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FOR MULTIPLE PIN SHEET
SEE BOOK 3692 PAGE 361-367

After recording, please return to:
Newland Communities
P. O. Box 1486
Pittsboro, NC 27312
Attention: Mitch Barron

FILED Joyce H. Pearson
Register of Deeds Orange COUNTY, NC
BY: *Wendy R. Dixon*
Deputy

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IRREGULAR FORM TOP MARGIN NOT 3"

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

Cross-Reference to Declaration at: Book 2039
Page 210

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHURTON GROVE SUBDIVISION**

THIS SUPPLEMENTAL DECLARATION ("**Supplemental Declaration**") is made as of the 10th day of March, 2005, by CHURTON GROVE, LLC, a North Carolina limited liability company ("**Declarant**").

WITNESSETH:

WHEREAS, Declarant executed and filed in the Office of the Register of Deeds for Orange County, North Carolina ("**Register's Office**") the Declaration of Covenants, Conditions and Restrictions for Churton Grove Subdivision, which was recorded on February 7, 2000 in Book 2039, Page 210, *et seq.* ("**Original Declaration**"), which Declaration was supplemented by that Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Churton Grove Subdivision dated July 16, 2001 and recorded in the Register's Office in Book 2313, Page 15, *et seq.* (the Original Declaration, as supplemented, is referred to herein as the "**Declaration**"); and

WHEREAS, the Declaration establishes a general plan and uniform scheme of development for the property described in the Declaration; and

WHEREAS, Article II, Section 2 of the Declaration provides that the Declarant may file of record a Supplemental Declaration extending the coverage of the Declaration to additional property; and

WHEREAS, Article II, Section 3 of the Declaration provides that any such Supplemental Declaration, as applied to such Additional Property, may contain additions, deletions, and modifications to the provisions of the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property described on Exhibit "A" of this Supplemental Declaration to the coverage of the Declaration as modified by the terms of this Supplemental Declaration; and

WHEREAS, Article II, Section 9 of the Declaration states that as long as there is a Class "B" membership, annexation of additional properties may require the prior approval of the Federal Housing Administration, the Veterans Administration, or the Federal National Mortgage Association; and

WHEREAS, the Federal Housing Administration, the Veterans Administration, and the Federal National Mortgage Association, as a matter of policy, no longer require approval for annexation of additional property in planned communities such as Churton Grove that do not contain condominiums;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration as modified by the terms of this Supplemental Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with 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 Supplemental Declaration shall be binding upon Churton Grove Homeowners Association, Inc., a North Carolina nonprofit corporation (the "**Association**"), in accordance with the terms of the Declaration and this Supplemental Declaration.

ARTICLE I

Definitions

The definitions set forth in Article I of the Declaration are incorporated by this reference.

ARTICLE III

Additions, Deletions and Modifications to Declaration as Applicable to Additional Property

3.1. Assessments. Pursuant to Article IV, Section 1 and Article IV, Section 7, Lots owned by Declarant or a Builder shall not be subject to assessment, and Lots owned by Class A members other than Builders shall not be subject to assessment until the later of the date of issuance of a certificate of occupancy or actual occupancy of a residence on the Lot. Until such time as assessments commence on a Lot, the share of common expenses of the Association allocated to such Lot shall be zero. Any provision of the Declaration which could be construed to be inconsistent with the foregoing shall not apply to the Additional Property.

3.2. Architectural Control. Notwithstanding anything to the contrary in the Declaration, and notwithstanding any surrender or assignment of the right to appoint members of the Architectural Control Committee pursuant to Article V, Section 1 of the Declaration, the Declarant shall retain exclusive jurisdiction and control over architectural matters within the

Additional Property, including the right to serve as, or appoint all members of, an Architectural Control Committee to act in the capacity of the ACC referenced in Article V, Section 1 with respect to the exercise architectural control over the Additional Property, until every Lot within the Additional Property has been improved with a dwelling and has been conveyed to a person other than a Builder.

3.3. Amenities Agreement. The owners and occupants of Lots within the Additional Property shall be subject to, and entitled to the full benefits of, Association Members under that certain Amenities Agreement dated April 30, 2001, by and between Churton Grove, L.L.C. and Churton Grove Homeowners Association, Inc. Upon conveyance of each Lot within the Additional Property to a Builder, the Builder shall pay to Churton Grove, L.L.C. (or reimburse the seller, if the seller has already paid) a one-time initiation fee in the amount of \$650.00 due to Churton Grove, L.L.C. Thereafter, the Builder or its successor-in-title to each Lot shall be responsible for paying the membership dues or other charges payable for access to and use of such Private Amenities commencing one year after conveyance of the Lot to the Builder or on such earlier date as the dwelling on the Lot is first occupied.

