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WAKE COUNTY, NC 522  
LAURA M RIDDICK  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
12/28/2005 AT 14:52:25

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**FIRST AMENDMENT AND SUPPLEMENT TO DECLARATION OF  
MASTER PROTECTIVE COVENANTS  
FOR GREENFIELD NORTH**

Prepared By and Return to:  
Charles E. Nichols, Jr. (Box 133)  
Manning, Fulton & Skinner P.A.  
P.O. Box 20389  
Raleigh, NC 27520

This **FIRST AMENDMENT AND SUPPLEMENT TO DECLARATION OF MASTER PROTECTIVE COVENANTS FOR GREENFIELD NORTH** (this "First Amendment") is made and executed effective as of the 28<sup>th</sup> day of December, 2005, by **RALEIGH PROPERTIES GROUP II, LLC**, a Delaware limited liability company ("Declarant") and is joined in by **GREENFIELD NORTH, LLC**, a Delaware limited liability company and **GREENFIELD NORTH ONE, LLC**, a Delaware limited liability company, being (together with Declarant) all of the Owners of Greenfield North.

**WITNESSETH:**

WHEREAS, Declarant is the Declarant under that certain Declaration of Master Protective Covenants for Greenfield North recorded in Book 10402, Page 1029, Wake County Registry (the "Original Declaration"), and is the owner of the real property described in Exhibit A; and

WHEREAS, Declarant desires to supplement and amend the Original Declaration by this First Amendment (the Original Declaration and First Amendment being collectively referred to as the "Declaration") to (i) subject additional property to the Declaration, and (ii) allocate certain stormwater management capacity to certain Building Sites that are subject to the Declaration; and

WHEREAS, Greenfield North, LLC and Greenfield North One, LLC, being all of the remaining Owners, as the term is defined in the Original Declaration, join in this First Amendment with respect to all amendments for which their consent is required under the terms

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of the Original Declaration, and otherwise to evidence their consent to the terms and conditions of this First Amendment;

NOW, THEREFORE, the Original Declaration is hereby amended and supplemented as follows:

1. *Defined Terms.* Any capitalized term used but not defined in this First Amendment shall have the meaning given that term in the Original Declaration.

2. *Additional Property Subject to Declaration.* Pursuant to Section 1.03 of the Original Declaration, the real property described in Exhibit A is hereby subjected in all respects to the Declaration.

3. *Allocation of Stormwater Facilities Capacity.* Declarant hereby allocates to the Building Sites described in Exhibit B (the "**Gregory Poole Building Sites**") the right to use the stormwater treatment facilities located within the Property (the "**Stormwater Facilities**") to manage and control stormwater runoff from the Gregory Poole Building Sites as is reasonably required to comply with applicable stormwater control laws and regulations for the development of the Gregory Poole Building Sites (the "**Gregory Poole Stormwater Allocation**"). The Gregory Poole Stormwater Allocation is subject to the following terms and conditions:

3.1. The Stormwater Facilities may be used by other Owners to serve their Building Sites, but such use shall not diminish the Gregory Poole Stormwater Allocation, and such use, when combined with the Gregory Poole Stormwater Allocation, shall not exceed the maximum amount of stormwater runoff the Stormwater Facilities are approved to manage and control by the appropriate governing bodies.

3.2. The Gregory Poole Stormwater Allocation shall be based on and conditioned upon the construction and maintenance of no more than seventy percent (70%) impervious surfaces (eg. building improvements and paving), as determined by the appropriate governing body, on each of the Gregory Poole Building Sites.

