

WAKE COUNTY, NC 550
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
08/30/2007 AT 15:12:39

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PREPARED BY AND MAIL TO: AARON D. GARRETT, ATTORNEY AT LAW
276 West Millbrook Road, Raleigh, NC 27609

STATE OF NORTH CAROLINA	SUPPLEMENTAL DECLARATION AND
	SECOND AMENDMENT OF COVENANTS,
	CONDITIONS AND RESTRICTIONS
COUNTY OF WAKE	FOR THE PARKER FALLS NORTH
	AND THE PARKER FALLS SOUTH
	SUBDIVISIONS

THIS SUPPLEMENTAL DECLARATION AND SECOND AMENDMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PARKER FALLS NORTH AND THE PARKER FALLS SOUTH SUBDIVISIONS, made and entered into this 10th day of August, 2007 by TEAGUE HANKINS DEVELOPMENT, CORP, a North Carolina corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant has heretofore filed that certain instrument entitled "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PARKER FALLS NORTH SUBDIVISION", said instrument being recorded on the 22nd day of June, 2005 in Book 11425, Page 2690, and amended in Book 11533, Page 892, all of the Wake County Registry, North Carolina (said instrument, as amended, being hereinafter referred to as the "Parker Falls North Declaration"); and

WHEREAS, Declarant has heretofore filed that certain instrument entitled "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PARKER FALLS SOUTH SUBDIVISION", said instrument being recorded on the 22nd day of June, 2005 in Book 11425, Page 2666, and amended in Book 11533, Page 897, all of the Wake County Registry, North Carolina (said instrument, as amended, being hereinafter referred to as the "Parker Falls South Declaration"); and

WHEREAS, the aforescribed "Parker Falls North Declaration" and the "Parker Falls South Declaration" shall hereinafter be collectively referred to as the "Parker Falls Declarations"; and

WHEREAS, paragraph A of Article II of the "Parker Falls North Declaration" provides in part that "The Declarant shall have the right to annex into and bring within the scheme of the Declaration additional properties which are located within any phase of PARKER FALLS NORTH SUBDIVISION, or any property which is contiguous at any point with the Property or any additions to the Property"; and

WHEREAS, pursuant to paragraph B of Article II of the "Parker Falls North Declaration", additions to the Property authorized under paragraph A of Article II of the declaration shall be made by filing of record in the Office of the Register of Deeds of Wake County, North Carolina, a "Supplemental Declaration of Covenants, Conditions and Restrictions (the 'Supplemental Declaration') with respect to the additional property, which said Supplemental Declaration shall describe the property being annexed"; and

WHEREAS, the "Declarant" is the owner of all of the real property described in Exhibit "A" attached hereto, which said Exhibit "A" is incorporated herein by reference, and the real property described in the attached Exhibit "A" is contiguous to the Property described in the Declaration; and

WHEREAS, pursuant to the authority set forth in paragraph A of Article II of the Declaration, Declarant desires to bring the real property described in the attached Exhibit "A" (the "additional property") within the plan, scope and operation of the "Parker Falls North Declaration" and

WHEREAS, pursuant to Paragraph A of Article XII of both the "Parker Falls North Declarations" and the "Parker Falls South Declaration" "for so long as the Declarant, its successors and/or assigns shall own any "Declarant's Property", Declarant, its successors and/or assigns, shall have the right to revoke or amend any of the terms and provisions of the Declaration, so long as such revocation and/or amendment is not in violation of the ordinances of the County of Wake, North Carolina"; and

WHEREAS, Declarant still owns "Declarant's Property" as defined in the "Parker Falls North Declaration"; and

WHEREAS, in order to comply with certain requirements of the County of Wake it is necessary for Declarant to amend each of the "Parker Falls Declarations".

NOW, THEREFORE, Declarant hereby declares as follows:

- A. that Article VI of each of the "Parker Falls Declarations" are hereby by adding the following new Paragraphs "D", "E", "F" and "G" at the end of said Article VI:

"D". Definitions. The term "Septic Easement Areas" as used herein shall be deemed to include and shall mean those certain areas depicted as "54S", "55S1", "55S2", "20' SEPTIC EASEMENT" and "15' SEPTIC EASEMENTS" on the recorded plats of that certain addition to Parker Falls North Subdivision known as "PARKER FALLS NORTH PHASE

2" referred to in the attached Exhibit A. The purpose of the Septic Easement Areas is to provide for a means to transport sewage from Lots 54 and 55 as depicted on the recorded Plats to each Lot's corresponding separate Septic Easement Area shown on the recorded Plats as "54S" and "55S1" and 55S2". The term "General Failure" as used herein shall be deemed to mean and shall mean a break, leak or other interference with the flow of sewage through the pipes located within the Septic Easement Areas described above caused by an event that affects any of the individual sewer lines located in the Septic Easements."

