

WAKE COUNTY, NC 567
 LAURA M RIDDICK
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 06/14/2005 AT 16:36:39

BOOK:011411 PAGE:02057 - 02068

Drafted by/~~MAILED~~:

D.R. Bryan
 PO Box 728
 Holly Springs NC 27540

NORTH CAROLINA)
) REVISED SUPPLEMENTARY DECLARATION OF
) COVENANTS, CONDITIONS AND RESTRICTIONS:
 WAKE COUNTY) SUNSET RIDGE NORTH CONDOMINIUMS PHASE 4
) (SAVANNAH EAST TOWNHOMES)

THIS REVISED SUPPLEMENTARY DECLARATION made this 2
 day of JUNE, 2005, by SUNSET FOREST, LLC (Declarant).

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property known as CONDO-4 located in Holly Springs Township, Wake County, North Carolina, which is more particularly described on a map entitled SUNSET RIDGE NORTH CONDOMINIUMS PHASES 3 & 4 as recorded in Book of Maps 2003, page 275, Wake County Registry, reference to which is hereby made; and,

WHEREAS, Declarant has revised the intended use for said property known as CONDO-4 as hereinafter provided, which property shall be known as SAVANNAH EAST TOWNHOMES; and

WHEREAS, Declarant will convey said property subject to the covenants, conditions, restrictions, reservations, and charges as set forth in that certain Master Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 7342, page 452, and Amendment thereto recorded in Deed Book 9133, page 1522, Wake County Registry, and as further set forth herein, and which shall run with the lots and be binding on all parties having any right, title, or interest therein and their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof; and,

WHEREAS, Declarant desires to insure the most appropriate development and improvement of each lot, to protect the lot owners against such improper use as would depreciate the value of the property to each, to preserve insofar as practicable the natural beauty of each lot, to guard against the erection thereon of poorly designed or proportioned structures and structures built of substandard or unsuitable materials, to secure and maintain proper setbacks with adequate free space between structures, and in general to provide for a high quality of improvements, and to that end has incorporated Savannah East Townhome Association, Inc. as a sub-association of Sunset Ridge North Association, Inc. The term "Association" as contained herein shall mean and refer to Savannah East Townhome Association, Inc. Any reference to "Master Association" as contained herein shall mean and refer to Sunset Ridge North Association, Inc.

NOW, THEREFORE, Declarant hereby declares that all of the real property as described hereinabove shall be held, sold, and conveyed subject to that certain Master Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 7342, page 452, and Amendment thereto recorded in Deed Book 9133, page 1522, and subject further to the following easements, restrictions, covenants, and conditions:

1. LAND USE. The property as known as CONDO-4 as shown on a plat recorded in Book of Maps 2003, page 275, was previously intended for use as a multi-unit condominium building as evidenced by that Supplementary Declaration recorded in Book 9929, page 2047, Wake County Registry. Declarant now intends that said property be used as attached townhomes to be known as SAVANNAH EAST TOWNHOMES. To that end, Declarant's successor in title, as developer of such attached townhomes, will record in the Wake County Registry all appropriate documentation necessary to establish same, including without limitation a plat to subdivide the property into separate townhome lots for sale.

2. UNIT SIZE. No unit shall be erected or allowed to remain on any of the lots as shown on the recorded plat referenced hereinabove if the floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 1250 square feet.

3. DESIGN SPECIFICS. The following design specifics are applicable to the lots as shown on the recorded plat as referenced hereinabove:

- | | |
|------------------------------|------------------|
| (a) <u>Setbacks</u> - front: | 5 feet minimum; |
| - side: | 0 feet minimum; |
| - rear: | 20 feet minimum. |

The stated side and rear setbacks are not applicable to any accessory buildings or structures, including detached garages. The stated front setback shall not apply to steps, stoops, eaves, or unenclosed porches which do not project more than five (5) feet beyond the building line. Deviations from building line restrictions of ten percent (10%) or less shall not be construed as a violation of this

Supplementary Declaration; further, Declarant shall have the right, in its sole discretion and without the consent of any other party, to waive the building setbacks, in whole or in part, as applicable to any given lot.