3.3. Declarant (or its successors in interest) shall be responsible for providing access to the Stormwater Facilities (through pipes, conduits and/or ditches reasonably acceptable to Declarant and the Owner of the Gregory Poole Building Sites) from a point on the property line of each of the Gregory Poole Building Sites, in a location on the side of the tract nearest to the Stormwater Facility serving that tract that is mutually agreeable to the Declarant and the Owner of the applicable Gregory Poole Site and acceptable to the Town of Garner and subject to the approval of Wake County Sediment Control officials. In the event of disagreement between Declarant and the Owner of the Gregory Poole Building Sites over such location, it shall be located at the lowest point on the side of the tract nearest to the Stormwater facility serving that tract, subject to the approval of the Town of Garner and Wake County Sediment Control Officials. To the extent the pipes, conduits, and or ditches by which stormwater runoff is drained from the Gregory Poole Building Sites, to the Stormwater Facilities are not

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located in public rights-of-way, Declarant shall establish easements for stormwater drainage upon such portions of the Property in which such pipes, conduits and/or ditches are located. Such easements shall be free and clear of any debt encumbrances that may exist on the Property, without the joinder of the holder of such encumbrances

- 3.4. Declarant shall have the right to relocate any pipes, conduits or ditches located on the Property outside of the Gregory Poole Building Sites, and any easements in which such pipes, conduits or ditches are located, provided that such relocation complies with applicable laws and regulations and does not diminish the Gregory Poole Stormwater Allocation or otherwise impede the drainage of the Gregory Poole Stormwater Allocation from the Gregory Poole Building Sites to the Stormwater Facilities.
- 3.5. The Owner of each of the Gregory Poole Building Sites shall be responsible for the movement of stormwater within such Building Site to the point of connection on the boundary of the Building Site.
- 3.6. The Owner of each of the Gregory Poole Building Sites, in common with Owners of all other Building Sites using the Stormwater Facilities, shall be responsible for the cost of the maintenance of the Stormwater Facilities. Each Owner's share of this maintenance cost obligation shall be based on the amount of impervious surface on each Building Site in relation to the amount of impervious surface on all of the Building Sites using the Stormwater Facilities, as computed using reasonable engineering criteria.
- 3.7. The Gregory Poole Stormwater Allocation only applies to stormwater retention and release controls, and is not an allocation or treatment for nitrogen control or other nutrient control laws or regulations.

4. Upon request of Declarant or another Owner, the Owner of each of the Gregory Poole Building Sites agrees to provide an estoppel certificate confirming whether, to such Owner's knowledge, Declarant has complied with the Gregory Poole Stormwater Allocation provisions set forth above, and such other related matters known to such Owner as may be reasonably requested. Such estoppel certificate shall be provided within fifteen (15) days after a request for the certificate is made to the Gregory Poole Building Site Owner.

5. *Amendment to Declaration*. The provisions of this First Amendment shall supersede any conflicting provisions in the Original Declaration. Except as amended by this First Amendment, the Original Declaration remains in full force and effect.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the Declarant and the Owners have caused this instrument to be executed this 28<sup>th</sup> day of December, 2005.

RALEIGH PROPERTIES GROUP II, LLC, a Delaware limited liability company

By: CDP LLC, a North Carolina limited liability company, its manager

By: [Signature]  
Richard A. Moehring, Manager

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, a Notary Public of the state and county aforesaid certify that Richard A. Moehring personally came before me this day and acknowledged that he is the Manager of CDP, LLC, a North Carolina limited liability company, manager of Raleigh Properties Group II, LLC, a Delaware limited liability company, and that he as Manager, being so authorized to do so, executed the foregoing on behalf of CDP LLC, as manager of Raleigh Properties Group II, LLC.

Witness my hand and official seal, this the 28 day of December, 2005

[NOTARY SEAL]

AMANDA S. MILLER  
NOTARY PUBLIC  
WAKE COUNTY, N.C.  
My Commission Expires 08-30-2006

Notary: [Signature]  
Printed Name: Amanda S. Miller  
My Commission Expires 8/30/2006

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GREENFIELD NORTH, LLC, a Delaware limited liability company

By: Raleigh Properties Group, LLC, a Delaware limited liability company, its manager and sole member

BY: CDP LLC, a North Carolina limited liability company, its manager

By: *[Signature]*  
Richard A. Mochring, Manager

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, a Notary Public of the state and county aforesaid certify that Richard A. Mochring personally came before me this day and acknowledged that he is manager of CDP, LLC, a North Carolina limited liability company, manager of Raleigh Properties Group, LLC, a Delaware limited liability company, manager and sole member of Greenfield North, LLC, a Delaware limited liability company, and that he as Manager, being so authorized to do so, executed the foregoing on behalf of CDP LLC, as manager of Raleigh Properties Group, LLC, as manager and sole member of Greenfield North, LLC.

