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Prepared by and return to: David T. Pryzwansky (Box 133)  
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Wake County, NC 360  
Laura M Riddick, Register Of Deeds  
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**STATE OF NORTH CAROLINA: SUPPLEMENTAL DECLARATION OF  
COVENANTS CONDITIONS AND  
RESTRICTIONS FOR PHASE VIII,  
COUNTY OF WAKE: HADDON HALL SUBDIVISION  
(THE HASTINGS AT HADDON HALL)**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PHASE VIII, HADDON HALL SUBDIVISION (THE HASTINGS AT HADDON HALL) ("Supplemental Declaration") is made this 6<sup>th</sup> day of February, 2001, by **HADDON HALL LIMITED PARTNERSHIP**, a Delaware limited partnership ("Declarant").

WHEREAS, Declarant is the Declarant of that Declaration of Covenants, Conditions and Restrictions for Haddon Hall Subdivision recorded April 12, 1995 in Book 6495, page 232, Wake County Registry ("Declaration"); and

WHEREAS, Declarant is the owner of that property described as follows:

BEING all of that 21.286 acre tract as shown on that survey entitled "Annexation Map for the Town of Apex, Property of Haddon Hall Limited Partnership" dated July 19, 2000 and prepared by Bass, Nixon & Kennedy, Inc., consulting engineers and recorded in Book of Maps 2000, page 1696, Wake County Registry ("Property") (note that part of the Property is shown on Book of Maps 2000, page 2110, Wake County Registry); and

WHEREAS, the Property is part of the property subject to the Declaration ("Haddon Hall Subdivision") and is to be developed as Phase VIII, Haddon Hall Subdivision; and

WHEREAS, Article XIII, Section 10 of the Declaration provides that Declarant may impose supplemental, additional or different restrictions on various phases of Haddon Hall Subdivision; and

WHEREAS, Declarant desires to subject the Property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of the Property and for each owner of any part, lot or parcel thereof, and which shall inure to the benefit of and pass and run with the Property and each and every part, lot and parcel thereof, and shall apply to and bind all present and future owners of any part, lot or parcel of the Property and their successors in title and interest.

NOW, THEREFORE, Declarant hereby supplements the Declaration by declaring that the Property shall be further held, transferred, sold and conveyed subject to following covenants,

conditions and restrictions, which covenants, conditions and restrictions shall be in addition to those set forth in the Declaration:

1. Phase VIII Architectural Control Committee. Pursuant to Article IX, Section 2 of the Declaration, Declarant hereby creates a new Architectural Control Committee for the purpose of reviewing plans, specifications, and site plans for initial Improvements to be constructed or placed on a Lot on the Property. This committee shall be known as the Phase VIII Architectural Control Committee and shall have three (3) members. The Declarant shall appoint the members of the Phase VIII Architectural Control Committee through and including December 31, 2009 (the members shall not be the same members as the Architectural Control Committee). Except as provided herein, the Phase VIII Architectural Control Committee shall be subject to and shall comply with the provisions of the Declaration applicable to the Architectural Control Committee.

2. Subdivision Theme. The Property shall be known as The Hastings at Haddon Hall and the dwelling on each Lot shall be constructed in a Neo-Traditional Style as approved by the Phase VIII Architectural Control Committee.

3. Building Restrictions. The Property shall be subject to the following building restrictions:

A. Square Footage. Any dwelling erected on a Lot shall contain a minimum enclosed dwelling area of 2,200 square feet. In addition thereto, and unless a variance is granted as provided herein, all dwellings shall have an enclosed two car garage attached to the main dwelling. The term "enclosed dwelling area" as used in this section shall mean the total enclosed area within a dwelling subject to heating and cooling, and at the discretion of the Phase VIII Architectural Control Committee may include basement space; provided however, that the term specifically does not include garages, terraces, open porches, decks, stoops and like areas regardless of heating or cooling. Variances of these square footage requirements in the amount of 15% may be granted by the Phase VIII Architectural Control Committee, but in no case will the size be less than that required by the governmental agency having jurisdiction over the Property.

B. Grass Sod, Maple Trees and Curb to Sidewalk Maintenance. Each Lot Owner shall plant and maintain grass sod in the entire front yard of the Lot and, if the Lot fronts on more than one street, in the entire yard area between the dwelling and the street on such side. In addition, each Lot Owner shall plant in the front yard a red maple tree of not less than two (2) inches in diameter and eight (8) feet in height in a location that is centered and approximately fifteen (15) feet from the curb and, if the Lot fronts on more than one street, in such side yard(s), centered and approximately fifteen (15) feet from the curb. The Lot Owner shall maintain the grass and tree(s) in a good condition and shall replace any dead grass or dead tree(s). Each Lot Owner shall be responsible for maintaining the area between the curb of the street(s) adjoining the Lot and the sidewalk.

4. Variances. The Phase VIII Architectural Control Committee shall have the power to grant, and may allow, variances of, and adjustments of, the restrictions established herein in order to overcome practical difficulties and prevent unnecessary hardships in application of the restrictions contained herein: provided, however, that variances or adjustments are in conformity with the intent and purposes hereof; and, provided also, that in every instance such variance or

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adjustment will not be materially detrimental or injurious to other Lots in the immediate neighborhood. No variance shall be permitted if it violates governmental minimum standards.

In the event of the grant of any variance in the restrictions established herein, the Association (or the Declarant for so long as it appoints the members of the Phase VIII Architectural Control Committee) on behalf of the Phase VIII Architectural Control Committee shall execute a document attesting to such grant and the specific nature thereof in form suitable for recording, so that the Lot Owner may record the document in the Registry of the County in which the Lot is located. Such document shall be prepared at the cost of the Lot Owner and shall be binding upon the Declarant, the Association, its successors and assigns, and other Lot Owners and may be relied upon by third parties to evidence the variance approval.

Any purchaser of a lot or institution financing a lot shall rely on the foregoing statement.

5. Plans and Specification. Pursuant to the Declaration and as provided herein, the specific plans and specifications for the dwelling and every other building or structure, or addition or alteration thereto, shall be subject to the prior approval of the Phase VIII Architectural Control Committee.

6. Capitalized Terms. All capitalized terms herein shall have the same meaning as given to them in the Declaration.

7. Declaration Ratified. Except as herein modified, all terms and provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect. In the event of a conflict between the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control.

[signature and notary acknowledgment on following page]

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IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed and sealed the day and year first written above.

HADDON HALL LIMITED PARTNERSHIP, a  
Delaware limited partnership

By: Haddon Hall, Inc., a Delaware corporation,  
general partner

By:   
Arthur N. Steckler, President

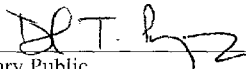
STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, the undersigned Notary Public of the County and State aforesaid, certify that Arthur N. Steckler, President of Haddon Hall, Inc., a Delaware corporation, general partner of Haddon Hall Limited Partnership, a Delaware limited partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of the corporation as general partner of the limited partnership.

Witness my hand and official stamp or seal, this 6 day of February, 2001.

**DAVID T. PRYZWANSKY**  
NOTARY PUBLIC  
WAKE COUNTY, N.C.  
My Commission Expires 05-12-2002

  
Notary Public  
My Commission Expires: 5-12-2002

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Laura M Riddick  
Register of Deeds  
Wake County, NC



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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 \_\_\_\_\_

*David T. Pryzwansky*

\_\_\_\_ 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

*Shacklock C. Salmon*

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

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