line" shall mean the portion of the individual wastewater line for which Heater will assume maintenance responsibility. The Service Line shall include only that portion of the line that extends from the Grinder Pump Station near the structure to Heater's wastewater main at or near the street. The portion of the line extending from the structure to the Grinder Pump Station shall not be included in the term "Service Line."

1. There shall be a new Section 17 added to Article XIII of the Declaration which states as follows:

Section 17. Grinder Pump Station Easement.

a. Each Lot served by a pressure wastewater main shall have a standardized Grinder Pump Station, the design of which must be pre-approved by Heater and the North Carolina Division of Water Quality. The Lot Owner shall make a request for service at its Lot whereupon Heater shall arrange for the installation by an outside contractor of Heater's choice of the Grinder Pump Station to serve that Lot and shall coordinate the installation thereof. Each Lot Owner shall be required to pay the outside contractor the entire costs for such installation, including all applicable inspection fees and start up fees. No fees for the installation of the Grinder Pump Stations shall be paid to Heater. Each Grinder Pump Station shall be owned by Heater, and Heater shall be responsible for the maintenance, repair and replacement of such Grinder Pump Station. Heater may apply to the North Carolina Utilities Commission for approval of a surcharge to recover the cost of maintaining, repairing and replacing the Grinder Pump Stations. Additionally, should any person place into the Grinder Pump Station any materials or objects that interfere with the operation of the Grinder Pump Station, Heater may charge and collect from the person the actual cost of the repairs and/or replacement of the Grinder Pump Station. Heater shall not be responsible for providing power for the Grinder Pump Stations, but power shall be provided through the individual electric service serving each Lot at the Lot Owner's expense. Heater shall not reimburse lot owners for any portion of their electric bill. Heater shall not be responsible for providing an emergency generator when there are power outages, nor shall there be any liability to Heater should a portable generator not be connected to the Grinder Pump Station during a power outage.

b. There shall be established a perpetual easement in favor of Heater for ingress, egress, regress, and access to install, operate, repair, maintain and replace the Service Line having a total width of ten (10) feet centered on each Service Line. There shall be established in favor of

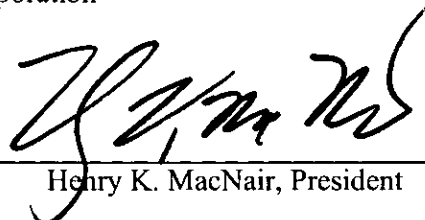
Heater a perpetual easement for ingress, egress, regress, and access to install, operate, repair, maintain and replace the Grinder Pump Station having a fifteen (15) foot diameter circle centered at the center of each Grinder Pump Station.

c. Following completion of the initial installation of any Grinder Pump Station, Heater shall operate, maintain, repair and replace the components of the Grinder Pump Stations and Service Lines. The Lot Owner shall be responsible for the operation, maintenance, repair and replacement of that portion of the collection line from the residence or other improvement on the Lot to the Grinder Pump Station. NEITHER HEATER NOR DECLARANT SHALL HAVE ANY RESPONSIBILITY OR LIABILITY WHATSOEVER SHOULD A PORTABLE GENERATOR DURING A POWER OUTAGE NOT BE CONNECTED TO THE GRINDER PUMP STATION TO KEEP IT FROM OVERFLOWING OR BACKING UP.

2. In the event of any conflict or inconsistency between the terms of this Amendment and the Declaration, the terms of this Amendment shall prevail, and the term "Declaration" shall hereafter mean the Declaration as modified by this Amendment. Except as herein modified, all terms and provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect throughout the original and extended term of the Declaration, and Declarant does ratify and affirm the provisions thereof.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

Hasentree Corp., a North Carolina
corporation

By: 

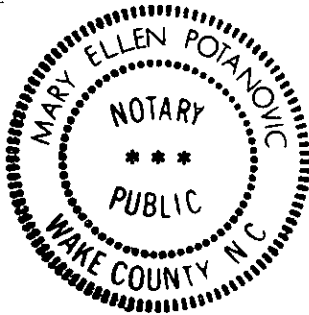
Henry K. MacNair, President

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, the undersigned Notary Public, certify that Henry K. MacNair personally came before me this day and acknowledged that he is President of **Hasentree Corp.**, a North Carolina corporation, and that he as President, being so authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and Notarial Stamp/Seal this 15th day of October, 2007.



Mary Ellen Potanovic

Notary Public

Typed or Written Name: MARY ELLEN POTANOVIC

My Commission Expires: 6-15-08



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

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