4. MASTER ASSOCIATION ANNUAL ASSESSMENTS. Each owner of a lot as shown on the recorded plat as referenced hereinabove shall pay to Sunset Ridge North Association, Inc. annual assessments in an amount equal to the then-current Assessment Class 1 as provided in Article V, Section 8 of the Master Declaration of Covenants, Conditions and Restrictions of Sunset Ridge North as recorded in Deed Book 7342, page 452. Such Master Association assessment shall be pro-rated for the balance of the calendar year and paid in full at the owner's closing of the purchase of his lot.

5. ASSOCIATION ANNUAL ASSESSMENTS. Every owner of any lot covered by this Supplementary Declaration, by acceptance of a deed therefor, whether or not expressed in any such deed or other covenant, is deemed to covenant and agree to pay to the Association, each of which shall be fixed, established, and collected from time to time as hereinafter provided:

- (a) annual assessments or charges;
 - (b) special assessments for capital improvements and/or other purposes;
- and,
- (c) individual special assessments levied against individual owners to reimburse the Association for extra costs for maintenance or repairs as set out in Paragraph 4, Section 10 hereof.

Each such assessment on a lot, together with interest thereon and the costs of collection thereof, including attorney's fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which the assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees incurred by the Association in collecting delinquent assessments, shall also be the personal obligation of the person or entity who was the owner of such lot at the time the assessment became due. No owner may escape liability for any assessment through nonuse of the Common Area or Limited Common Area or through abandonment of his property. The obligation of an owner for delinquent assessments shall pass to his successors or assigns in title unless expressly excused by the Association, except that such personal obligation shall not pass to mortgagees or trustees under Deeds of Trust of such successor owner or assignee.

Section 7. Purpose of Association Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the beautification of SAVANNAH EAST TOWNHOMES, the recreation, health, safety and welfare of the owners in SAVANNAH EAST TOWNHOMES, the enforcement of this Supplementary Declaration and the rules of the Association, and, in particular, the improvement and maintenance of the services and facilities of the Common Area, Limited Common Area, Landscape Easements, and Maintenance Easements. Anything contained in this Supplementary Declaration to the contrary notwithstanding, until such time as the Class B membership shall cease and be converted to Class A membership, any costs associated with the initial construction and installation of improvements not provided by Declarant which are located in the Common Area, Limited Common Area, Landscape Easements, or Maintenance Easements shall be incurred by the Association only after such initial improvements costs are approved by the majority of the votes of Class A members present or

represented by proxy at a duly constituted meeting of Class A members at which a quorum is present.

Section 8. Annual Assessments. Each owner shall pay to the Association the annual assessment pursuant to this Supplementary Declaration. On or before December 31 of each year, the Board of Directors of the Association shall set the amount of the annual assessment applicable to each owner for the ensuing year, taking into consideration the then-current development and/or maintenance costs to be borne by the Association, estimated increases in development and/or maintenance costs, and the future needs of the Association, which may include a reasonable contingency fund. Written notice of the Association assessment shall be provided to each owner no later than January 15 of each year. The annual assessment due from each owner for 2005 shall be \$1,560.00 and shall be payable in monthly installments in the amount of \$130.00 each due on or before the 5th day of each month, with the first month's dues being pro-rated and paid in full at the owner's closing of the purchase of his lot.

Section 9. Declarant/Builder-Owner Assessment. Beginning March 1, 2006, all lots owned by Declarant or by a builder-owner who has acquired a lot for the purpose of constructing a dwelling unit thereon for sale shall be assessed at fifty percent (50%) of the then-current assessment.

