

Prepared by and mail after recording to:
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STATE OF NORTH CAROLINA

**SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HOLDING VILLAGE**

WAKE COUNTY

This Supplemental Declaration of Covenants, Conditions and Restrictions for Holding Village (the "Supplemental Declaration") is made as of the date set forth in the notary acknowledgment herein by **HR Northlake, LLC**, a North Carolina limited liability company (the "Declarant").

WITNESSETH:

A. There is recorded in the office of the Register of Deeds of Wake County, North Carolina, in Book 15539 at page 357 a Declaration of Covenants, Restrictions, and Easements for Holding Village, as amended by that certain First Amendment to Declaration of Covenants, Restrictions, and Easements for Holding Village recorded in Book 16020, Page 2393, that certain Second Amendment to Declaration of Covenants, Restrictions, and Easements for Holding Village recorded in Book 16118, Page 708; that certain Third Amendment to Declaration of Covenants, Restrictions, and Easements for Holding Village recorded in Book 16673, Page 581; and that certain Fourth Amendment to Declaration of Covenants, Restrictions, and Easements for Holding Village recorded in Book 16776, Page 762 (collectively, the "Declaration");

B. Declarant obtained rights under the Declaration by that certain Assignment of Declarant Rights recorded in Book 19022, Page 1344, Wake County Registry;

C. The Declaration contemplates, in Section 5.1, the existence of Neighborhoods (capitalized terms not defined in this Supplemental Declaration shall have the meanings assigned in the Declaration) within Holding Village;

D. Section 5.1 of the Declaration grants Declarant the unilateral right to redesignate Neighborhood boundaries, and Sections 2.1 and 2.3 of the Declaration grant Declarant the unilateral right to subject any portion of the property submitted to the Declaration to additional covenants.

E. Lots as further described on Exhibit A to this Supplemental Declaration and incorporated herein by reference (the "Townhome Lots") will be used for the construction and occupancy of residential townhomes; and

F. The Declarant desires to establish a Neighborhood specific to the Townhome Lots and rights and responsibilities unique to such Neighborhood.

NOW, THEREFORE, Declarant creates such rights and responsibilities specific to the Townhome Neighborhood, as more fully described below.

ARTICLE I.

TOWNHOME LOTS SUBMITTED TO THIS SUPPLEMENTAL DECLARATION

1.1 Townhome Lots Hereby Subjected to this Supplemental Declaration. Declarant, for itself and its successors and assigns, does hereby submit the Townhome Lots to this Supplemental Declaration. The Townhome Lots shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Supplemental Declaration. The terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Supplemental Declaration shall be a permanent charge on the Townhome Lots, and shall run with the Townhome Lots.

1.2 All Townhome Lots Bear the Burdens and Enjoy the Benefits of this Supplemental Declaration. Every person who takes record title to a Townhome Lot (the "TH Owner") agrees to all terms and provisions of this Supplemental Declaration. Each of the Townhome Lots is subject to all burdens, and enjoys all benefits, made applicable hereunder.

1.3 Relation to the Declaration.

(a) The Townhome Lots are subject to the Declaration and the other governing documents. This Supplemental Declaration is now one of the governing documents. The definition of the term "Declaration" includes any amendment or supplement, including this Supplemental Declaration. Hereafter the term "Declaration" when used herein or in the Declaration shall include, as the context may require, this Supplemental Declaration. Each Townhome Lot is also a "Lot" as defined in the Declaration and the subdivision plat on which it is identified. The Townhome Lots are hereby designated as a separate Neighborhood which will be known as the "Townhome Neighborhood". Declarant shall have the right to adjust the boundaries of such Neighborhood as provided in the Declaration.

(b) Each TH Owner is an "Owner" and "Member" of the Association as each is defined in the Declaration.

(c) The Board of Directors (hereinafter, the "Board") shall create a committee composed of TH Owners to advise (but not direct) the Board with respect to matters unique to the Townhome Lots, this Supplemental Declaration, or the Townhome Neighborhood (the "Townhome Committee"). The Townhome Committee shall be elected by the TH Owners in accordance with meeting requirements under Section 4.5 of the Declaration and shall designate one of its members to represent TH Owners to the Board. The Board may, but is not obligated to, delegate certain of its responsibilities specific to the Townhome Neighborhood to the Townhome Committee, provided such responsibilities are of an

advisory nature, such as, by way of illustration, developing a draft budget or recommending vendors. No delegation of such responsibilities will obligate the Board to adhere to the recommendations of the Townhome Committee. The Board may revoke, at any time, any delegation of such responsibilities to the Townhome Committee.

(d) The covenants, restrictions, and provisions of this Supplemental Declaration shall be cumulative with those of the Declaration; provided, however, that if there is a conflict between this Supplemental Declaration and the Declaration, the terms of the Declaration will control. Restrictions in this Supplemental Declaration that are greater than the restrictions contained in the Declaration will not be characterized as being in conflict. References in this Supplemental Declaration to specific provisions in the Declaration (e.g., the reference in Section 2.2 below) shall not imply that other provisions of the Declaration do not apply to the Townhome Lots. The covenants or restrictions in this Supplemental Declaration shall be enforced by the Association.

