



FOR REGISTRATION REGISTER OF DEEDS
KIMBERLY S. HARGROVE
HARNETT COUNTY, NC
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After Recording Mail To: PF Development Group, Inc., P.O. Box 1328, Cary, NC 27512

SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
THE COLONY AT LEXINGTON PLANTATION SUBDIVISION

(Phase B, Part 2A, 2B and 2C)

THIS SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS THE COLONY AT LEXINGTON PLANTATION SUBDIVISION is made this 14th day of November, 2011 by PF DEVELOPMENT GROUP, INC., a North Carolina corporation (the "Declarant").

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, Easements and Restrictions The Colony at Lexington Plantation, which was recorded on February 24, 2010 in Book 2717, Pages 355-377, Harnett County, North Carolina land records, as amended and supplemented (the "Declaration"); and

WHEREAS, Article II, Section 5 of the Declaration provides that during the period of development, which may extend for a period of fifteen (15) years from the date of the recording of the Declaration, the Declarant shall have the right, by one or more Supplementary Declarations or Annexations, to bring within the plan and operation of the Declaration one or more additional properties; and

WHEREAS, Article II, Section 5 of the Declaration further provides that the Supplementary Declarations may contain such complimentary additions and/or modifications of the covenants and restrictions contained in the Declaration as may be necessary or desirable in the sole judgment of the Declarant as are not inconsistent with the overall plan of the Declaration; and

WHEREAS, Declarant desires to subject the property described in Exhibit A (the "Property") to the provisions of the Declaration and the jurisdiction of The Colony at Lexington Plantation Homeowners Association, Inc.; and

WHEREAS, Declarant desires to amend certain provisions of the Declaration as more fully described below; and

NOW, THEREFORE, pursuant to the powers retained in the Declaration under Article II, Section 5 of the Declaration, and in accordance with the provisions of that Section, Declarant hereby subjects all of the tract or parcel of land described on Exhibit A, attached hereto, and by this reference incorporated herein to the provisions of The Colony at Lexington Plantation Homeowners Association, Inc. Such property shall be sold, transferred, used, conveyed, occupied and encumbered pursuant to the provisions of the Declaration, all of which shall run with the title to the property and shall be binding upon all persons having any right, title or interest in the property, their respective heirs, legal representatives, successors, successors in title and assigns.

1. Minimum and Maximum Square Foot Requirements. Article VII, Section 1 of the Declaration is hereby modified as provided below and shall be binding on the Owners and occupants of the Property:

"Section 1. Square Footage. Any dwelling erected on a detached single-family residential Lot shall contain a minimum enclosed dwelling area of one thousand seven hundred (1,700) square feet and a maximum enclosed dwelling area of two thousand six hundred (2,600) square feet. In addition thereto, and unless a variance is granted therefore as provided herein, all dwellings shall have an enclosed two (2) car garage attached to the main dwelling. The term "enclosed dwelling area" as used in this Article VII, Section 1 shall mean the total enclosed area within a dwelling subject to heating and cooling, and upon approval by Declarant, may include basement space; provided however, that the term specifically does not include garages, terraces, open porches, decks, stoops and like areas regardless of heating or cooling. Variances of these square footage requirements in the amount of 10% may be granted by the Board of Directors of the Association pursuant to Article V hereof, but in no case will the size be less than that required by the governmental agency having jurisdiction over the Property."

2. Architectural Review of Building Plans. The second paragraph of Article V of the Declaration is hereby modified as provided below and shall be binding on the Owners and occupants of the Property:

"Except as otherwise provided in this Declaration, no site preparation (including, but not limited to grading, elevation work, landscaping, sloping or tree work) or initial construction, erection or installation of any improvements, including but not limited to, buildings, fences, signs, walls, bulkheads, screens, landscaping, plantings, equipment, swimming pools, or other structures shall be commenced, erected, placed, altered or maintained upon any lot, until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors, siding, location and elevations of the proposed improvements relative to their existing and future septic field disposal areas, landscaping or plantings have been submitted to, and

approved in writing by, as to compliance with this Declaration, harmony of external design and location in relation to surrounding structures and topography, the Architectural Review Board. Without in any way limiting the permissible scope of the Architectural Review Board's review process, or the objective or subjective considerations the Architectural Review Board may utilize in approving or disapproving any request for approval submitted hereunder, the Architectural Review Board shall be fully authorized and empowered to disapprove construction of any proposed improvement for one or more of the following reasons: (a) noncompliance with any provisions of this Declaration; (b) failure to include such information in the request for approval as may be required by this Article V or failure to provide such information or documentation as may be reasonably requested by the Architectural Review Board; (c) objection to the exterior design or materials of the proposed improvement; (d) objection to the location of any proposed improvement on the Lot; (e) objection to the proportions, style of architecture, architectural features, material, color, height, bulk or appropriateness of the improvements as the same relates to other improvements within the Property; or (f) any other matter which, in the commercially reasonable judgment of the Architectural Review Board would render the proposed improvements or use of the Lot in conflict with any ordinance of Harnett County, North Carolina or any general plan of development of the Property. Upon completion of any improvements to a Lot, the Owner of said Lot shall submit to the Architectural Review Board completed plans for the improvements certified by the Owner as the true and complete plans for the improvements. The Architectural Review Board shall have the right to inspect any improvements to a Lot to ensure compliance with this Article 5 and the Declaration. If Declarant, during its review of the submitted completed plans or upon inspection of the improvements finds that Owner is not in compliance with the Article V, then Declarant shall have the right to require Owner to remove any part of the improvement that does not comply with the terms and conditions of the Declaration."

3. Animals. Article VI, Section 4 of the Declaration is hereby modified as provided below and shall be binding on the Owners and occupants of the Property:

"Section 4. Animals. No animal, livestock or poultry of any kind shall raised, bred or kept on any lot, except that common house pets may be kept on each lot as provided by the applicable laws and ordinances of Harnett County, provided that (1) they are not kept, bred or maintained for commercial purposes, (2) the animals shall not run at large in the subdivision or be kept in violation of applicable governmental laws and ordinances and (3) that a fence is constructed on the Lot in accordance with the provisions of the Declaration. No person shall keep, maintain or permit dangerous animals or keep any animal which is an annoyance or nuisance to other Owners."

4. Definitions. Unless otherwise defined herein, the capitalized terms used in this Supplementary Declaration shall have the same meaning as set forth in the Declaration.

[SIGNATURES FOLLOW ON NEXT PAGES]

IN WITNESS WHEREOF, Declarant has caused this Supplementary Declaration to be executed under seal the day and year first written above.

DECLARANT:

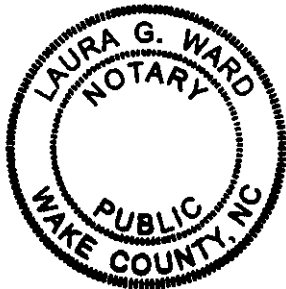
PF DEVELOPMENT GROUP, INC.,
a North Carolina corporation

By: [Signature]
Name: Pres.
Title: FRANK Floyd

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, a Notary Public of the County and State aforesaid, certify that **Lattie Frank Floyd, Jr.**, President of PF Development Group, Inc., personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 17 day of ~~October~~ November, 2011.

My Commission Expires: June 17, 2016



[Signature]
Notary Public
Printed Name: Laura G. Ward

EXHIBIT A

Property Description

That 52.73 acre parcel shown on that map dated July 26, 2011, prepared by Enoch Engineers, P.A., entitled "Boundary Map of 52.73 Acres for PF Development Group, Inc., The Colony Ph. B, Part 2" and recorded in Harnett County Plat Book 2011, Pages 561-564;



KIMBERLY S. HARGROVE
REGISTER OF DEEDS, HARNETT
305 W CORNELIUS HARNETT BLVD
SUITE 200
LILLINGTON, NC 27546

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Recorder: ANGELA J BYRD

State of North Carolina, County of Harnett

KIMBERLY S. HARGROVE , REGISTER OF DEEDS

DO NOT DISCARD

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