ARTICLE IV **Amendment**

4.1. By Declarant.

So long as the Class "B" Membership exists, Declarant may unilaterally amend this Supplemental Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Supplemental Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; or (c) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing. In addition, so long as Declarant owns any portion of the property subject to the Declaration for development or sale, it may unilaterally amend this Supplemental Declaration to submit additional property to the terms hereof 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 Supplemental Declaration so long as no property is added or excluded from the plat by the revision or amendment thereto. 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 Supplemental Declaration, such revised, amended or additional plats shall not necessitate an amendment to this Supplemental Declaration.

4.2. By Owners.

Except as otherwise specifically provided above, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners

of 75% of the Lots within the Additional Property and, so long as Declarant owns any Lot subject to the Declaration, the consent of Declarant. In addition, the consent of the Board of Directors of the Association shall be required for any amendment adopted under this Section 4.2.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration under seal as of the day and year first above written.

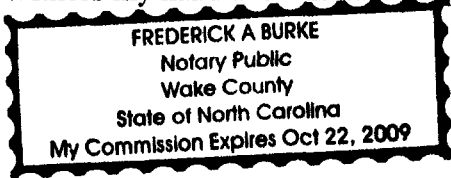
DECLARANT: **CHURTON GROVE, LLC**, a North Carolina limited liability company [SEAL]

By: *Patrick A. O'Neal*
Name: Patrick A. O'Neal
Title: Manager

STATE OF NORTH CAROLINA §
 §
COUNTY OF ORANGE §

I, Frederick A. Burke, a Notary Public for Wake County, North Carolina, certify that Patrick A. O'Neal personally came before me this day and acknowledged that he is Manager of Churton Grove, LLC, a North Carolina limited liability company, and that by authority duly given, the foregoing instrument was signed in its name by its Manager.

Witness my hand and official stamp or seal, this 10th day of March, 2005.

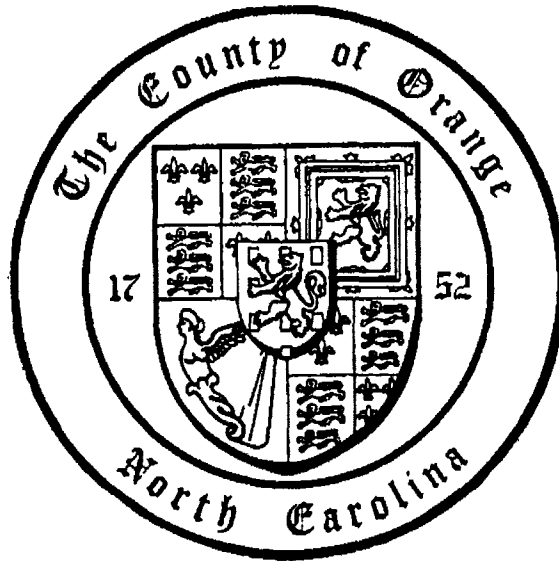


Frederick A. Burke
Notary Public

[Notarial Seal]

Name (printed or typed)

My commission expires: 10/22/2009



Joyce H. Pearson
Register of Deeds
Orange County
North Carolina

State of North Carolina, County of Orange

The foregoing certificate(s) of FREDERICK A. BURKE, NOTARY PUBLIC for the Designated Governmental units is/are certified to be correct. See filing certificate herein.

This day March 11, 2005.

