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Sample of Typical Supplemental Covenant  
Recorded in Register of Deeds  
Mecklenburg County, NC  
For Each Final Plat That Included  
Single-family Lots

Return to:  
Douglas L. Boone  
Boone Communities  
P.O. Box 339  
Davidson, North Carolina 28036

Cross Reference:

Deed Book 11326  
Page 875

**SUPPLEMENTAL COVENANT FOR  
THE NEW NEIGHBORHOOD AROUND ST. ALBAN'S SQUARE IN DAVIDSON,  
NORTH CAROLINA**

THIS SUPPLEMENTAL COVENANT is made as of the date set forth below by BOONEcommunities/Davidson, L.L.C., a North Carolina limited liability company ("Founder").

WHEREAS, on June 1, 2000, the Founder recorded The Covenant for The New Neighborhood Around St. Alban's Square in Davidson, North Carolina in Deed Book 11326, Page 875 *et seq.*, in the office of the Register of Deeds of Mecklenburg County, North Carolina (as amended and supplemented, the "Covenant"); and

WHEREAS, pursuant to the terms of Section 10.1 of the Covenant, until all property described on Exhibit "B" of the Covenant has been subjected to the Covenant or seven years after the Covenant is recorded, the Founder may subject all or any portion of the real property described on Exhibit "B" to the Covenant to the provisions of the Covenant by recording a Supplemental Covenant describing the property being subjected; and

WHEREAS, the property described on Exhibit "A" of this Supplemental Covenant ("Additional Property") is a portion of that property described on Exhibit "B" to the Covenant; and

WHEREAS, all of the real property described on Exhibit "B" to the Covenant has not previously been subjected to the Covenant and this Supplemental Covenant is being recorded within seven years of the recording of the Covenant; and

WHEREAS, pursuant to the terms of Section 7.4 of the Covenant, each supplemental covenant may assign property to a specific Peer Group (as defined in the Covenant), which may be existing or newly created; and

WHEREAS, the Founder desires to subject the Additional Property to the provisions of the Covenant and to assign such property to the existing Peer Group known as the "Single Family Peer Group;" and

NOW, THEREFORE, pursuant to the powers retained by the Founder under the Covenant, the Founder hereby subjects the property described on Exhibit "A" hereto to the provisions of the Covenant and this Supplemental Covenant and to the jurisdiction of St. Alban's Square Neighborhood Association, Inc. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Covenant and the Covenant, 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.

**ARTICLE I**  
**Assignment to Single Family Peer Group**

Pursuant to the terms of Section 7.4 of the Covenant, the Additional Property is assigned to the Single Family Peer Group.

**ARTICLE II**  
**Amendment**

The Founder shall have the unilateral right to amend this Supplemental Declaration so long as it has the unilateral right to amend the Declaration. Otherwise, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of 75% of the total Class "A" votes assigned to Owners of Units within the Single Family Peer Group, and the consent of the Founder so long as the Founder owns any portion of the Neighborhood.

Notwithstanding anything to the contrary herein contained, no amendment to this Supplemental Declaration shall be effective which shall impair or prejudice the rights, priorities, or obligations of Founder, a Builder, the Association, or any Mortgagee under the Declaration or the By-Laws without the specific written approval of the Founder, Builder, Association, or Mortgagee affected thereby. Moreover, in any event, Class "A" Members cannot amend to withdraw property from the terms of this Supplemental Declaration unless so provided in the Covenant or by North Carolina law.

[SIGNATURES ON FOLLOWING PAGE]



**EXHIBIT "A"**  
**Legal Description of Property to be Annexed**

**Phase 1, Map 6**

Peer Group Designation: Single Family

ALL THAT TRACT AND PARCEL OF LAND lying and being in Deweese Township, Mecklenburg County, North Carolina, as more particularly described on that Final Plat of A New Neighborhood in Old Davidson – Phase 1, Map 6, prepared by Mitcham & Associates, P.A. under the seal of Jeffrey C. Allen, PLS No. L-3810, and recorded September 5,, 2001, in Plat Book 35, Page 965 in the Office of the Register of Deeds of Mecklenburg County, North Carolina.

Such final recorded subdivision plat has the metes and bounds set forth therein.

**Phase 2, Map 1**

Peer Group Designation: Single Family

ALL THAT TRACT AND PARCEL OF LAND lying and being in Deweese Township, Mecklenburg County, North Carolina, as more particularly described on that Final Plat of A New Neighborhood in Old Davidson – Phase 2, Map 1, prepared by Mitcham & Associates, P.A. under the seal of Jeffrey C. Allen, PLS No. L-3810, and recorded September 5, 2001, in Plat Book 35, Page 969 in the Office of the Register of Deeds of Mecklenburg County, North Carolina.

Such final recorded subdivision plat has the metes and bounds set forth therein.