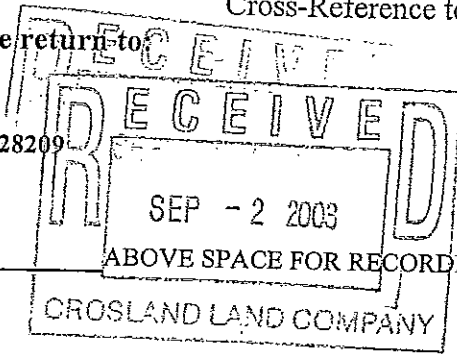


Cross-Reference to Declaration recorded at:

Upon recording, please return to:  
Crosland Land Company  
141 Scaleybark Road  
Charlotte, North Carolina 28209

Book 12837  
Page 143



FOR REGISTRATION JUDITH A. GIBSON  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
2003 AUG 14 03:24 PM  
BK: 15919 PG: 640-645 FEE: \$26.00  
INSTRUMENT # 2003188622



**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR BLAKENEY  
(Blakeney Professional Center, Phase I)**

THIS SUPPLEMENTAL DECLARATION is made this \_\_\_ day of \_\_\_\_\_,  
20\_\_\_, by BLAKENEY HEATH LIMITED PARTNERSHIP, a North Carolina limited  
partnership ("Declarant").

**BACKGROUND STATEMENT**

WHEREAS, Declarant executed and filed that certain Declaration of Covenants and Easements for Blakeney (also known as the Declaration of Covenants, Conditions, and Restrictions for Blakeney) which was recorded on October 31, 2001, in Book 12837, Page 143, *et seq.*, in the Office of the Register of Deeds for Mecklenburg County, North Carolina (the "Declaration"); and

WHEREAS, pursuant to the terms of Article VI, Sections 6.1 and 6.3 of the Declaration, Declarant may, with the consent of the owner thereof, submit all or any portion of the property described on Exhibit "B" of the Declaration ("Expansion Property") to the terms of the Declaration and impose additional covenants and easements on any portion of the property submitted to the Declaration; and

WHEREAS, the property described on Exhibit "A" of this Supplemental Declaration (the "Additional Property") is a portion of the Expansion Property; and

WHEREAS, the Declarant, as the owner of the Additional Property, desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and to this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of

this Supplemental Declaration and the Declaration, 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. The provisions of this Supplemental Declaration shall be binding upon Blakeney Association, Inc., a North Carolina corporation (the "Association") in accordance with the terms of the Declaration.

## **ARTICLE I** **Definitions**

The definitions set forth in Article II of the Declaration are incorporated herein by reference.

## **ARTICLE II** **Amendment**

### 2.1. By Declarant.

Until conveyance of the first Unit within the Additional Property to a Person other than a Builder, Declarant may unilaterally amend this Supplemental Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Supplemental 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, to make, purchase, insure or guarantee mortgage loans on the Units; or (d) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing.

In addition, so long as Declarant or any Declarant Affiliate owns any portion of the property described on Exhibits "A" or "B" of the Declaration for development or sale, it may unilaterally amend this Supplemental Declaration to submit additional property to the terms hereof, to reflect any revisions or amendments to the plats referenced on Exhibit "A" hereof, and, provided the amendment has no material adverse effect upon any right of any Owner without such Owner's consent in writing, for any other purpose.

Notwithstanding this reserved right, a revision or amendment to a plat shall not require an amendment to this Supplemental Declaration so long as no property is added or excluded from the plat by the revision or amendment thereto. Declarant reserves the right to record revised, amended, or additional plats that only affect internal boundaries between lots, combine lots, or subdivide lots shown on the original plat and, so long as they do not alter the overall property submitted to the Declaration by this Supplemental Declaration, such revised, amended or additional plats shall not necessitate an amendment to this Supplemental Declaration.

2.2. By Owners.

Except as otherwise specifically provided above, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners of 75% of the Units within the Additional Property and, so long as Declarant owns any Unit in Blakeney, 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.

2.3. Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of the Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Supplemental 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 for Mecklenburg County, North Carolina, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within one year of its 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 Supplemental Declaration.

[continued on next page]

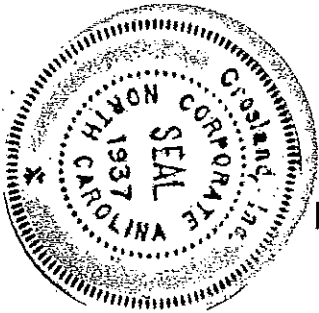
IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration on the date and year first written above.