Joyce H. Pearson, Register of Deeds

BY: Wendy R. Dizon
Deputy / Assistant Register of Deeds

EXHIBIT "A"

DESCRIPTION OF SUBJECT PROPERTY

Tract 1

Lying in Orange County, North Carolina:

BEGINNING at an iron which iron is the northeast corner of the parcel shown as Tract II by the plat of survey hereinafter referred to; thence running South 67° 41' 35" East 1893.76 feet to an iron; thence running South 45° 08' 56" East 628.87 feet to an iron; thence running South 69° 54' 03" East 115.40 feet to an iron; thence running South 70° 47' 08" West 174.24 feet to an iron; thence running South 64° 30' 54" West 120.81 feet to an iron; thence running South 76° 50' 11" West 63.79 feet to an iron; thence running South 62° 48' 02" West 115.47 feet to an iron; thence running South 74° 28' 44" West 112.85 feet to an iron; thence running South 50° 28' 13" West 347.53 feet to an iron; thence running South 64° 07' 27" West 89.51 feet to an iron; thence running South 47° 03' 08" West 156.82 feet to an iron; thence running South 10° 39' 31" West 221.59 feet to an iron; thence running along the arc of a curve having a length of 22.58 feet and a radius of 492.91 feet and a chord bearing of South 87° 40' 22" West a distance of 22.58 feet; thence running South 01° 00' 53" East 50.00 feet; thence running clockwise along the arc of a circle having a arc length of 37.55 feet and a chord bearing of South 47° 58' 59" East 34.12 feet; thence running clockwise along the arc of a circle having a length of 227.68 feet and a radius of 1288.64 feet and a chord bearing of South 01° 09' 34" East 227.38 feet to a point; thence running North 83° 51' 18" West 125.00 feet to an iron; thence running North 70° 21' 23" West 279.51 feet to an iron; thence running North 54° 45' 10" West 382.24 feet to an iron; thence running North 83° 16' 16" West 79.28 feet to an iron; thence running South 10° 45' 28" West 209.47 feet to an iron; thence running counterclockwise along the arc of a circle having a arc length of 123.75 feet and a radius of 958.10 feet and a chord direction of North 74° 16' 43" West 123.66 feet; thence running clockwise along the arc of a circle having an arc length of 41.15 feet and a radius of 26.00 feet and a chord bearing of North 32° 38' 30" West 36.99 feet to a point; thence running North 77° 18' 16" West 68.50 feet to a point; thence running South 12° 41' 44" West 185.17 feet to a point; thence running along the arc of a curve having a length of 64.92 and a radius of 1494.76 and a chord direction of South 11° 27' 05" West 64.91 feet to an iron; thence running South 88° 57' 33" West 143.50 feet to an iron; thence running North 01° 02' 27" West 1994.78 feet to an iron; thence running North 01° 05' 23" West 336.12 feet to the point and place of BEGINNING and being all of that 69.560 parcel shown as Lot 3 (Tract 1) by the plat of survey entitled "Title Survey, Lot 3 Revision, ~~Leaham~~ Family Investment prepared by Philip Post and Associates dated August 20, 2002 to which plat reference is hereby made for a more particular description and being all the parcel also described as follows:

BEING the majority of Lot 3, as shown on map recorded in Plat Book 86, Page 141, Orange County Registry and all of former Lot 106, as shown on map recorded in Plat Book 88, Page 80 and Plat Book 90, Page 21 Orange County Registry less that portion described as Lot 1 (Revised) consisting of 26.687 acres, as shown on map recorded in Plat Book 90, Page 21, Orange County

Registry containing a total of 69.560 acres and BEING all of the parcel^{10/10/05 a Tract I} acquired by Patrick O'Neal et al by virtue of the deed of record at Book 3351 Page 329 of the Orange County Registry.

Tract II

Lying in Orange County, North Carolina:

BEING all of that existing lot situated along the westerly boundary of Tract 1, consisting of 4.237 acres, as shown on map recorded in Plat Book 86 Page 141.

Tract III

Lying in Orange County, North Carolina:

BEING the all of Lot 4, as shown on map recorded in Plat Book 86, Page 141, containing a total of 91.574 acres, together with (i) a permanent, non-exclusive easement for ingress, egress and regress, and for the installation, maintenance, and repair of utilities (including without limitation water, sewer, electricity, telephone, gas and cable television) over, under, across and through a sixty (60) foot wide strip of land located on Lot 2, as shown on map recorded in Plat Book 86, Page 141, in order to provide access to Lot 4 from the public road shown as Berryman Boulevard by the map recorded in Plat Book 88 Page 80; and (ii) a temporary construction easement for the installation and construction of a road over, under, across and through a one hundred ten (110) foot wide strip of land with the same centerline as the aforesaid sixty (60) foot wide strip of land. Both of the aforesaid easements shall be terminated at such time as a sixty (60) foot wide road providing access to Lot 4 from Berryman Boulevard has been dedicated to the public and constructed to standards acceptable to the Town of Hillsborough.