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 BY: KELLIE GILES
 DEPUTY



2021046619
 NEW HANOVER COUNTY, NC
 TAMMY THEUSCH PIVER
 REGISTER OF DEEDS

NC FEE \$26.00

STATE OF NORTH CAROLINA

NEW HANOVER COUNTY

**SUPPLEMENTAL AND AMENDED
 DECLARATION OF COVENANTS,
 CONDITIONS, RESTRICTIONS AND
 EASEMENTS FOR TARIN W WOODS**

THIS SUPPLEMENTAL AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TARIN WOODS was made this the 23rd day of September, 2021, by HD, LLC (hereinafter "Grantors/Declarant/Developer");

WITNESSETH:

WHEREAS the Declaration of Covenants, Conditions, Restrictions and Easements for Tarin Woods (hereinafter "Declaration"), was recorded in Book 5717, Page 284, New Hanover County Registry;

WHEREAS, the Declarant Rights, as defined in the Declaration, were assigned by the original Declarant, Rock Hill Road Investments, LLC, to HD, LLC, a South Carolina limited liability company as reflected in Deed Book 5717, page 2845 and Deed Book 6495, page 1715.

WHEREAS, Article III of the Declaration provides that the Developer its successors and assigns, retains the right to annex additional property into the Tarin Woods Subdivision;

WHEREAS, Developer desires to annex the additional property described in the attached Exhibit "A" (hereinafter "Additional Property") into the Tarin Woods Subdivision and subject it to the Declaration;

WHEREAS, the Developer, in conjunction with the owners of original property comprising Tarin Woods and the Additional Property described on the attached Exhibit "A", desire to annex this Additional Property into Tarin Woods and subject it to the covenants, conditions, easements, and restrictions contained in the Declaration, and to create some additional covenants, conditions and restrictions as hereinafter delineated;

NOW, THEREFORE, the Grantors/Declarant/Developer hereby annex the Additional Property to the Declaration of Covenants, Conditions, Restrictions and Easements for Tarin Woods; and that the properties described in Exhibit "A" are now duly annexed into Tarin Woods Subdivision as allowed in Article III of the Declaration; and that such Additional Property shall be subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Tarin Woods and that this Covenant shall run with the land hereinafter, and that the following covenants, conditions, restrictions and easements shall hereinafter apply to the Additional Property:

ARTICLE XI

Wastewater Collection System/Permit

Section 1. Wastewater Collection System. The Grantors/Declarant/Developer (hereinafter and for the purpose of this Article XI deemed "Declarant") has entered into an Operational Agreement with the North Carolina Environmental Management Commission, a copy of which is attached hereto as Exhibit "B", and is hereby referenced and incorporated as if fully set out herein, whereby the Declarant will construct a wastewater collection system with pumps, wastewater treatment works, a lift station, and/or disposal facilities (hereinafter collectively referred to as "Disposal System") to provide sanitary sewage disposal to serve the Property on said lands. That the Declarant is bound by the mutual promises, conditions, and covenants contained in the Operational Agreement and nothing in this Declaration, the Articles of Incorporation of the Association, or the Bylaws of the Association shall be construed or interpreted to contradict or supersede any provision of the Operational Agreement.

Section 2. State Disposal System Required Restrictions.

a) The following covenants are intended to ensure ongoing compliance with N.C. Department of Environmental Quality Permit #_WQ038159, as outlined in the Operational Agreement with the N.C. Environmental Management Commission (hereinafter "Commission"):

1) The Declarant shall construct the Disposal System in accordance with the permit and plans and specifications hereinafter 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 Declarant shall not transfer ownership and/or control of the Disposal System to the Association until construction has been completed in accordance with the permit and approved plans, and the staff of the Division of Water Resources has inspected and approved of the facilities, and such transfer shall not occur until such time as the Declarant determines that ownership of these facilities shall no longer be in its best interest. Transfer of ownership and/or control of the Disposal System, or any portion thereof, shall be at Declarant's sole discretion. In order to change the name of the permit holder, the Declarant must request that the permit be reissued to the Association. The request must include a copy of the Association Bylaws and Declaration.

3) The Declarant 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 Declarant's successor.

4) 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 entire wastewater treatment, collection and disposal system will receive the highest priority for expenditures by the Association except for Federal, State and local taxes and insurance.

5) The Disposal System will be maintained out of the common expenses. In order to ensure that there shall be funds readily available to repair, maintain or construct the Disposal System, beyond the routine operation and maintenance expenses, a fund shall be created out of the common expenses. Such fund shall be separate from the routine maintenance funds allocated for the facility and shall be part of the yearly budget.

6) In the event that the common expense allocation and separate fund are not adequate for the construction, repair, and maintenance of the Disposal System, special assessments shall be imposed to cover such necessary costs. There shall be no limit on the amount of such assessments, and the Association can cause such special assessments to be made necessary at any time.

7) 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 Property, the Declarant or the Association shall take such action as is necessary to cause the existing and future wastewater of the Property 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 a condition of accepting the Property's wastewater.

8) 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 not enter into voluntary dissolution without first having transferred its System and facilities to some person, corporation or other entity acceptable to and approved by the Commission by the issuance of a permit;

NOW, THEREFORE, this Supplemental and Amended Declaration shall be effective upon the recordation in the Office of the Register of Deeds of New Hanover County;

IN WITNESS WHEREOF, the Grantors/Declarant/Developer have executed this Supplemental Declaration.

**HD, LLC, a South Carolina
Limited Liability Company,**

By: 

Jack Carlisle, Member/Manager

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, Katherine B. Wescott a Notary Public of the state and county aforesaid, do hereby certify that Jack Carlisle, personally appeared before me this day and acknowledged that he is a Member/Manager of HD, LLC, a North Carolina limited liability company and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and seal, this the 23rd day of September, 2020. 2021

Katherine B Wescott
Notary Public

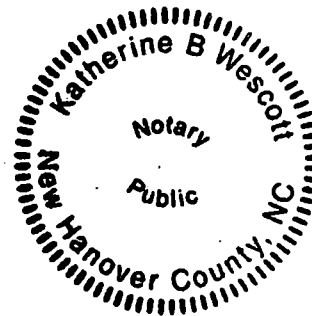
My commission expires: May 8, 2023

Exhibit "A"

BEING All of that Property shown on the plat entitled "Tarin Woods II, Phase ^{2E+3C}____" filed
in Plat Book 70, Page 166, New Hanover County Register of Deeds.

TAMMY THEUSCH
PIVER
Register of Deeds

New Hanover County Register of Deeds

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State of North Carolina, County of NEW HANOVER
Filed For Registration: 09/27/2021 10:13:16 AM
Book: RB 6495 Page: 1722-1727
6 PGS \$26.00
Real Property \$26.00
Recorder: KELLIE GILES
Document No: 2021046619

DO NOT REMOVE!

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.