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WAKE COUNTY, NC 1
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
03/22/2006 AT 08:38:07

PREPARED BY & RETURN TO:

Hope Derby Carmichael
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Raleigh, NC 27605

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STATE OF NORTH CAROLINA
COUNTY OF WAKE

SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE GLEN
AT HADDON HALL TOWNHOMES
PHASE 10, SECTION 1,
HADDON HALL SUBDIVISION

THIS SUPPLEMENTAL DECLARATION, made this 22 day of March,
2006, by TIDEWATER LAND, LLC, a North Carolina limited liability company, (hereinafter
referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of all of the real property known as Lots 1 through 43,
The Glen at Haddon Hall Townhomes, Phase 10, Section 1 of Haddon Hall Subdivision, as shown
on plat recorded in Book of Maps 2005, Page 232 (hereafter, "the Property"); and

WHEREAS, the Property was previously subjected to that certain Declaration of Covenants,
Conditions and Restrictions for Haddon Hall Subdivision by instrument dated April 12, 1995 and
recorded in Book 6495, Page 232, Wake County Registry (sometimes hereafter, "Declaration"); and

WHEREAS, Declarant is the owner of the Property and desire to subject the same to
additional covenants and restrictions as set forth herein, each and all of which shall be for the benefit
of such Property and for each and every owner thereof, and shall inure to the benefit of each and
every owner thereof, and shall inure to the benefit of and pass and run with said property, and each
and every lot or parcel thereof, and shall apply to and bind the successors interest and any owner
thereof.

NOW, THEREFORE, Declarant declares that the real property described below is and shall
be held, transferred, sold and conveyed subject to the Declaration of Covenants, Conditions and
Restrictions for Haddon Hall Subdivision as recorded in Book 6495, Page 232, Wake County
Registry, and as amended, said Declaration being incorporated herein by reference, AND the
Property shall be held, transferred, sold and conveyed subject to the following additional covenants
and restrictions:

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1. ADDITIONAL ASSESSMENT PAYABLE TO HADDON HALL COMMUNITY ASSOCIATION, INC. The Declarant, for each Lot owned within the Property, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Haddon Hall Community Association, Inc. (hereafter, "Association"): (i) Additional Annual Assessments or, charges; (ii) Special Assessments for capital improvements.

The Additional Annual and Special Assessments, together with interest, costs and fines and reasonable attorney's fees incurred by the Association in connection therewith, shall be a charge and continuing lien upon the Lot against which such Assessment is made, and also the personal obligation of the Owner of the Lot at the time when such Assessment came due. The personal obligation of an Owner for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them. All Assessments shall be shared equally by the Owners of each Lot, except as otherwise provided in this Section.

2. PURPOSE OF ADDITIONAL ANNUAL ASSESSMENT. The Additional Annual Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents and the Property; enforcing this Declaration and the rules of the Association; improving and maintaining the common areas within the Property, including the maintenance of any private streets located thereon; lawn maintenance for each Lot within the Property; and such other purposes as the Association may from time to time determine.

3. BASES AND MAXIMUM OF ADDITIONAL ANNUAL ASSESSMENTS. Through December 31, 2005, the maximum Additional Annual Assessment shall not be in excess of Six Hundred Dollars

(\$600.00) per Lot, the exact amount of which shall be determined as provided in Subsection (c) of this Section 3. The Additional Annual Assessment may be collected on a monthly installment basis.

(a) From and after January 1, 2006, the maximum Additional Annual Assessment may be increased effective January 1 of each year by the Board of Directors of the Association, without a vote of the membership, provided the increase is not more than ten percent (10%) above the maximum Additional Annual Assessment for the previous year.

(b) From and after January 1, 2006, the maximum Additional Annual Assessments may be increased by a percentage greater than ten percent (10%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a duly called special meeting for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting, although the amount of the proposed Assessment need not be stated. The presence at this meeting of Members entitled to cast, or proxies entitled to cast thirty percent (30%) of the votes of each class of Members shall constitute a quorum present or represented.

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4. SPECIAL ASSESSMENTS FOR EXTRAORDINARY EXPENSES. In addition to the Additional Annual Assessments authorized above, the Association may levy in any Assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area within the Property, including the necessary fixtures and personal property related thereto, or any other extraordinary expense of the Association, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting, although the amount of the proposed Assessment need not be stated. The presence at this meeting of Members entitled to cast, or proxies entitled to cast thirty percent (30%) of the votes of each class of Members shall constitute a quorum present or represented.

5. COMMENCEMENT OF ADDITIONAL ANNUAL ASSESSMENT PAYABLE BY DECLARANTS. No Additional Annual Assessment installment shall be due for any Lot owned by Declarant until the first day of the seventh month following the recordation of this Supplemental Declaration.

6. PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION. The real property which is made subject to this Supplemental Declaration is described as

BEING all that real property known as Phase 10, Section 1, Haddon Hall Subdivision, also known as The Glen at Haddon Hall Townhomes, as shown on plat recorded in Book of Maps 2005, Page 232, Wake County Registry.

IN TESTIMONY WHEREOF, Declarant has caused this instrument to be executed all as of the day and year first above written.

TIDEWATER LAND, LLC

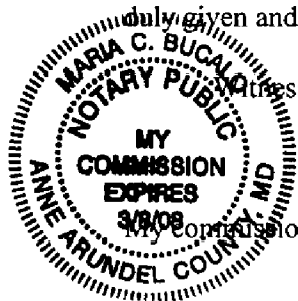
By:

[Handwritten Signature]
Member/Manager

~~MARYLAND~~
~~NORTH CAROLINA~~
WAKE COUNTY
ANNE ARUNDEL

I, a Notary Public of the County and State aforesaid, certify that James W. Thomasson, Jr. personally came before me this day and acknowledged that ~~that~~ he is a Member/Manager of TIDEWATER LAND, LLC, a North Carolina limited liability company, and that by authority ~~given~~ and as the act of the company, the foregoing instrument was signed by him.

I witness my hand and official stamp or seal this 22nd day of August 2005.



Maria C. Bucalo
Notary Public

My commission expires: 3/8/08

