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GUILFORD COUNTY, NC  
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**Prepared By and Return To: Declarant**  
**Declarant's Address: 2000 Aerial Center Parkway, Ste. 110, Morrisville, NC 27560**

**SUPPLEMENTAL DECLARATION OF CREATION OF WORTHING CHASE,  
A PLANNED COMMUNITY**

This Supplemental Declaration is made MAY 11, 2006, by D.R. HORTON, INC., a Delaware corporation, hereinafter referred to as "the Declarant." The Declarant states and declares as follows:

A. The Declarant is the owner of that tract of real estate located in Guilford County, North Carolina, described in **Exhibit A** attached hereto and incorporated herein ("the Townhome Property"). The Townhome Property is a portion of that planned community known as "Worthing Chase" that shall be subdivided into and developed as Townhome Lots and Townhome Common Areas exclusively serving the Townhome Lots.

B. The Declarant previously caused to be recorded at Book 6326 Page 1730, Guilford County Registry, a Declaration of Creation of Worthing Chase, a Planned Community, which was subsequently supplemented by that Supplemental Declaration of record at Book 6363, Page 1377, Guilford County Registry (as supplemented "the Declaration"). The terms and provisions of the Declaration apply to the Townhome Property.

C. Section 11.9 of the Declaration provides that the Declarant, acting in its sole and absolute discretion, shall have the right during the Declarant Control Period to establish separately developed residential Neighborhoods within the Community, designate Limited Common Area for the exclusive use of these Neighborhoods, and subject every Lot situated within a designated Neighborhood to additional covenants, conditions, restrictions and assessments in a Supplemental Declaration.

D. The Declarant now desires to establish the Townhome Property as a separately developed residential Townhome Neighborhood within the Community, designate the Townhome Common Areas within the Townhome Property as Limited Common Areas for the exclusive use of the Townhome Lots, and impose on the Townhome Property additional covenants, conditions and restrictions, the terms of which shall supplement the covenants, conditions and restrictions of the Declaration.

THEREFORE, the Declarant hereby declares that all of the Townhome Property shall hereafter be designated as a Townhome Neighborhood, the Townhome Common Areas within the Townhome

Property shall be designated as Limited Common Areas for the exclusive use of the Townhome Lots, and the Townhome Property shall hereafter be held, sold and conveyed subject to the terms, restrictions, covenants, and conditions set forth in Articles I through VI below, which are for the purpose of enhancing and protecting the value and desirability of the Townhome Property, and which shall run with the Townhome Property and which shall be binding upon all owners of any portion of the Townhome Property and their lessees, guests, mortgagees, heirs, executors, administrators, successors and assigns.

**Article I. Definitions.**

The definitions set forth the Declaration and in N.C.G.S. § 47F-1-103 shall apply to this Supplemental Declaration and are incorporated herein.

**Article II. Townhome Assessments**

2.1 Townhome Base Assessments. All Townhome Expenses incurred, or anticipated to be incurred, by the Association for the exclusive benefit of the Owners of the Townhome Lots shall be shared among the Owners of all Townhome Lots as set forth in Section 2.4 below. The Association shall levy a Townhome Base Assessment, at least annually, equally against each Townhome Lot as its share of the Townhome Expenses incurred for the exclusive benefit of the Owners of the Townhome Lots.

2.2 Townhome Special Assessments. In addition to other authorized assessments, the Association may levy Townhome Special Assessments against each Townhome Lot to cover unbudgeted Townhome Expenses or Townhome Expenses in excess of those budgeted. Any Townhome Special Assessment shall require the affirmative vote or written consent of a majority of the Board and the consent of Declarant during the Declarant Control Period. Townhome Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Townhome Special Assessment is approved.