Beginning with assessment year 2006 and thereafter, the maximum annual assessment shall be established by the Board of Directors and may be increased without approval of the members by an amount not to exceed fifteen percent (15%) of the maximum annual assessment allowable in the year immediately preceeding. The maximum for each assessment may be increased without limit by the affirmative vote of two-thirds (2/3) of the owners who are voting in person or by proxy at a meeting duly called for that purpose, with notice of such meeting having been sent to all owners at least thirty (30) days in advance. A quorum shall be established at any such meeting by the presence, in person or by proxy, of at least ten percent (10%) of the owners. However, the Board of Directors may at any time fix the annual assessment at an amount not exceeding the maximum.

Section 10. Special Assessment. In addition to the annual assessments as authorized hereinabove, the Association may levy one or more special assessments applicable to that year only for the purpose of defraying the costs of construction, reconstruction, repair or replacement of any improvements located upon the Common Areas, Limited Common Areas, Landscape Easements, or Maintenance Easements, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds (2/3) of the votes of each class of the members who are voting in person or by proxy at a meeting duly called for this purpose, with notice of said meeting having been sent to all members at least thirty (30) days in advance. Any such special assessment shall be assessed against the owners in the same manner and according to the same allocation formula as the regular annual assessments.

Section 11. Special Individual Assessments. The Association may levy special assessments against individual owners for reimbursement to the Association for repairs to the Common Areas, Limited Common Areas, Landscape Easements, or Maintenance Easements or any improvements thereto which are occasioned by the willful or negligent acts of such owner(s) and not the result of ordinary wear and tear, or for payment of fines, penalties, or other charges imposed against an owner relative to such owner's failure to comply with the terms of this

Supplementary Declaration and/or the Association Articles of Incorporation and/or by-laws, including without limitation, reimbursement to the Association or the Master Association for expenses incurred in connection with the enforcement of the provisions of Paragraph 6 of this Supplementary Declaration.

Section 12. Initial Contributions. Each owner shall contribute to the Association a sum equal to 2 months of the then-current assessment, payable at the closing of the purchase of his lot, which initial contribution shall be deposited into the Association's regular operating account. Further, such initial contributions shall not be due from Declarant or from builder-owners who purchase a lot on which to construct a dwelling unit for sale. Initial contributions shall not be considered to be advance payment of annual assessments, special assessments, or special individual assessments.

Section 13. Date of Commencement of Annual Assessments; Due Dates. The annual assessments as herein provided shall commence as to all units or lots with the year 2005 and shall continue thereafter from year to year. Annual assessments shall be due and payable in monthly installments on or before the 5th day of each and every month as provided in Paragraph 4, Section 8 hereof. Any special assessments or special individual assessments shall be payable in accordance with the Board of Director's resolution authorizing same. Each owner, except for Declarant and builder-owners who purchase a lot on which to construct a dwelling unit for sale, shall be liable for the payment of all assessments beginning upon the closing of the purchase of his lot, with the amount due being the pro-rata amount of the applicable monthly installment of the annual assessment as provided in Paragraph 3 and Paragraph 4, Section 8 hereof. Declarant and builder-owners who purchase a lot on which to construct a dwelling unit for sale shall be liable for payment of assessments as provided in Paragraph 4, Section 9 hereof based on ownership as of March 1, 2006, and shall not be entitled to any reimbursement from any homebuyer for assessments paid hereunder. The Association shall, upon demand, furnish a written certificate setting forth the status of assessments applicable to a specified lot, and may make a reasonable charge for the issuance of such certificate. Such certificate shall be conclusive evidence of the status of the payment of assessments.

Section 14. Remedies for Non-Payment of Assessments. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days of the specified due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay such assessment or may foreclose the lien created herein in the same manner prescribed by the laws of the State of North Carolina for foreclosure of Deeds of Trust under power of sale. Costs, interest, and reasonable attorney's fees as hereinabove provided shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for assessments by the nonuse of the Common Area or Limited Common Area or the abandonment of his lot. In the event of such action at law or in the event of the entrance of judgment against the owner in favor of the Association, the Association shall be further empowered to execute on such judgment in such manner and to the extent permitted by the laws of the State of North Carolina.

