



Declaration in the Granville County, North Carolina Registry. Each Supplemental Declaration shall be effective upon recordation in the Granville County, North Carolina Registry, and shall incorporate, either expressly or by reference, the provisions of this Declaration. A Supplemental Declaration may contain such other terms and conditions, as the parties subjecting the additional property to this Declaration may agree upon. In addition, as to any Supplemental Declaration which adds property to this Declaration, Declarant may include such additional or different covenants, conditions, restrictions, easements, privileges, charges, assessments, liens, options, rights, terms and provisions as the Declarant, in its discretion, may determine. Each Owner of a Lot subject to the Supplemental Declaration shall be a member of the Association and shall be subject to an assessment by the Association in accordance with the terms of this Declaration.

2. Article III, entitled "Building and Use Restrictions," shall be amended as follows:

Section 16. The entrance traffic island, the landscape easements, or any other easements as depicted on any recorded plat for the Subdivision, shall be maintained by the PHOA.

3. Article V, entitled "Homeowners Association and Covenants for Maintenance and Assessment", Section 1 shall be amended to delete the following:

The Association shall be formed at the time of the assignment of the Common Areas to the Associations by the Declarant.

4. Article V, entitled "Homeowners Association and Covenants for Maintenance and Assessment", Section 2 shall be amended as follows:

Section 2. Upon incorporation, the PHOA shall be vested with the powers to a) perform upkeep maintenance and repair of the entrance area; b) to maintain and manage other Common Areas assigned by the Declarant; c) to collect dues for expenses as defined in Article 1, Section 8; d) to elect a minimum of five (5) officers; e) to establish an annual meeting date for the election of officers; f) to inform all Members in writing ten (10) days prior to the meeting; g) to establish such by-laws as may necessary to conduct the business of the Association; h) make contracts, enter into leases and incur liabilities; i) promote the health, safety, and well-being of the Members; j) employ managers, agents and other employees such as a management company to perform all of the foregoing.

5. Article V, entitled "Homeowners Association and Covenant for Maintenance and Assessment", Section 9 shall be amended to delete the following:

"The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Areas."

6. Article VI, entitled "General Provisions," Section 1 shall be amended as follows:

Section 1. These restrictions and conditions are covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of this instrument. These covenants may not be altered or changed prior to that date without the written consent of Declarant as long

as Declarant owns property or lots in any phase of the subdivision or in any property annexed and made subject to these covenants. At such time that the Declarant no longer owns such property, these covenants may be altered or changed by an agreement of eighty percent (80%) of lot owners of all property subject to this Declaration. Any amendments must be recorded. After completion of the initial thirty (30) year period, said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of eighty percent (80%) it is agreed to change said covenants in whole or in part.

- 7. Article VI, entitled "General Provisions," shall be amended to include the following:

Section 4. Special Declarant Rights. Notwithstanding anything contained herein to the contrary, as long as the Declarant is the owner of any property or lot subject to said covenants, Declarant expressly reserves the right to: (i) subject additional property to this Declaration by the method described herein; (ii) amend this Declaration without the consent of any owners or Members; (iii) select, appoint and remove the officers and the board of directors of the Association, who need not be Members of the Association. The Declarant may waive or assign any of the rights reserved herein to a Member, a non-member, another entity (such as a management company), or the Association.

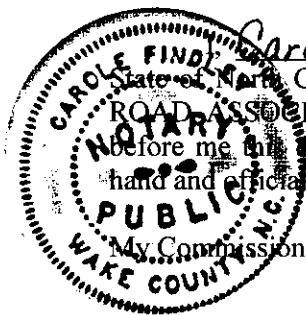
Invalidation of any one of these amendments shall not affect any other provision herein or any part of the Declarations which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has signed and sealed this instrument, the 6 day of July 2007.

GARNER ROAD ASSOCIATES, LLC,  
A North Carolina Limited Liability Company

BY: R. Wayne Bailey

NORTH CAROLINA  
WAKE COUNTY



Carole Findley, a Notary Public of the County of WAKE, State of North Carolina, certify that R. Wayne Bailey, a Member of GARNER ROAD ASSOCIATES, LLC, a North Carolina Limited Liability Company, personally came before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 6 day of July, 2007.

My Commission Expires: Nov. 14, 2010

Carole Findley  
Notary Public  
Carole Findley