

Return to R. Roy Mitchell, Jr., PO Box 2917, Durham, NC 27715

BOOK 2628 PAGE 937

Drawn by ~~unreferred to~~:  
Anthony W. Oxley  
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225 Peachtree Street, N.E., Suite 1200  
Atlanta, Georgia 30303

Cross Reference: Declaration Deed Book 2628  
Page 888

**FIRST SUPPLEMENTARY DECLARATION TO THE  
DECLARATION OF PROTECTIVE COVENANTS  
FOR COUNTRY CLUB HEIGHTS**

THIS SUPPLEMENTARY DECLARATION is made as of the date set forth below by Country Club Heights, a North Carolina general partnership ("Declarant").

WHEREAS, Declarant recorded that certain Declaration of Protective Covenants for Country Club Heights ("Declaration") in Deed Book 2628, Page 888 *et seq.*, in the Office of the Register of Deeds of Durham County, North Carolina, on April 12, 1999, as amended and supplemented in the aforesaid Office of the Register of Deeds from time to time; and

WHEREAS, pursuant to the terms of Section 17 of the Declaration, Declarant may unilaterally designate any portion of the real property described in Exhibit "A" to the Declaration as a Neighborhood as such term is defined in Section 1(n) of the Declaration by recording a Supplementary Declaration describing the property to be designated and such Supplemental Declaration may modify or add to the terms of the Declaration for the property subject to such Supplementary Declaration; and

WHEREAS, the property described in Exhibit "A" to this Supplementary Declaration (the "Townhomes") is a portion of the property described in Exhibit "A" to the Declaration; and

WHEREAS, Declarant desires to designate the Townhomes as a Neighborhood with the modifications relating to assessments, maintenance, and insurance as more specifically set forth herein;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby designates the Townhomes as a Neighborhood. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, as amended and supplemented from time to time, and the following additional provisions, all 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.

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**ARTICLE I**  
**Definitions**

The definitions set forth in Article II of the Declaration are incorporated herein by reference. Capitalized terms shall be defined as provided in such definitions, except as otherwise specifically defined herein.

**ARTICLE II**  
**Special Provisions**

Notwithstanding anything to the contrary in the Declaration:

2.1. Maintenance Responsibility. Owners within the Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining and insuring the Limited Common Areas and certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood. This may include, without limitation, the costs of maintaining any signage, entry features, building exteriors, landscaping, right-of-way and greenspace between the Neighborhood and adjacent public roads, private streets within the Neighborhood, and lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance shall be performed by the Association. All costs of maintenance pursuant to this paragraph shall be assessed as a Neighborhood Assessment only against the Units within the Neighborhood to which the services are provided.

2.2. Insurance. The Association shall obtain and maintain insurance for the exteriors of structures in the Neighborhood. Such insurance shall comply with the requirements of Section 7(e) of the Declaration. Any such policy shall provide for a certificate of insurance to be furnished upon request to the Owner of each Lot insured. Premiums for such insurance shall be assessed pursuant to Section 7(d) of the Declaration.

2.3. Party Walls. Each wall which is built as a part of the original construction which serves as the dividing line between Lots and/or separates any two adjoining dwellings shall constitute a party wall. To the extent not inconsistent with the provisions of this Paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions. The right of any Owner to contribution from any other Owner under this Paragraph shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

**ARTICLE III**  
**Amendment**

3.1. By Declarant. Declarant may unilaterally amend this Supplementary 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; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state, or federal governmental agency. In addition, so long as Declarant owns property described in Exhibit "A" for development or sale, it may unilaterally amend this Supplementary Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner without such Owner's consent in writing.

3.2. By Owners. Except as otherwise specifically provided above, this Supplementary 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 Neighborhood and, so long as Declarant owns any Lots within the Neighborhood, the consent of Declarant. In addition, the consent of the Board of Directors of the Association shall be required. 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.

3.3. Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of Declarant without Declarant's written consent, (or the assignee of such right or privilege). If an Owner consents to any amendment to this Supplementary Declaration, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon recording in the Office of the Register of Deeds, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of such recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplementary Declaration.

IN WITNESS WHEREOF, Declarant hereby executes this instrument under seal this the  
12th day of April, 1999.

**DECLARANT:** COUNTRY CLUB HEIGHTS,  
A North Carolina General Partnership

By: Richard B. Williams (SEAL)  
Richard B. Williams

By: Russell N. Barringer, Jr. (SEAL)  
Russell N. Barringer, Jr.