2.3 Townhome Specific Assessments. The Board shall have the power to levy Specific Assessments against a particular Townhome Lot as follows:

a. to cover the costs, including overhead and administrative costs, of providing services to Townhome Lots upon request of an Owner pursuant to any menu of special services which the Association may offer; and

b. to cover costs incurred in bringing the Townhome Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Townhome Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Townhome Lot Owner prior written notice and, if required by the Declaration, this Supplemental Declaration or the Bylaws, an opportunity for a hearing before levying any Specific Assessment under this subsection 2.3(b).

2.4 Authority to Assess Owners; Time of Payment

Declarant hereby establishes and the Association is hereby authorized to levy Townhome assessments as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Townhome Lot on the first day of the month following the later of: (a) the closing on the sale of a Townhome Lot to a person or entity other than Declarant or (b) the issuance of a certificate of occupancy for a residential dwelling on such Townhome Lot. The

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first annual Townhome Base Assessment levied on each Townhome Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Townhome Lot.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Townhome Lot and impose special requirements for Owners of Townhome Lots with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board provides otherwise, the Townhome Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Townhome Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately.

#### 2.5 Liability for Assessments.

Each assessment levied by the Association, together with interest, late charges and the costs of collection thereof, including reasonable attorney's fees, shall be the personal obligation of all the Owners of each Townhome Lot. The Association shall have the power to take whatever action is necessary, at law or in equity, to enforce this Supplemental Declaration and to collect the assessment, interest, late charges and costs. If the assessment remains unpaid for a period of thirty (30) days after the date of mailing of the notice that it is due, the Association may impose reasonable charges for late payment of assessments, not to exceed the greater of Twenty Dollars (\$20.00) per month from the date of mailing of the notice or ten percent (10%) of any assessment installment unpaid, and the assessment, together with the late charges thereon and the costs of collection thereof (including reasonable attorney's fees) shall constitute a lien on the delinquent Townhome Lot when a claim of lien is filed by the Association against the Townhome Lot in the Office of the Clerk of Superior Court of Guilford County. The lien may be foreclosed by the Association as provided in N.C.G.S. § 47F-3-116.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Owner of a Townhome Lot an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner of a Townhome Lot shall continue to pay Townhome Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner of a Townhome Lot may exempt himself from liability for assessments by non-use of Townhome Common Area, abandonment of his or her Townhome Lot or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Townhome Lot Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action of the Board.

The sale or transfer of any Townhome Lot shall not affect the assessment lien, or relieve such Townhome Lot from the lien for any subsequent assessments. However, the sale or transfer of any Townhome Lot pursuant to foreclosure pursuant to First Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure, except as otherwise provided

in this Section. The subsequent Owner of the foreclosed Townhome Lot shall not be personally liable for assessments on such Townhome Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Townhome Expenses collectible from Owners of all Townhome Lots subject to assessment under Section 2.4, including the subsequent Owner of the foreclosed Townhome Lot.

2.6 Exempt Property.

The following property shall be exempt from payment of Townhome Base Assessments, Townhome Specific Assessments, and Townhome Special Assessments:

- a. all Townhome Common Area;
- b. any property dedicated to and accepted by any governmental authority or public utility; and
- c. any and all property owned by the Declarant.

**Article III. Easements.** The Townhome Property and all portions thereof shall be held, sold and conveyed subject to the following easements:

3.1 Owners' Easement of Enjoyment. Except as limited by the Declaration, this Supplemental Declaration, and the Planned Community Act, every Owner of a Townhome Lot shall have a right of use and enjoyment in and to the Townhome Common Areas which shall be appurtenant to and shall pass with the title to every Townhome Lot. Except as limited by the Declaration, this Supplemental Declaration, and the Planned Community Act, any Owner of a Townhome Lot may delegate his rights of use and enjoyment of the Townhome Common Area to the members of his family, his tenants, contract purchasers who reside on the Townhome Property, or his guests.