Section 15. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage Deed of Trust and to ad valorem taxes. Sale or transfer of any

lot shall not affect the assessment lien; provided, however, that the sale or transfer of any lot pursuant to an order of foreclosure of a mortgage thereon, or any procedure in lieu of foreclosure, shall extinguish the lien of assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve a lot from liability or liens arising from assessments which become due thereafter.

Section 16. Exempt Property. Any portion of SAVANNAH EAST TOWNHOMES dedicated to and accepted by a local public authority shall be exempt from assessments herein created; provided, however, that no land or improvements devoted to any private use as permitted hereunder shall be exempt from assessments as hereinabove provided.

Section 17. Annual Budget. By majority vote of the Directors, the Association Board of Directors shall adopt an annual budget for the subsequent operational year which shall provide for the allocation of expenses in such manner that the obligations imposed by this Supplementary Declaration will be met, subject, however, to the limitations on amounts of assessments and provisions regarding the increase in same as contained in this Supplementary Declaration and/or the by-laws of the Association.

5. ARCHITECTURAL CONTROL. Only units or other improvements which have been approved in writing by the Architectural Review Board ("ARB") prior to the commencement of clearing, grading, or construction of any kind on a lot will be permitted. Upon completion of the foundation and before proceeding with other construction, an actual field survey of the foundation shall be presented to the ARB to ensure compliance with the site plan. The survey must show the proposed location of driveways, and shall indicate the actual distance from all buildings at their closest point to all property lines. All improvements shall comply with the plans as presented unless changes are approved in writing by the ARB. All drives and walks must be paved with concrete or brick. All lots on which a unit is approved and built shall be landscaped in accordance with the plans approved by the ARB. Landscaping must be finished upon completion of the unit. Total construction time, from the date of final approval of plans by the ARB to the completion of the unit for occupancy, shall not exceed nine months.

6. PARTY WALLS. The lots as shown on the recorded plat referenced hereinabove are intended for use as attached townhomes. Accordingly, each wall which is built as a part of the original construction of the attached homes and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Supplementary Declaration, the general rules of law regarding party walls and the liability for property damage due to negligent or willful acts or omissions shall apply thereto. The costs of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of such wall in proportion to such use. If a party wall is destroyed or damaged by fire or other casualty, any owner who makes use of such wall may undertake its restoration, and each owner having use thereof shall contribute pro-rata to such restoration and repair. Such pro-rata contribution shall not prejudice the right of any owner to call for a larger contribution from one or more owners under the rules of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision herein contained, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole and entire cost of all necessitated repairs and of the furnishing of the necessary protection against such elements. The right of any owner to a

contribution from any other owner under these party wall provisions shall be appurtenant to the land and shall pass to his successor in title.

7. EXTERIOR MAINTENANCE. The Association shall provide exterior maintenance upon each of the lots as shown on the recorded plat referenced hereinabove as follows: repair, replacement and on-going care of roofs, gutters, downspouts, trees, shrubs, grass, exterior building surfaces (including, but not limited to, paint, but specifically excluding glass surfaces), and any other exterior improvements, and sidewalks and alleys, to the extent such are not publically maintained. In the event the need for maintenance, repair or replacement is caused by the negligent or willful act of an owner, his family, guests or invitees, or is caused by those excluded acts or incidents as defined and explained in the NC Standard Fire and Extended Coverage Insurance Policies, the costs of such maintenance, repair or replacement shall be added to and become a part of the assessment to which such lot(s) is/are subject. In order to accomplish the foregoing, there is reserved unto the Association the right to unobstructed access over, under, and across each lot at all reasonable times to perform the maintenance as herein provided.