Witness my hand and official seal, this the 28 day of December, 2005

[NOTARY SEAL]

AMANDA S. MILLER  
NOTARY PUBLIC  
WAKE COUNTY, N.C.  
My Commission Expires 08-30-2006

Notary: *A. S. Miller*  
Printed Name: Amanda S. Miller  
My Commission Expires: 8/30/2006

AMANDA S. MILLER  
NOTARY PUBLIC  
WAKE COUNTY, N.C.  
My Commission Expires 08-30-2006

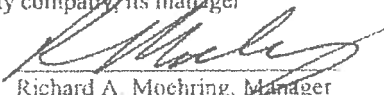
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GREENFIELD NORTH ONE, LLC, a Delaware limited liability company

By: Greenfield North, LLC, a Delaware limited liability company, its manager and sole member

By: Raleigh Properties Group, LLC, a Delaware limited liability company, its manager and sole member

BY: CDP LLC, a North Carolina limited liability company, its manager

By:   
Richard A. Mochring, Manager

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, a Notary Public of the state and county aforesaid certify that Richard A. Mochring personally came before me this day and acknowledged that he is manager of CDP, LLC, a North Carolina limited liability company, manager of Raleigh Properties Group, LLC, a Delaware limited liability company, manager and sole member of Greenfield North, LLC, a Delaware limited liability company, manager and sole member of Greenfield North One, LLC, a Delaware limited liability company and that he as Manager, being so authorized to do so, executed the foregoing on behalf of CDP LLC, as manager of Raleigh Properties Group, LLC, as manager and sole member of Greenfield North, LLC, as manager and sole member of Greenfield North One, LLC.

Witness my hand and official seal, this the 28 day of December, 2005.

[NOTARY SEAL]

AMANDA S. MILLER  
NOTARY PUBLIC  
WAKE COUNTY, N.C.  
My Commission Expires 08-30-2006

Notary: Amanda S. Miller  
Printed Name Amanda S. Miller  
My Commission Expires: 8/30/2006

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**Exhibit A**

Additional Property subjected to Declaration:

Being all of Parcel 10 containing approximately 34.87 acres and Parcel 11 containing approximately 36.21 acres as shown on the plat entitled "Greenfield North (Formerly Auburn Park) Parcels 1, 2, 4, 5, 6 Greenfield Parkway" prepared by Withers & Ravenel, dated November 15, 2003, and recorded in Map Book 2004, Page 1269, Wake County Registry.

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**Exhibit B**

Gregory Poole Building Sites:

Building Site 1:

Being all of New Tract 18 containing approximately 11.39 acres as shown on the plat entitled "Greenfield North Parcel 9 Exempt Subdivision" prepared by Ballentine Associates, P.A. and dated December 13, 2005, and recorded in Map Book 2005, Page 2505, Wake County Registry.

Building Site 2:

Being all of Parcel 11 containing approximately 36.21 acres as shown on the plat entitled "Greenfield North (Formerly Auburn Park) Parcels 1, 2, 4, 5, 6 Greenfield Parkway" prepared by Withers & Ravenel, dated November 15, 2003, and recorded in Map Book 2004, Page 1269, Wake County Registry.



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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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_  
Assistant/Deputy Register of Deeds

This Customer Group \_\_\_\_\_  
# of Time Stamps Needed

This Document \_\_\_\_\_  
New Time Stamp \_\_\_\_\_  
# of Pages 9