3.2 Easements for Encroachments. All Townhome Lots and Townhome Common Area shall be subject to easements for the encroachment of initial improvements constructed on any Townhome Lots or Townhome Common Area to the extent that such initial improvements actually encroach, including, without limitation, such items as overhanging eaves, exterior walls, roof, fence, and patios. In the event of an encroaching initial improvement, it shall be the responsibility of the Owner thereof to maintain the encroaching initial improvement in good condition and repair unless said responsibility is that of the Association as provided in the Declaration. Notwithstanding anything above to the contrary, this provision does not authorize any encroachments except those which exist by virtue of original construction on a Townhome Lot that was approved pursuant to Article V of the Declaration and is in compliance with the Architectural Guidelines.

3.3 Easement for Utility Hookups and Conduits. An easement over each Townhome Lot is hereby reserved unto and established in favor of the Declarant, its successors and assigns, for the installation and maintenance of utility hookups and conduits to serve other Townhome Lots located within the same Townhome Building; however, such utility hookups and conduits shall be located so as to interfere to the minimal extent possible with the use and enjoyment of the Townhome Lot burdened by such easement.

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**Article IV. Insurance.**

4.1 Association's Responsibility. The Association shall purchase and maintain in force insurance coverage as provided by Article VII of the Declaration.

4.2 Owner's Responsibility. Each Owner of a Townhome Lot shall be responsible for obtaining and maintaining at all times insurance at their own expense covering all portions of the Owner's Townhome Lot, including structures and improvements on the Townhome Lot and Owner's personal property. In addition, to the extent not insured by policies of the Association or the extent insurable losses result in the payment of deductibles under the Association's policies, every Owner shall obtain and maintain at all times insurance covering consequential damages to any other Townhome Lot or the Townhome Common Area due to occurrences originating with the Owner's Townhome Lot and caused by the Owner's negligence, the Owner's failure to maintain the Owner's Townhome Lot or any other casualty within the Townhome Lot, which caused damage to any other Townhome Lot or Townhome Common Area. Additionally, each Owner of a Townhome Lot may, at their option, obtain insurance at their own expense to cover their personal liability, and to provide such other coverage as they may desire.

At the Association's request, Owners shall file a copy of each individual policy or policies covering their Townhome Lot and personal property with the Board within ten (10) days after receiving such request. Such Owner shall promptly notify the Association in writing in the event such policy is canceled.

Upon resolution of the Board and at least sixty (60) days' prior written notice to each Owner, the Association may, but shall not be required to, obtain as a Townhome Expense, a blanket insurance policy providing property insurance coverage for all structure on Townhome Lots (exclusive of improvements made by Owners). In such event, the Owners shall be relieved of their insurance responsibility hereunder to the extent the Association assumes such responsibility. Following such an assumption of insurance responsibility, the Association may at any time, upon not less than thirty (30) days' written notice to each Owner, discontinue such blanket insurance coverage, and in such event, each Owner shall immediately obtain in his or her own name and at his or her own expense the insurance coverage for such Owner's Townhome Lot required hereunder.

In the event of damage or destruction to a Townhome Lot, the Owner shall have sixty (60) days to complete any necessary repairs or reconstruction. Such repair or reconstruction shall conform to the architectural requirements set forth in this Declaration. The Owner shall pay any costs that are not covered by insurance proceeds.

**Article V. Party Walls.**

Each wall which is built as a part of the original construction of a Townhome Building upon the Townhome Property and placed on a boundary line between Townhome Lots, and all reconstruction or extension of such walls, shall constitute party walls. Except as provided in this Article, the general rules of law regarding party walls, lateral support in below-grade construction and liability for property damage due to negligence or willful acts or omissions shall apply to party walls on the Townhome Property. The following rules and principles shall also apply to the party walls:

5.1 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be share by the Owners of Townhome Lots who make use of the wall or benefit therefrom in proportion to such use and benefit.