8. COVENANT TO INSURE. Each owner of a lot as shown on the recorded plat referenced hereinabove, by acceptance of a deed therefor, is deemed to covenant to keep the unit constructed on the lot insured against loss by fire with what is commonly known as "extended coverage" in an amount equal to not less than ninety percent (90%) of the replacement value of the unit; to name the Association as an additional insured "as its interest may appear" in order that the Association will be notified of any lapse in coverage; to apply the full amount of insurance proceeds to the repair or rebuilding of the unit; to repair or restore the unit in the event of damage thereto substantially in accordance with this Supplementary Declaration and the original plans and specs for same; and, to keep the unit in good repair as herein provided. In the event of non-payment by an owner of any insurance premium as required hereunder, the Association is authorized to make such payment and to assess the subject lot with the sums so paid as a special assessment.

9. UTILITY SERVICE ENCROACHMENTS. Each owner of a lot as shown on the plat referenced hereinabove, by acceptance of a deed therefor, is deemed to grant on behalf himself, his heirs, successors and assigns, a perpetual easement for the construction, operation and maintenance of any utility service lateral(s), including water, sewer, electrical, gas and/or telephone lines, which cross said servient owner's lot in order to serve an adjacent lot or unit.

10. WETLANDS; STREAM BUFFERS. Any wetlands and/or stream buffer areas located on any lot shall be subject to regulations promulgated by the NC Division of Water Quality and/or other jurisdictional authorities. If any portion of any lot has been determined to meet the requirements for designation as regulatory wetlands, any subsequent fill or alteration of such wetlands shall conform to the requirements of the wetlands rules adopted by the State of North Carolina in force at the time of the proposed alteration. Because the intent of such provision is to prevent additional wetland fill, no owner should assume that any future application for fill would be approved. This covenant is intended to ensure continued compliance with wetlands rules adopted and enforceable by the State of North Carolina, and shall run with the land and be binding on owner, his heirs, successors and assigns.

11. DISPOSAL SYSTEM OPERATIONAL AGREEMENT. The Association has entered into an Operational Agreement with the State of North Carolina regarding the operation and maintenance of certain wastewater Disposal System facilities to be constructed on portions of SAVANNAH EAST TOWNHOMES as evidenced by that certain Home/Property Owners' Operational Agreement, a copy of which is attached hereto as Exhibit "A", all terms and conditions of which are incorporated herein by reference and acknowledged by Declarant on behalf of itself and the Association.

12. ACCESS AND SHARED USE. The property is also subject to the terms and conditions of that certain Easement for Access and Shared Use regarding the use and maintenance of the vehicular and pedestrian paved surfaces and the refuse and recyclables collection facilities which serve the property as recorded in Deed Book 10204, page 2402, Wake County Registry.

13. APPLICATION OF RESTRICTIONS. The foregoing restrictions shall apply only to the lots, and nothing contained herein shall prevent the Declarant from altering the size or frontage of any property other than the lots or the location of any streets or roads other than portions of such streets or roads as abut the lots.

14. WAIVER OF AND CONSENT TO VIOLATIONS. Declarant may waive any violation of these restrictions by an appropriate instrument recorded in the Wake County Registry; provided, however, that if the violation occurs on any lot which abuts a lot previously conveyed to an owner in fee simple, the consent of such adjoining owner shall also be contained within the aforementioned instrument to be recorded in the Wake County Registry. The provisions of this paragraph whereby the consent of the adjoining property owner is required shall not be applicable to paragraphs 2 and 3 of this Supplementary Declaration whereby only the written consent of Declarant is required.

15. TERM. These restrictions shall run with the land and be binding on all parties and persons claiming under them for a period of forty (40) years from the date of recordation hereof, after which time said restrictions shall be automatically extended for successive ten (10) year periods unless an instrument agreeing to a change in said restrictions, in whole or in part, and executed by a majority of the then owners of the lots has been recorded in the Wake County Registry.