By: T. C. Stanford (SEAL)  
T. C. Stanford

By: R. Roy Mitchell, Jr. (SEAL)  
R. Roy Mitchell, Jr.

By: Walker S. Stone (SEAL)  
Walker S. Stone

By: Michael W. Powell (SEAL)  
Michael W. Powell

Signed, sealed, and delivered  
this 12th day of April,  
1999, in the presence of:

Patsy E. Strayer  
Witness

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I, Linda H. Pridden, a Notary Public for said County and State, do hereby certify that Richard B. Williams, Russell N. Barringer, Jr., T. C. Stanford, R. Roy Mitchell, Jr., Walker S. Stone, and Michael W. Powell, all of the General Partners of Country Club Heights, a North Carolina General Partnership, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Partnership.

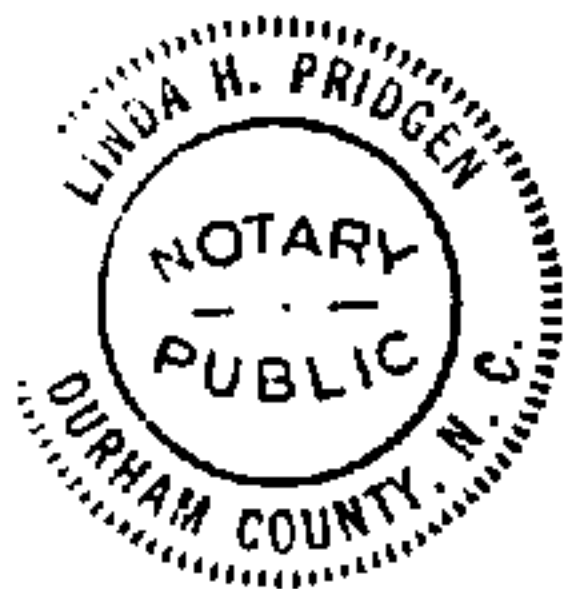
WITNESS my hand and official seal, this the 12<sup>th</sup> day of April, 1999.

Linda H. Pridden  
Notary Public

My Commission Expires:

7-6-2001

[OFFICIAL SEAL]



State of North Carolina - Durham County

The foregoing or annexed certificate(s) of

Linda H. Pridden

A Notary (Notaries) Public for the Designated Governmental units is(are) certified to be correct.

This the 12 day of April, A.D. 19 99

WILLIE L. COVINGTON  
Register of Deeds

[Signature]  
By: Assistant Deputy  
Register of Deeds

FILED  
BOOK 2628 PAGE 941-943  
'99 APR 12 PM 12 16  
WILLIE L. COVINGTON  
REGISTER OF DEEDS  
DURHAM COUNTY, N.C.

EXHIBIT "A"  
TO FIRST SUPPLEMENTARY DECLARATION TO THE  
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**Tract A - Description of the Villas area, Phase 3:** BEGINNING a control corner, said point having N.C. NAD 83 Grid coordinates of N: 845,582.71 E: 2,006,662.76, and being located South 19 degrees 29 minutes 14 seconds East, a distance of 1317.84 feet from a 3/4 inch iron pipe, the northwest corner of the tract described in Deed Book 2406 Page 317, said iron pipe being located North 43 degrees 34 minutes 23 seconds East, a distance of 353.61 feet from concrete monument GPS-3, having N.C. NAD 83 Grid coordinates of N: 846,568.86 E: 2,005,979.39, as documented in Deed Book 2403 Page 232; THENCE from the control corner point of beginning North 2 degrees 37 minutes 43 seconds West, a distance of 59.85 feet to a point; THENCE South 80 degrees 51 minutes 25 seconds East, a distance of 181.97 feet to a point; THENCE South 30 degrees 30 minutes 06 seconds East, a distance of 60.39 feet to a point; THENCE South 61 degrees 08 minutes 23 seconds East, a distance of 143.58 feet to a point; THENCE South 63 degrees 59 minutes 27 seconds East, a distance of 92.51 feet to a point; THENCE South 51 degrees 23 minutes 34 seconds East, a distance of 118.73 feet to a point; THENCE South 10 degrees 27 minutes 14 seconds East, a distance of 164.16 feet to a point; THENCE South 79 degrees 33 minutes 32 seconds West, a distance of 155.60 feet to a point; THENCE around a curve in a clockwise direction having a delta angle of 86 degrees 54 minutes 08 seconds, an arc distance of 720.45 feet, a radius of 475.00 feet, and a chord of North 56 degrees 59 minutes 24 seconds West, a distance of 653.35 feet to a point; THENCE North 76 degrees 31 minutes 00 seconds East, a distance of 166.48 feet to the PLACE OF BEGINNING containing 4.60 acres.