5.2 Construction and Reconstruction of Party Wall. The Owner of any Townhome Lot may construct, reconstruct, or extend a party wall in any direction (subject to and within the limitation of architectural control and other limitation of the Declaration) with the right to go upon the adjoining Townhome Lot to the extent necessary to perform such construction. Such construction shall be done expeditiously. Upon completion of such construction, such Owner shall restore the adjoining Townhome Lot to as near the same condition as prevailed before the commencement of such construction as is reasonably practicable.

5.3 Weatherproofing. Notwithstanding any other provision of this Section, an Owner of a Townhome Lot who, by his negligence or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5.4 Right to Contribution Runs with Land. The right of any Owner of a Townhome Lot to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

5.5 Certification by Adjoining Townhome Property Owner that No Contribution is Due. If any Owner of a Townhome Lot desires to sell his Townhome Lot, he may, in order to assure a prospective purchaser that no adjoining Owner has a right of contribution as provided in this Article, request of the adjoining Owner a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining Owner to make such certification immediately upon request and without charges; provided, however, that where the adjoining Owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

5.6 Dispute Resolution. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each Bound Party covenants and agrees to use good faith efforts to resolve their Claims using the procedures set forth in Section 13.4 of the Declaration.

## **Article VI. General Provisions.**

6.1 Parties Bound. All persons and entities acquiring any interest in any of the Townhome Lots, including but not limited to lessees, shall be bound by the provisions of this Supplemental Declaration. All guests and invitees of such persons and entities, and any other occupants of any of the Townhome Lots, shall likewise be bound.

6.2 Duration. The provisions of this Supplemental Declaration shall run with and bind the Property perpetually, unless and until the Community is terminated pursuant to N.C.G.S. Section 47F-2-118.

6.3 Amendment. This Supplemental Declaration may be amended only by a written instrument executed by the Association and authorized by the affirmative vote of at least sixty-seven percent (67%) of all the Townhome Lots existing at that time, cast in person or by proxy at a meeting held in accordance with the Bylaws of the Association. Any amendment must be recorded to be effective. Notwithstanding the above, during the Declarant Control Period, Declarant shall have the right

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to amend or rescind and restate this Supplemental Declaration by a Recorded Document, without approval or joinder of the Association or any other Party.

6.4 Enforcement. Subject to the provisions of Article XIII in the Declaration, the Declarant, any Owner of a Townhome Lot and/or the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and obligations imposed by this Supplemental Declaration. Subject to the provisions of Article XIII in the Declaration, the Declarant, the Association or any Owner of a Townhome Lot may bring any action necessary to enjoin any violation or breach of the provisions of this Supplemental Declaration. The Declarant, the Association and/or any Owner of a Townhome Lot shall be entitled to recover reasonable attorney's fees incurred in bringing and prosecuting such action from the breaching or violating Owner(s).

6.5 Failure to Enforce Not a Waiver. The failure to enforce any right, reservation, covenant or restriction contained in this Supplemental Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter.

6.6 Assignment by Declarant. Any or all of the rights, powers, easements, functions and obligations reserved or given to the Declarant in this Supplemental Declaration may be assigned to the Association, and the Association shall accept and assume responsibility for any or all such rights, powers, easements, functions and obligations when requested by the Declarant. Any such assignments or transfer shall be made by a Recorded Document, executed by both the Declarant and the Association, and the Association shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Declarant. The Declarant, but not the Association, shall thereupon be released from such obligations and duties.

6.7 Variances. Notwithstanding anything to the contrary contained herein, the Declarant and/or the Association or its designee shall be authorized to grant individual variances from any of the provisions of this Supplemental Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if the Declarant or the Association determine that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

6.8 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions of this Supplemental Declaration, which shall remain in full force and effect.

6.9 Captions. The captions herein are inserted only as a matter of convenience and for reference, and shall not be construed to define, limit or describe the scope of any provision of this Supplemental Declaration.

6.10 Law Controlling. This Supplemental Declaration shall be construed and governed pursuant to the laws of North Carolina.

6.11 References to Statutes. All references herein to any statutory provision shall be construed to include and apply to any subsequent amendments to or replacements of such provision.

