

BOOK: 019194 PAGE: 02421 - 02426

Prepared by / Upon recording, please return to:

Jo Anne P. Stubblefield
Hyatt & Stubblefield, P.C.
1979 Lakeside Parkway, Suite 250
Atlanta, GA 30084

INDEXING NOTE TO CLERK'S OFFICE:

Please index in Grantor index under "NASH Wendell Falls, LLC"
Please index in Grantee index under "Wendell Falls." and "Wendell Falls Community Association, Inc."
Please cross-reference to Declaration at Book 15834, Page 1690

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WENDELL FALLS**

(PHASE 10B, COMMON AREAS #86, #87, #88, ALLEY 13 AND R/W)

This Supplemental Declaration of Covenants, Conditions and Restrictions for Wendell Falls ("**Supplement**") is made by NASH Wendell Falls, LLC, a Delaware limited liability company (the "**Declarant**").

Background Statement

The Declarant is the developer of the planned community located in Wake County, North Carolina known as Wendell Falls. The Declarant executed and filed that certain Declaration of Covenants, Conditions, and Restrictions for Wendell Falls recorded on November 10, 2014 in Deed Book 15834, Page 1690, *et seq.*, in the Office of the Register of Deeds of Wake County, North Carolina ("**ROD Office**"), which has been amended by that instrument recorded November 29, 2016 at Book 16618, Page 1624, *et seq.* and by that instrument recorded August 24, 2018 at Book 17224, Pages 194, *et seq.* (as now and hereafter amended and supplemented, the "**Declaration**").

Pursuant to Sections 9.1 and 9.3 of the Declaration, the Declarant reserved the right to expand the Wendell Falls residential community by recording one or more Supplemental Declarations submitting to the terms of the Declaration all or any portion of the property described on Exhibit "B" of the Declaration ("**Expansion Property**") and/or imposing on the property described therein additional covenants and easements, with the consent of the owner of such property (if not the Declarant).

The property described on Exhibit "A" to this Supplement (the "**Additional Property**") is a portion of the Expansion Property described on Exhibit "B" to the Declaration.

As the owner of the Additional Property, the Declarant desires to submit the Additional Property to the terms of the Declaration and this Supplement.

NOW, THEREFORE, the Declarant hereby submits the real property described on Exhibit "A" of this Supplement to the provisions of the Declaration and this Supplement, which shall hereafter encumber the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplement shall also be binding upon Wendell Falls Community Association, Inc., a North Carolina nonprofit corporation (the "**Association**"), in accordance with the terms of the Declaration.

ARTICLE I **Definitions**

The definitions set forth in the Declaration are incorporated by reference in this Supplement.

ARTICLE II **Designation of Service Areas**

Pursuant to Section 7.3 of the Declaration, all or portions of the Additional Property have been assigned to the Service Area(s), if any, described on Exhibit "A" to this Supplement.

ARTICLE III **Additional Covenants, Restrictions and Easements**

The additional covenants, restrictions and easements, if any, set forth in Exhibit "B" of this Supplement shall apply to the Additional Property and shall be binding upon the owners and occupants of Units within the Additional Property, their guests and invitees, in addition to the terms of the Declaration, except to the extent that applicability is limited by the express terms of Exhibit "B" to Units within any Service Area identified on Exhibit "A".

ARTICLE IV Amendment

4.1 By the Declarant.

Until termination of the Class "B" Control Period, the Declarant may unilaterally amend this Supplement for any purpose. Thereafter, until termination of the Development and Sale Period, the Declarant may unilaterally amend this Supplement to reflect any revisions or amendments to any plats referenced on Exhibit "A," and, provided the amendment has no material adverse effect upon any right of any Owner without such Owner's consent in writing, for any other purpose.

Notwithstanding this reserved right, a revision or amendment to a plat shall not require an amendment to this Supplement so long as no property is added or excluded from the plat by the revision or amendment thereto. The Declarant reserves the right to record revised, amended, or additional plats that only affect internal boundaries between lots, combine lots, or subdivide lots shown on the original plat and, so long as they do not alter the overall property submitted to the Declaration by this Supplement, such revised, amended or additional plats shall not necessitate an amendment to this Supplement.

4.2. By Owners.

Except as otherwise specifically provided in this Article IV, any amendment to the provisions set forth on Exhibit "B" of this Supplement shall require the affirmative vote or written consent, or any combination thereof, of Owners of at least 67% of the Units to which such provisions apply, and the written consent of the Association, acting through its board of directors. Any other amendment to this Supplement may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners of at least 67% of the Units within the Additional Property and the written consent of the Association, acting through its board of directors. In addition, so long as the Declarant owns any Unit within the Additional Property, the consent of the Declarant shall be required to amend this Supplement in any manner.