DECLARANT: BLAKENEY HEATH LIMITED PARTNERSHIP, a North Carolina limited partnership

BY: CROSLAND, INC., a North Carolina corporation, its general partner

By: William G. Dalewett  
Name: William G. Dalewett  
Its: President Vice President

Attest: Colleen A. Wear  
Name: Colleen A. Wear  
Its: Secretary



[corporate seal]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

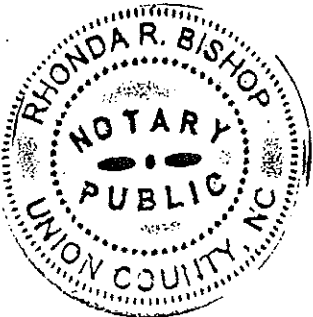
I, the undersigned Notary Public of the County and State aforesaid, certify that William G. Dalewett personally came before me this day and acknowledged that he is the Vice President of Crosland, Inc., a North Carolina corporation, general partner of Blakeney Heath Limited Partnership, a North Carolina limited partnership, and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by William G. Dalewett, its <sup>vice</sup> President, sealed with the corporate seal and attested by Colleen A. Wear, its Secretary.

Witness my hand and official seal this 14<sup>th</sup> day of August, 2008.

[NOTARY SEAL]

Rhonda R Bishop  
Notary Public  
My Commission Expires: May 7, 2008

5112.10/SuppDecl-Blakeney/081103/jps

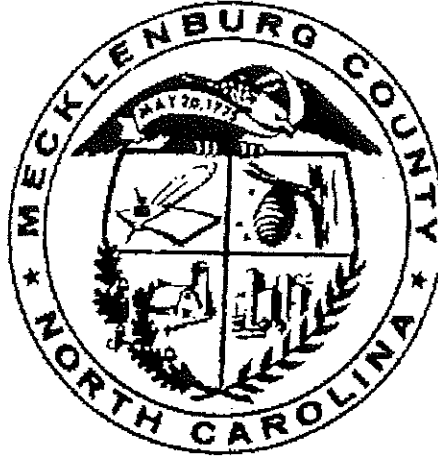


## EXHIBIT "A"

### Additional Property

ALL THAT TRACT OR PARCEL OF LAND lying and being in Providence Township, Mecklenburg County, North Carolina and being more particularly described as follows:

Beginning at an existing iron pin marking the northeast corner of Lot 28 of Landon Meadows Phase 2-A as shown on the subdivision plat thereof recorded in Map Book 24, Page 168, in the Office of the Register of Deeds of Mecklenburg County, North Carolina, and the southeast corner of Lot 81 of Coventry at Landon Meadows, Map 2, as shown on the subdivision plat thereof recorded in Map Book 23, Page 778, aforesaid records, thence running S15°57'17"E a distance of 62.91 feet to a point; thence N57°22'43"E a distance of 103.12 feet to a point; thence N51°58'49"E a distance of 483.82 feet to a point which is the TRUE POINT OF BEGINNING; thence N26°43'44"E a distance of 213.25 feet to a point; thence N61°47'52"W a distance of 15.67 feet to a point; thence N26°43'11" East a distance of 500.53 feet to a point; thence N63°16'49"W a distance of 13.01 feet to a point; thence N27°04'53"E a distance of 229.10 feet to a point; thence S63°02'17"E a distance of 32.00 feet to a point; thence N27°00'00"E a distance of 211.70 feet to a point; thence S63°00'15"E a distance of 98.70 feet to a point; thence S27°00'00"W a distance of 56.66 feet to a point; thence S62°42'13"E a distance of 120.81 feet to a point; thence S25°50'01"W a distance of 24.42 feet to a point; thence S30°27'55"W a distance of 180.80 feet to a concrete monument; thence S26°43'11"W a distance of 75.49 feet to an existing iron pin; thence S72°25'37"W a distance of 56.38 feet to an existing iron pin; thence S26°43'11"W a distance of 65.62 feet to an existing iron pin; thence S26°14'16"E a distance of 65.35 feet to an existing iron pin; thence S26°43'11"W a distance of 355.64 feet to an existing iron pin; thence S72°25'37"W a distance of 56.38 feet to an existing iron pin; thence S26°43'11"W a distance of 65.62 feet to an existing iron pin; thence S18°59'15"E a distance of 56.38 feet to an existing iron pin; thence S26°43'11"W a distance of 171.86 feet to a point; thence N63°16'16"W a distance of 225.44 feet to the POINT OF BEGINNING; said tract consisting of 5.843 acres (254,527. sq. ft.) as shown on a survey map entitled "5.843 Acres Blakeney Heath Limited Partnership" prepared by GeoScience Group, Inc. dated June 19, 2003, and signed and sealed by Scott Alan Tierney, North Carolina Professional Land Surveyor, Registration No. L-3166.



JUDITH A. GIBSON  
REGISTER OF DEEDS, MECKLENBURG  
COUNTY & COURTS OFFICE BUILDING  
720 EAST FOURTH STREET  
CHARLOTTE, NC 28202

\*\*\*\*\*  
Filed For Registration: 08/14/2003 03:24 PM  
Book: RE 15919 Page: 640-645  
Document No.: 2003188622  
RESTR 6 PGS \$26.00  
Recorder: MARILYN SMITH

\*\*\*\*\*  
State of North Carolina, County of Mecklenburg

The foregoing certificate of RHONDA R BISHOP Notary is certified to be correct. This 14TH of August 2003

JUDITH A. GIBSON, REGISTER OF DEEDS By: *Valerie F. White*  
Deputy/Assistant Register of Deeds



2003188622