

STATE OF NORTH CAROLINA

**SUPPLEMENTAL DECLARATION
FOR HAMPTON PARK ESTATES
(Phase 2)**

COUNTY OF WAKE

Prepared By and Return to Moore & Alphin (ch) 3716 National Dr., #100, Raleigh NC 27612 *JA*

This Supplemental Declaration is made as of the date set forth in the notary acknowledgment herein by **HAMPTON PARK ESTATES HOMEOWNERS ASSOCIATION, INC.**, a North Carolina non-profit corporation (hereinafter, the "Association") and **MUNGO HOMES OF NORTH CAROLINA, INC.**, a North Carolina corporation (hereinafter, "Mungo").

WITNESSETH:

WHEREAS, POGO I, LLC ("Original Developer"), has previously recorded in Book 12206, Page 2303, Wake County Registry, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAMPTON PARK ESTATES SUBDIVISION, as amended by that certain FIRST AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAMPTON PARK ESTATES SUBDIVISION recorded in Book 14909, Page 908, Wake County Registry (as further amended and supplemented from time to time, hereinafter the "Declaration"); and

WHEREAS, pursuant to Section 1 of Article II of the Declaration, the Association, with the assent of 2/3 of the Class A members thereof, desires to annex additional property to the Declaration and to subject such property to the Declaration and to the jurisdiction of the Association.; and

WHEREAS, Mungo is the owner of the real property described in **Exhibit A** attached hereto (hereinafter the "Phase 2 Property") and desires to execute this Supplemental Declaration to express its assent to the terms thereof.

NOW, THEREFORE, the Association hereby declares that the Phase 2 Property identified

and described on **Exhibit A** attached hereto and made a part hereof shall be and hereby is annexed into the property covered by the Declaration and shall be and hereby is made subject to the Declaration and to the jurisdiction of the Association.

Said Phase 2 Property shall be owned, held, transferred, sold, conveyed, given, donated, devised, inherited, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens contained in the Declaration and those contained hereinafter (hereinafter the "Covenants and Restrictions"), which Covenants and Restrictions shall run with the land and be binding on all parties having or acquiring any right, title and interest in the Phase 2 Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Provided, however, that the Phase 2 Property shall be subject to certain additional terms and restrictions (the "Phase 2 Covenants") which apply to the Lots subdivided out of the Phase 2 Property (the "Phase 2 Lots") only. In the event of a conflict between the Phase 2 Covenants and any term of the Declaration, the Phase 2 Covenants shall control. To the extent that this Supplemental Declaration is also an "amendment" as that term is used in the Declaration, it is authorized and approved as required under Section 5 of Article XII of the Declaration.

The Phase 2 Covenants are as follows:

1) Date of Commencement of Annual Assessments. The annual assessments provided for in the Declaration shall not commence or accrue as to any Phase 2 Lot until the date on which a certificate of occupancy or equivalent document is issued for that Lot.

2) Architectural Restrictions. All new homes constructed on Phase 2 Lots shall be subject to the following architectural restrictions:

- a. No lot shall be used except for single family residential purposes only.
- b. All homes must be constructed on site.
- c. One home per lot not to exceed 3 stories in height.
- d. The home will be constructed with foundation and crawl space; foundation wall will consist of concrete block and either brick or stone façade fronting.
- e. The siding for the building will be cement type such as Hardy Board.
- f. Single story home has a minimum of 2,200 sq. ft. and two story home has minimum of 2,300 sq.ft. of heated living area.
- g. Building will have variable / complex roof lines.
- h. Concrete driveways.

- i. Minimum two car garages.
- j. Black metal post and mailbox with gold metallic house numbers on both sides of box. Post has pineapple shaped top. Design type is available at *Post & Pickets located in Raleigh, NC.*
- k. Building to visually conform with existing homes in the development including color scheme, and masonry front porches and steps.
- l. Front and sides of home should have Centipede sod used when reasonably available.
- m. Home should have shrubs and trees planted by the home builder.
- n. Shutters where appropriate.
- o. Building location, no building shall be located nearer to any lot line than:
 - Front lot line 15 ft minimum distance
 - Rear lot line 15 ft. minimum distance
 - Side lot line 5 ft. minimum distance
 - Corner lots 15 ft. minimum distance
- p. Utility meters, Power transformers, Air conditioning units, and other mechanical equipment shall be concealed with appropriate shrubbery when visible from the street.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date set forth in the notary acknowledgments below.

[signatures on following pages]

CERTIFICATION OF VALIDITY OF SUPPLEMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS OF HAMPTON PARK

By authority of its Board of Directions, Hampton Park Homeowners Association, Inc. hereby certifies that the foregoing instrument has been duly approved by the Owners of 70 percent of the Lots of HAMPTON PARK and is, therefore, a valid supplement to the existing covenants, conditions and restrictions of HAMPTON PARK.

HAMPTON PARK HOMEOWNERS ASSOCIATION, INC.

BY: Russel L. Horn (seal)
NAME: RUSSEL L. HORN
ITS: PRESIDENT

STATE OF North Carolina - COUNTY OF Wake:

I certify that the following person personally appeared before me this day, and acknowledged to me that he signed the foregoing document in the capacity indicated and for the purposes stated herein:

Russel L. Horn

Witness my hand and official stamp or seal, this the 13 day of October, 2016.

[Stamp or seal]



Laura B. Glasgow

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, Mungo has caused this instrument to be executed as of the day and year written above for the purpose of expressing its assent to the terms thereof.

MUNGO HOMES OF NORTH CAROLINA, INC.

BY: [Signature] (seal)
NAME: Geoff Shiley
ITS: DIVISIONAL PRESIDENT

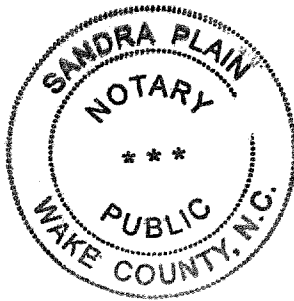
STATE OF North Carolina - COUNTY OF Wake :

I certify that the following person personally appeared before me this day, and acknowledged to me that he signed the foregoing document in the capacity indicated and for the purposes stated herein:

Geoff Shiley

Witness my hand and official stamp or seal, this the 31 day of October, 2016.

[Stamp or seal]



Sandra Plain
Notary Public
My Commission Expires: 11/14/2019

EXHIBIT A

Being all of Lots 11-29, 49-62, 78-82, and all common area and open space, including without limitation the right of way of all roads, in Hampton Park Estates, Phase 2, as shown on that map recorded in Book of Maps 2013, Pages 287-290, Wake County Registry.

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