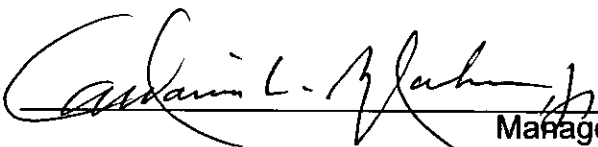
16. ENFORCEMENT. Enforcement of this Supplementary Declaration shall be by proceedings at law or in equity against any person or persons attempting to violate any of the restrictions contained herein, either to restrain violation or to cover damages.

17. ASSIGNMENT BY DECLARANT. Declarant shall have the right to assign its rights under this Supplementary Declaration, in whole or in part, to any person or entity by an express transfer of such rights.

18. SEVERABILITY. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions contained herein, which shall remain in full force and effect.

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

SUNSET FOREST, LLC

by:  Manager

NORTH CAROLINA, WAKE COUNTY

I, Notary Public, do hereby certify that CARDOVIA L. BLACKMON, JR., MANAGER OF SUNSET FOREST, LLC, personally appeared before me this day and acknowledged the execution of the foregoing instrument, Witness my hand and official seal, this the 2 day of June, 2005.

OFFICIAL SEAL
S. ELAINE HUDSPETH
NOTARY PUBLIC
WAKE COUNTY NC
My Commission Expires 11-3-06


Notary Public
My commission expires: 11-3-06

STATE OF NORTH CAROLINA

EXHIBIT "A"

COUNTY OF WAKEPermit No. W00028553
JAN 24 2005HOME/PROPERTY OWNERS' OPERATIONAL AGREEMENT

This AGREEMENT made pursuant to G.S. 143-215.1 (d1) and entered into this 7TH day of DECEMBER 2005, by and between the North Carolina Environmental Management Commission, an agency of the State of North Carolina, hereinafter known as the COMMISSION; and SAVANNAH EAST TOWNHOME ASSOCIATION, INC., a non-profit corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter known as the ASSOCIATION.

WITNESSETH:

1. The ASSOCIATION was formed for the purpose, among others, of handling the property, affairs and business of the development known as SAVANNAH EAST TOWNHOMES (hereinafter the Development); of operating, maintaining, re-constructing and repairing the common elements of the lands and improvements subject to unit ownership, including the wastewater collection system with pumps, wastewater treatment works, and/or disposal facilities (hereinafter Disposal System); and of collecting dues and assessment to provide funds for such operation, maintenance, re-construction and repair.
2. The ASSOCIATION desires, to construct and/or operate a Disposal System to provide sanitary sewage disposal to serve the Development on said lands.
3. The ASSOCIATION has applied to the COMMISSION for the issuance of a permit pursuant to G.S. 143-215.1 to construct, maintain, and/or operate the Disposal System.
4. The Development was created subject to unit ownership in the dwellings units, other improvements and lands through filing of a Declaration of Unit Ownership (hereinafter Declaration), pursuant to Chapter 47C or 47F of the North Carolina General Statutes.
5. The COMMISSION desires to assure that the Disposal System of the Development is properly constructed, maintained and operated in accordance with law and permit provisions in order to protect the quality of the waters of the State and the public interest therein.

NOW, THEREFORE, in consideration of the promises and the benefits to be derived by each of the parties hereto, the COMMISSION and ASSOCIATION do hereby mutually agree as follows:


1. The ASSOCIATION shall construct the Disposal System and/or make any additions or modifications to the Disposal System in accordance with the permit and plans and specifications hereafter issued and approved by the COMMISSION, and shall thereafter properly operate and maintain such systems and facilities in accordance with applicable permit provisions and law.
2. The ASSOCIATION shall provide in the Declaration and Association Bylaws that the Disposal System and appurtenances thereto are part of the common elements and shall thereafter be properly maintained and operated in conformity with law and the provisions of the permit for construction, operation, repair, and maintenance of the system and facilities. The Declaration and Bylaws shall identify the entire wastewater treatment, collection and disposal system as a common element which will receive the highest priority for expenditures by the Association except for Federal, State, and local taxes and insurance.