4.3. Validity and Effective Date.

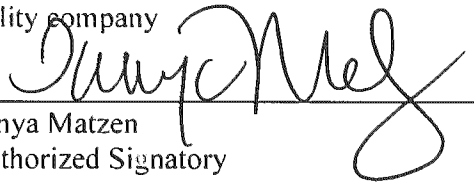
No amendment may remove, revoke, or modify any right or privilege of the Declarant or without the written consent of the Declarant (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Supplement, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording, unless a later effective date is specified in the amendment. No action to challenge the validity of an amendment may be brought more than two years after its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplement.

In witness of the foregoing, the Declarant has executed this Supplemental Declaration on the 8th day of November, 2022.

DECLARANT: NASH WENDELL FALLS, LLC, a Delaware limited liability company

By: 

Name: Tanya Matzen

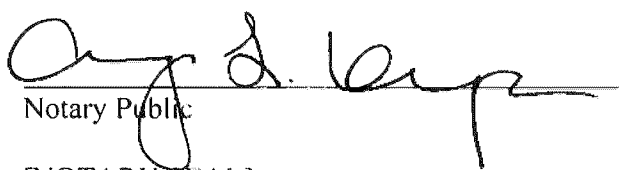
Its: Authorized Signatory

STATE OF NORTH CAROLINA)

COUNTY OF Wake)

I, Amy L. Kingre, a Notary Public in and for Orange County, North Carolina, certify that Tanya Matzen personally came before me this day and acknowledged that she is an Authorized Signatory of NASH WENDELL FALLS, LLC, a Delaware limited liability company, and that by authority duly given and as the act of said limited liability company, she executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal, this 8 day of Nov, 2022.


Notary Public

[NOTARY SEAL]

My Commission Expires:

10/23/2025

530410 cad... Supp Decl - Pfi 1/28/17 722 ips

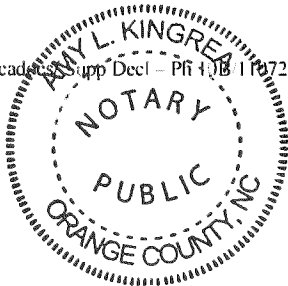


EXHIBIT "A"

Additional Property

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Wake County, North Carolina, and being more particularly described on that certain Final Subdivision, Right-of-Way and Easement Plat of WENDELL FALLS DEVELOPMENT PHASE 10B recorded on October 21, 2022, in Book of Maps 2022, Pages 1930 - 1934, in the office of the Register of Deeds of Wake County, North Carolina, and as such plat may be revised from time to time ("**Phase 10B Plat**").

Service Area Assignments:

None.

EXHIBIT "B"

Additional Covenants, Restrictions, and Easements

1. Private Drainage Easements.

(a) The Declarant hereby establishes and grants perpetual, nonexclusive easements appurtenant to each portion of the Additional Property over, through and under those portions of the Additional Property shown as private drainage easements or "PVTDE" on the Phase 10B Plat referenced in Exhibit "A" (each a "**Private Drainage Easement**"), for the natural flow of stormwater over, under and through the Private Drainage Easements, and an easement in gross in favor of the Association as reasonably necessary or convenient for access to and performance of its maintenance responsibilities under Section 7.2(a) of the Declaration and Section 2 below.

(b) Each Owner of a Unit burdened by any portion of a Private Drainage Easement shall be responsible for installing and maintaining landscaping within that portion of the easement which burdens such Owner's Unit, shall keep such portion free and clear of obstructions that interfere with the flow of stormwater through such easement, and, subject to such approval as required under Article IV of the Declaration, shall be responsible for taking such steps as the Owner may deem necessary to control erosion on its Unit and protect such Owner's personal property and improvements from damage due to stormwater flows resulting from storm events.

(c) Each Owner, by acceptance of a deed to a Unit, acknowledges that severe weather events may occur from time to time which cause stormwater flows to exceed the capacity of the Private Drainage Easements and any facilities and improvements therein. Neither the Declarant nor the Association shall have any liability for any damage to personal property or improvements on any Unit resulting from such weather events resulting in stormwater flows that exceed the capacity of the stormwater facilities within any private drainage easement.

2. Maintenance of Private Drainage Facilities. Unless and until responsibility for maintenance of a Private Drainage Easement is accepted by a governmental body, the Association shall be responsible for maintaining any pipes, lines, or other drainage structures or facilities installed by the Declarant within the Private Drainage Easements and any replacements thereof (collectively, "**Drainage Facilities**") so that they function in the manner and for the purpose for which they were designed and intended. The Association shall have the right to cut and clear any undergrowth and remove other obstructions within any Private Drainage Easement which may in any way endanger or interfere with the proper functioning of the Drainage Facilities.