"E. Easement for Sewer Line and Maintenance. The Declarant, for itself, its successors and assigns and for the Owners of Lots 54 and 55 of Parker Falls North Phase 2 reserves the following easements: Lots 54, 55 and 56 and Septic Easement Areas "54S", "55S1", "55S2" and PERMANENT OPEN SPACE 2, all as depicted on the recorded plats of survey of PARKER FALLS NORTH PHASE 2 described in the attached Exhibit A (hereinafter referred to as the "Plats"), are and shall hereafter be subject to the Septic Easements as shown and depicted on the Plats. An individual sewer line is to be installed in and under a 20 foot Septic Easement over the northern line of Lot 56 and in and under a 15 foot Septic Easement that crosses that certain street known as "Bryant Falls Court" and runs over the eastern portion of PERMANENT OPEN SPACE 2, all as depicted on the Plats. These Septic Easements are for the sole purpose of providing sewage access for the Owner(s) of Lot 55 to a separate off-site Septic Easement for the sewer field for said Lot 55 situated in and under a portion of PERMANENT OPEN SPACE 2 and depicted as "55S1" on the Plats. In addition, Lot 55 shall have one of its septic fields in the Septic Easement Area situated in the northern portion of PERMANENT OPEN SPACE 3 and depicted as "55S2" on the Plats. Lot 54 shall have its septic fields in the Septic Easement Area situated in the southern portion of PERMANENT OPEN SPACE 3 and depicted as "54S" on the Plats. The easements reserved herein shall be a perpetual right and easement to install and maintain within said easement areas underground sewage lines to serve Lot 54 and Lot 55 described in the attached Exhibit A and the perpetual right of the Owners of said Lots 54 and 55 to go upon said respective easements, whenever the same is reasonably necessary, for the purpose of installing, inspecting, maintaining, repairing and reinstalling said sewer lines and components."

"F. Liability for Repairs and Maintenance. The Owner(s) of Lot 54 shall be responsible for the maintenance and proper functioning of the separate sewer lines and the septic system components on Lot 54 and within the Septic Easement Area depicted as "54S" on the Plats. The Owner(s) of Lot 55 shall be responsible for the maintenance and proper functioning of the separate sewer lines and the septic system components on Lot 55 and within the Septic Easement Area depicted as "55S1" and "55S2" on the Plats and within the 15 foot and 20 foot Septic Easements used to reach Septic Easement Area "55S1". Any malfunction, including "General Failure" as defined herein, shall be the responsibility of the individual Lot Owner so affected and said Lot Owner shall be liable to reimburse the Parker Falls Homeowners Association, Inc. (the "Association") for any and all expense the Association might incur or suffer in correcting or repairing said malfunction, including reasonable attorney fees and

court costs. Neither Wake County nor the State of North Carolina will be liable for any accidents or damage caused by encroachment within the street rights-of-way within the Subdivision and the Lot Owner of Lot 55 shall hold harmless the public and indemnify Wake County and the State of North Carolina from such liability. Septic Easement Areas shall be kept in a neat, clean, attractive and safe condition. Damaged, unsafe or dead plants within the Septic Easement Areas must be removed by the Lot Owner responsible for such Septic Easement Area. Notwithstanding the foregoing, it is the intent of this provision that the Association shall maintain any landscaping, including grass mowing, on Septic Easement Areas "55S1" and within the 15 foot Septic Easement in PERMANENT OPEN SPACE 2, and that the Lot Owner of Lot 56 shall maintain any landscaping, including grass mowing, within the 20 foot Septic Easement on said Lot 56. The Lot Owner of Lot 56 shall do nothing which would damage or interfere with the normal operation of the sewer lines within said 20 foot Septic Easement and will indemnify and hold the Lot Owner of Lot 55 harmless for any such damages cause by the Lot Owner of Lot 56, including attorney fees and court costs incurred by the Lot Owner of Lot 55. The Lot Owner of Lots 54 shall be responsible for maintaining the landscaping, including grass mowing, within Septic Easement Area "54S". The Lot Owner of Lots 55 shall be responsible for maintaining the landscaping, including grass mowing, within Septic Easement Area "55S2". "