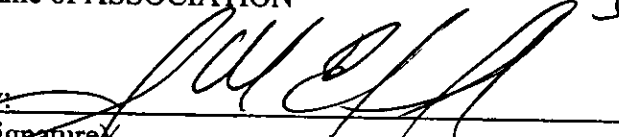
3. The ASSOCIATION shall provide in the Declaration and Association Bylaws that the Disposal System will be maintained out of the common expenses. In order to assure that there shall be funds readily available to repair, maintain, or construct the Disposal System beyond the routine operation and maintenance expenses, the Declaration and Association Bylaws shall provide that a fund be created out of the common expenses. Such fund shall be separate from the routine maintenance fund allocated for the facility and shall be part of the yearly budget.
4. In the event the common expense allocation and separate fund(s) are not adequate for the construction, repair, and maintenance of the Disposal System, the Declaration and Association Bylaws shall provide for special assessments to cover such necessary costs. There shall be no limit on the amount of such assessments, and the Declaration and Bylaws shall be provided such that special assessments can be made as necessary at any time.
5. If a wastewater collection system and wastewater treatment and/or disposal facility provided by any city, town, village, county, water and sewer authorities, or other unit of government shall hereinafter become available to serve the Development, the ASSOCIATION shall take such action as is necessary to cause the existing and future wastewater of the Development to be accepted and discharged into said governmental system, and shall convey or transfer as much of the Disposal System and such necessary easements as the governmental unit may require as condition of accepting the Development's wastewater.
6. Recognizing that it would be contrary to the public interest and to the public health, safety and welfare for the ASSOCIATION to enter into voluntary dissolution without having made adequate provision for the continued proper maintenance, repair and operation of its Disposal System, the ASSOCIATION shall provide in the ASSOCIATION Bylaws that the ASSOCIATION shall not enter into voluntary dissolution without first having transferred its said system and facilities to some person, corporation or other entity acceptable to and approved by the COMMISSION by the issuance of a permit.
7. The ASSOCIATION shall not transfer, convey, assign or otherwise relinquish or release its responsibility for the operation and maintenance of its Disposal System until a permit has been reissued to the ASSOCIATION'S successor.
8. The agreements set forth in numbered paragraphs 1, 2, 3, 4, 5, 6, and 7 above shall be conditions of any permit issued by the COMMISSION to the ASSOCIATION for the construction, maintenance, repair and operation of the Disposal System.
9. A copy of this agreement shall be filed at the Register of Deeds in the County(ies) where the Declaration is filed and in the offices of the Secretary of State of North Carolina with the Articles of Incorporation of the Association.

IN WITNESS WHEREOF, this agreement was executed in duplicate originals by the duly authorized representative of the parties hereto on the day and year written as indicated by each of the parties named below:

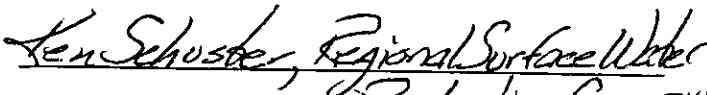
FOR THE ENVIRONMENTAL
MANAGEMENT COMMISSION

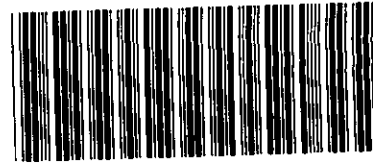
SAVANNAH EAST TOWNHOME ASSOCIATION
Name of ASSOCIATION INC.


for Alan W. Klimek, P.E., Director
Division of Water Quality

By: 
(Signature)

James M Earnhardt, President
Print Name and Title


Ken Schuster, Regional Surface Water
Protection Supervisor
FORM: HOA 02/03 Page 2 of 2



BOOK:011411 PAGE:02057 - 02068

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



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

North Carolina – Wake County

The foregoing certificate ___ of A. Elaine Hudspeth

____ Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: Carolyn J. Hedden
~~Assistant~~/Deputy Register of Deeds

This Customer Group

_____ # of Time Stamps Needed

This Document

_____ New Time Stamp
_____ # of Pages