

Prepared by/Upon recording, please return to:

Jo Anne P. Stubblefield  
Hyatt & Stubblefield, P.C.  
1200 Peachtree Center, Harris Tower  
233 Peachtree Street, N.E.  
Atlanta, GA 30303

**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

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WENDELL FALLS**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Wendell Falls ("**Amendment**") 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 previously been amended by that instrument recorded in the ROD Office on November 29, 2016 in Book 16618, Page 1624, *et seq.*, and supplemented by various other instruments recorded by Declarant in the ROD Office (as it may be amended and supplemented, the "**Declaration**").

The initial Rules of Wendell Falls Community Association, Inc., a North Carolina nonprofit corporation (the "**Association**") were attached as Exhibit "C" to the Declaration (the "**Rules**").

Pursuant to Sections 3.2 and 19.1 of the Declaration, the Declarant reserved the right to unilaterally amend the Declaration and the Rules until termination of the Class "B" Control Period (as defined in the Declaration). The Class "B" Control Period has not terminated and the Declarant desires to amend the Rules as set forth herein.

NOW, THEREFORE, the Declarant hereby amends the Declaration and the Rules as follows:

1.

Section 7.5(b) of the Declaration is amended by replacing the period at the end of clause (iv) with "; and" and inserting the following new clause at the end of subsection (b):

(v) exercising self-help in any situation other than as provided in subsection (c), pursuant to the easement set forth in Section 11.6;

2.

Section 7.5(c) of the Declaration is amended by deleting clause (iii) and (iv) thereof and replacing them with the following:

(iii) towing of vehicles that are in violation of parking Rules at the owner's expense and without prior notice, except that in the case of a vehicle parked on a Unit in violation of the parking Rules, the Association shall use reasonable good faith efforts to contact the Owner or occupant of any Unit at least 24 hours in advance and provide an opportunity for the Owner or occupant to permanently remove the vehicle from Wendell Falls prior to having such vehicle towed. All Owners shall be responsible for notifying their tenants, guests, and invitees of the parking Rules and ensuring their compliance. Any costs incurred by the Association in enforcing parking Rules may be levied as a Specific Assessment against the Owner responsible for such non-compliance and such Owner's Unit;

(iv) exercising self-help in any situation which requires prompt action to avoid potential injury or damage or unreasonable inconvenience to other persons or their property; and/or

(v) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both, subject to the procedures set forth in Article XIV, if applicable.

The Association may exercise the easement set forth in Section 11.6 as the Board deems appropriate to exercise its authority under this Section.

3.

Exhibit C., Section 2. Restricted Activities, is amended by replacing the semicolon in the last line of subsection (c) with a period and adding the following immediately after such period:

The Association is authorized to tow any vehicle which is parked within Wendell Falls in violation of these Rules, including vehicles parked or placed on Units, at the owner's expense in accordance with Section 7.5(c) of the Declaration. All Owners shall be responsible for notifying their tenants, guests, and invitees of these parking Rules and ensuring their compliance. Any costs incurred by the Association in enforcing these parking Rules may be levied as a Specific Assessment against the Owner responsible for such non-compliance and such Owner's Unit.

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In witness of the foregoing, Declarant has caused this Amendment to be executed on the 24<sup>th</sup> day of August, 2018.

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

By: [Signature]  
Name: Mike Scisciani  
Its: Authorized Signatory

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF Chatham )

I, Amy L. Kingrea, a Notary Public in and for Durham County, North Carolina, certify that Mike Scisciani personally came before me this day and acknowledge that s/he is 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, s/he executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal, this 24 day of August, 2018.

[Signature]  
Signature of Notary Public

[NOTARY SEAL]

My Commission Expires:  
6/23/2020

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