"G. RESTRICTIONS ON SEPTIC EASEMENT AREAS. FOR SO LONG AS THEY ARE REQUIRED AS WASTEWATER DISPOSAL AREAS THE FOLLOWING RESTRICTIONS SHALL APPLY TO THOSE SEPARATE SEPTIC EASEMENT AREAS DESIGNATED AS "54S", "55S1" AND "55S2" ON THE RECORDED PLATS OF THE ADDITION TO PARKER FALLS NORTH SUBDIVISION KNOWN AS PARKER FALLS NORTH PHASE 2: Septic Easement Areas "54S", "55S1" and "55S2" shall not be buildable areas and shall serve exclusively as offsite wastewater disposal areas for Lots 54 and 55. Septic Easement Areas "54S", "55S1" and "55S2" shall be used only for the installation, maintenance or repair of subsurface wastewater disposal systems serving their respective building Lots 54 and 55. Other land uses not specifically approved by the Wake County Department of Environmental Services are prohibited. All future Owners of the Lots depicted on the recorded Plats referred to in the attached Exhibit A shall provide affirmative access as indicated on the said Plats for installation, maintenance or repair of any subsurface wastewater disposal system serving a Lot depicted on the recorded Plats. All costs of installation, repair, operation and/or maintenance for the subsurface wastewater disposal systems and all components thereof shall be the sole responsibility of the Lot Owner controlling and owning the systems, his heirs, successors and assigns.

- B. that the real property described in the attached Exhibit "A" is and shall be held, transferred, sold and conveyed subject to all of the terms and provisions of that certain instrument entitled "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PARKER FALLS NORTH SUBDIVISION" recorded in Book 11425, Page 2690, as amended in Book 11533, Page 892, all of the Wake County Registry, North Carolina, and as further amended herein; that said real

property shall be subject to all of the terms, requirements, restrictions and conditions of said Declaration, the provisions of which are incorporated herein by reference as if fully set out; that the terms and provisions of said Declaration, as amended herein, shall inure to the benefit of each and every owner of each of the lots described in the attached Exhibit "A", their heirs, successors and assigns, and shall be binding on each and every one of them; and that said terms and provisions shall run with the title to the real property described in the attached Exhibit "A";

C. Except as amended herein, all of the remaining terms and provisions of the Parker Falls Declarations shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration and Second Amendment the day and year first above written.

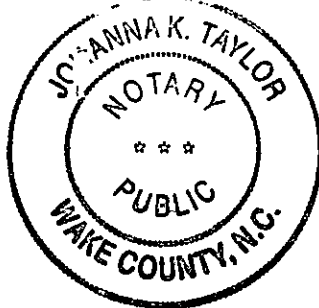
Teague-Hankins Development, Corp.,
a North Carolina corporation

By:

Thomas C. Hankins
Thomas C. Hankins,
President

STATE OF NORTH CAROLINA

COUNTY OF WAKE



I, Johanna K. Taylor, a

Notary Public for the County and State aforesaid, hereby certify that THOMAS C. HANKINS personally came before me this day and acknowledged that he is President of TEAGUE-HANKINS DEVELOPMENT, CORP., a North Carolina corporation, and that by authority duly given and as the act of said corporation, the foregoing instrument was signed in its name by him as its _____ President.

WITNESS my hand and official seal, this the 27th day of August, 2007.

Notarial Seal)

Johanna K. Taylor

Notary Public

My commission expires: 11/05/2010

Typed/Printed Name of Notary Public:

JOHANNA K. TAYLOR

CONSENTED AND AGREED TO:

The undersigned PARAGON COMMERCIAL BANK, a North Carolina banking corporation (hereinafter referred to as the "Bank"), and MATTHEW C. DAVIS, Trustee, hereby each acknowledge each and every term and provision of the foregoing Supplemental Declaration and Second Amendment and each agrees that the lien of the Bank's two (2) Deed of Trust on the Property described in the Deeds of Trust recorded in Book 11883, Page 875, and Book 11883, Page 885, all of the Wake County Registry, North Carolina, shall be and are hereby subordinated to all the terms and provisions of the foregoing Supplemental Declaration and Second Amendment.

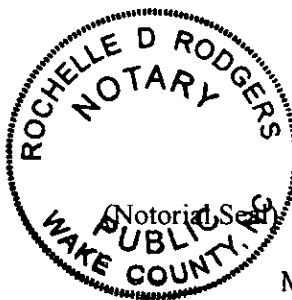
N WITNESS WHEREOF, the Trustee has hereunto set his hand and seal and the Bank has caused this instrument to be signed in its corporate name by its duly authorized officers and its corporate seal to be hereunto affixed by authority of its Boards of Directors, this the 27th day of August, 2007.