**Tract B - Description of the Villas area, Phase 4:** BEGINNING at a point, said point having N.C. NAD 83 Grid coordinates of N: 845,434.00 E: 2,006,486.50, and being located South 10 degrees 43 minutes 15 seconds East, a distance of 1415.77 feet from a 3/4 inch iron pipe, the northwest corner of the tract described in Deed Book 2406 Page 317, said iron pipe being located North 43 degrees 34 minutes 23 seconds East, a distance of 353.61 feet from concrete monument GPS-3, having N.C. NAD 83 Grid coordinates of N: 846,568.86 E: 2,005,979.39, as documented in Deed Book 2403 Page 232; THENCE from the point of beginning around a curve in a counterclockwise direction having a delta angle of 75 degrees 32 minutes 08 seconds, an arc distance of 692.13 feet, a radius of 525.00 feet, and a chord of South 62 degrees 40 minutes 24 seconds East, a distance of 643.08 feet to a point; THENCE South 52 degrees 43 minutes 19 seconds East, a distance of 299.07 feet to a point; THENCE South 44 degrees 28 minutes 22 seconds West, a distance of 69.90 feet to a point; THENCE South 8 degrees 20 minutes 37 seconds West, a distance of 120.04 feet to a point; THENCE South 25 degrees 37 minutes 22 seconds East, a distance of 114.96 feet to a point; THENCE South 11 degrees 14 minutes 15 seconds West, a distance of 464.74 feet to a point in the center of Pea Creek; THENCE along the centerline of Pea Creek as it meanders the following courses: North 71 degrees 47 minutes 07 seconds West, a distance of 81.76 feet; South 86 degrees 25 minutes 11 seconds West, a distance of 53.89 feet; South 78 degrees 25 minutes 00 seconds West, a distance of 67.24 feet; North 35 degrees 26 minutes 46 seconds West, a distance of 48.37 feet; THENCE leaving Pea Creek North 6 degrees 42 minutes 01 seconds East, a distance of 278.58 feet to a point; THENCE North 55 degrees 07 minutes 03 seconds East, a distance of 101.38 feet to a point; THENCE North 1 degrees 50 minutes 53 seconds East, a

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distance of 343.33 feet to a point; THENCE North 16 degrees 21 minutes 37 seconds West, a distance of 156.70 feet to a point; THENCE South 73 degrees 38 minutes 19 seconds West, a distance of 104.64 feet to a point; THENCE around a curve in a clockwise direction having a delta angle of 42 degrees 14 minutes 35 seconds, an arc distance of 75.57 feet, a radius of 102.50 feet, and a chord of South 37 degrees 18 minutes 30 seconds West, a distance of 73.87 feet to a point; THENCE South 20 degrees 40 minutes 15 seconds East, a distance of 117.97 feet to a point; THENCE South 69 degrees 21 minutes 57 seconds West, a distance of 306.01 feet to a point; THENCE North 20 degrees 38 minutes 03 seconds West, a distance of 18.60 feet to a point; THENCE South 69 degrees 21 minutes 02 seconds West, a distance of 54.00 feet to a point; THENCE North 20 degrees 38 minutes 58 seconds West, a distance of 104.00 feet to a point; THENCE around a curve in a clockwise direction having a delta angle of 43 degrees 36 minutes 23 seconds, an arc distance of 112.26 feet, a radius of 147.50 feet, and a chord of North 71 degrees 45 minutes 42 seconds West, a distance of 109.57 feet to a point; THENCE South 88 degrees 05 minutes 33 seconds West, a distance of 171.39 feet to a point in the western boundary of the tract described in Deed Book 2406 Page 317; THENCE North 1 degrees 54 minutes 59 seconds West, along said boundary a distance of 440.09 feet to a point; THENCE North 71 degrees 47 minutes 11 seconds East, a distance of 225.77 feet to the PLACE OF BEGINNING containing 9.94 acres.

This descriptions to Tract A and Tract B above may be modified to some degree when the plat and survey for the townhomes has been approved by Durham City-County Planning Department under the Subdivision Ordinance.