IN WITNESS WHEREOF, D.R. Horton, Inc., as the Declarant hereunder, has caused this instrument to be executed by its duly authorized Division President, all by order and authority duly granted by its corporate board of directors, as of the day and year first above written.

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D.R. HORTON, INC.  
a Delaware corporation, Declarant

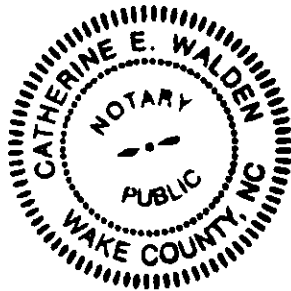
By: *K.R.B.*  
KURT R. BURGER, Division President

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, CATHERINE E. WALDEN, a Notary Public of the County and State aforesaid, certify that KURT R. BURGER personally appeared before me this day and acknowledged that he is a Division President of D.R. Horton, Inc., a Delaware corporation, and that he, being duly authorized to do so, voluntarily executed the foregoing for and on behalf of said corporation.

Witness my hand and official stamp or seal, this 11 day of MAY, 2006.

NOTARY SEAL



*Catherine E. Walden*  
Signature of Notary Public  
My Commission Expires: 9/18/2010



**EXHIBIT A****Description of Townhome Property**

Commencing at an iron pipe in the western boundary of the right-of-way for Southeast School Road, the northeast corner of that 7791.5 square foot tract of City of Greensboro, now or formerly, located in Guilford County, North Carolina, described and conveyed by Consent Judgment of record at Book 4282 Page 733, Guilford County Registry; running thence with the northern border of City of Greensboro tract S78°22'11"W 120.04 feet to an iron pipe; running thence with the western border of City of Greensboro tract S11°35'57"E 71.94 feet to an iron pipe; running thence with the southern border of City of Greensboro tract N71°34'39"E 104.50 feet to a new iron pipe; running thence S09°37'04"E 180.06 feet to a new iron pipe; running thence along a curve to the left having a radius of 1276.43 feet, an arc length of 95.15 feet and a chord bearing S12°31'32"E 95.13 feet to a nail, which said nail is also the POINT AND PLACE OF BEGINNING; running thence from said POINT AND PLACE OF BEGINNING along a curve to the left having a radius of 1276.43 feet, an arc length of 234.03 feet and a chord bearing S19°54'50"E 233.70 feet to a new iron pipe; running thence S25°33'26"E 328.73 feet to an iron pipe; running thence along a curve to the right having a radius of 20.00 feet, an arc length of 31.51 feet and a chord bearing S19°34'27"W 28.35 feet to a new iron pipe; running thence S64°42'20"W 206.84 feet to an iron pipe; running thence along a curve to the left having a radius of 1239.26 feet, an arc length of 339.74 feet and a chord bearing S56°51'08"W 338.68 feet to an iron pipe; running thence along a curve to the left having a radius of 1239.26 feet, an arc length of 50.35 feet and a chord bearing S47°49'34"W 50.35 feet to a nail; running thence N49°51'48"W 69.68 feet to a nail; running thence N57°08'20"E 64.14 feet to a nail; running thence N35°01'26"E 52.86 feet to a nail; running thence N16°15'49"E 48.70 feet to a nail; running thence N26°09'40"E 49.95 feet to a nail; running thence N01°09'46"E 196.40 feet to a nail; running thence N03°40'14"W 131.93 feet to a nail; running thence N07°28'32"E 68.67 feet to a nail; running thence N13°41'58"W 57.36 feet to a nail; running thence N05°21'07"W 101.27 feet to a nail; running thence N49°44'18"E 54.86 feet to a nail; running thence S88°56'16"E 111.90 feet to a nail; running thence N69°33'35"E 83.16 feet to a nail; running thence N38°08'46"E 26.32 feet to the POINT AND PLACE OF BEGINNING.

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