PARAGON COMMERCIAL BANK,
a North Carolina banking corporation

[Signature] (SEAL)
MATTHEW C. DAVIS, Trustee

By: Terry M. Pope
S. V. President

NORTH CAROLINA
Wake COUNTY

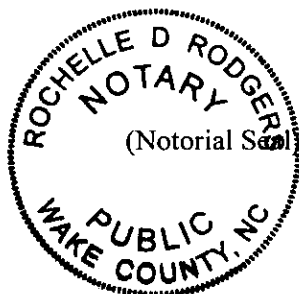


I, Rochelle D Rodgers, a Notary Public for the County and State aforesaid, hereby certify that MATTHEW C. DAVIS, Trustee, personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. WITNESS my hand and official seal, this the 27th day of August, 2007.

[Signature]
Notary Public

My commission expires: 01-16-2012
Typed/Printed Name of Notary Public: Rochelle D Rodgers

NORTH CAROLINA
Wake COUNTY



I, Rochelle D Rodgers, a Notary Public for the County and State aforesaid, hereby certify that Terry M. Pope personally came before me this day and acknowledged that he/she is S. V. President of PARAGON COMMERCIAL BANK, a North Carolina banking corporation, and that by authority duly given and as the act of said corporation, the foregoing instrument was signed in its name by him/her as its S. V. President. WITNESS my hand and official seal, this the 27th day of August, 2007.

[Signature]
Notary Public

My commission expires: 01-16-2012
Typed/Printed Name of Notary Public: Rochelle D Rodgers

EXHIBIT A
(LEGAL DESCRIPTION)

Lying and being in Barton's Creek Township, Wake County, North Carolina, and being more particularly described as follows:

TRACT 1: PARKER FALLS NORTH – PHASE 2 RESIDENTIAL LOTS

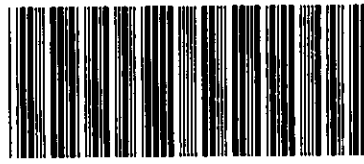
BEING all of Lots 43, 44, 45, 46, 54, 55, 56, 57 and 58 of PARKER FALLS NORTH - PHASE 2, as shown and identified on that certain plat of survey entitled "SUBDIVISION MAP: PARKER FALLS NORTH PHASE 2 LOT 43 – 46 & 54 – 58 A 'CLUSTER' SUBDIVISION" by Sullivan Surveying, dated 30 August, 2006 and recorded in Book of Maps 2007, Page ~~02047~~ ⁰²⁰⁴⁸, Wake County Registry, North Carolina, to which plat reference is hereby made for a more particular description.

TRACT 2: PARKER FALLS NORTH – PHASE 2 RESIDENTIAL LOTS

BEING all of Lots 47, 48, 49, 50, 51, 52 and 53 of PARKER FALLS NORTH - PHASE 2, as shown and identified on those certain plats entitled "SUBDIVISION MAP: PARKER FALLS NORTH PHASE 2 LOT 47 – 53 A 'CLUSTER' SUBDIVISION" by Sullivan Surveying, dated 30 August, 2006 and recorded in Book of Maps 2007, Pages ~~02047~~ ⁰²⁰⁴⁸, Wake County Registry, North Carolina, to which plat reference is hereby made for a more particular description.

TRACT 3: PARKER FALLS NORTH – PHASE 2 COMMON AREAS

BEING all of the property shown, designated and depicted as "PERMANENT OPEN SPACE 1 (3,004 S.F./0.0690 ACRES)", "PERMANENT OPEN SPACE 2 (23,647 S.F./0.5429 ACRES)", "PERMANENT OPEN SPACE 2 (148,215 S.F./3.4026 ACRES)" and which includes "Septic Easement Lot 55S1", "PERMANENT OPEN SPACE 3 (66,699 S.F./1.5312 ACRES)" and which includes "Septic Easement Lot 54S" and "Septic Easement Lot 55S2", "PUBLIC DRAINAGE EASEMENT", "100' WELL EASEMENT", "20' ACCESS EASEMENT, 20' Septic Easement over Lot 56 to serve Lot 55, and "15' SEPTIC EASEMENT TO SERVE LOT 55", all as shown and depicted on those certain plats of survey of "PARKER FALLS NORTH PHASE 2" by Sullivan Surveying, dated 30 August, 2006 and recorded in Book of Maps 2007, Pages ~~02047~~ and ~~02048~~, Wake County Registry, North Carolina, to which plats reference is hereby made for a more particular description.



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

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