ARTICLE II. EASEMENTS OVER AND AGREEMENTS REGARDING THE PROPERTY

The Townhome Lots shall be subject to, and Declarant does hereby grant, the following non-exclusive perpetual and temporary easements for the enjoyment of Declarant, the Association, the TH Owners, and the successors-in-title of each:

2.1 Easements Shown on Plats. Each Townhome Lot shall be subject to all easements, borders, buffers and the like which are shown on the Plats as affecting such Townhome Lot.

2.2 Easements in Declaration. Each Townhome Lot shall be subject to all easements specified in the Declaration, including, but not limited to, utility easements, slope control, authorized entry, inadvertent encroachments, drainage, maintenance, construction and boundary line improvements, and exclusive use of stoop, driveway, deck and patio areas as further described in Article X of the Declaration.

2.3 Easements Regarding Party Walls. Each Townhome Lot shall be subject to the easements related to Party Walls as set forth in Article V below.

2.4 Maintenance. Each Townhome Lot shall be subject to a perpetual easement in favor of the Association and its contractors for maintenance of the Townhome Lots by the Association as provided for in Article VII of this Supplemental Declaration entitled "MAINTENANCE OF TOWNHOMES" herein.

ARTICLE III. ASSESSMENTS

The Townhome Lots and TH Owners are subject to the assessments specified in the Declaration. The Association may adopt a Neighborhood Assessment to fund Neighborhood Expenses, and shall budget and allocate Neighborhood Expenses pursuant to Section 6.4 of the Declaration.

ARTICLE IV. MAINTENANCE OF TOWNHOME LOTS

4.1 Association's Maintenance Responsibility. Except as may be specifically provided otherwise below, with respect to the Townhome Lots the Association shall: (a) maintain all exterior portions of the Townhome Lots, including but not limited to siding, brick, trim, shutters, roofs, patios, gutters and down spouts excluding, however, windows, glass doors, and light fixtures, each of which excluded items

shall be maintained by the TH Owner; (b) provide termite and wood-infestation treatments and a related bond; (c) provide Yard Improvements (defined below); and (d) maintain and repair any sidewalk adjacent to the Townhome Lots. If the Association determines that any maintenance which is the responsibility of the Association hereunder is caused through the willful or negligent act of a TH Owner, or the occupant, family, guest, invitee or lessee of a TH Owner, then the Association may perform such maintenance and all costs thereof may be assessed to the TH Owner as a Special Assessment. The Association may be relieved of all or any portion of its maintenance responsibilities to the extent that such property is dedicated to any local, state or federal government or quasi-governmental entity and said entity accepts the responsibility for maintenance. In the event of any such assumption, assignment or dedication, however, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is desirable or necessary.

The Board, in its sole discretion, may leave portions of the Townhome Lots as undisturbed natural areas and may change the landscaping on the Townhome Lots at any time and from time to time, including the adding or modifying of landscaping improvements, such as the planting of seasonal flowers.

The Association may be responsible for maintaining the grass, plants, shrubs, trees, and landscaping installed by the Declarant, the Association, or a Neighborhood Association on the Townhome Lots (hereinafter the "Yard Improvements") pursuant to Section 9.1 of the Declaration. Such maintenance shall include mowing, watering, and trimming grass, raking leaves, and pruning shrubs and trees, all in accordance with the Community Wide Standards. The Association may also maintain landscaping installed by a TH Owner with prior approval and consent of the ARC (regarding installation), and of the Association (regarding the Association's consent to maintain such added landscaping); provided, however, that: (i) if a TH Owner installs a fence on their Townhome Lot, the Association shall have no responsibility for maintaining any Yard Improvements inside of such fence, (ii) the Association's obligation to maintain shall not include the obligation to replace any plant, shrub, or tree for any reason; and (iii) the Association shall not be responsible for repair or replacement of any Yard Improvements when such repair or replacement is necessitated by work done by or at the request of any TH Owner, utility company, or governmental authority. If a common irrigation system that provides irrigation for the Townhome Lots is installed by Declarant, the Association shall maintain, repair, and operate such system in good condition, subject to the requirements of the applicable governmental authorities, including, but not limited to, any restrictions imposed or recommended during periods of drought. If individual irrigation systems are installed to serve the Townhome Lots individually, the Association may set the times at which such irrigation systems will water a Townhome Lot's landscaping, the duration of such watering and may control a TH Owner's use of such system, all without incurring any cost for water or other utility charge. The Association shall not be liable for any damage to irrigation systems that occurs during its provision of landscape maintenance services related to the Yard Improvements. The exterior portions of the Townhome Lots and the Yard Improvements which this Section 4.1 obligates the Association to maintain shall be included in the Area of Common Responsibility, but the cost of such maintenance shall be treated as a Neighborhood Expense, if not included in the Annual Assessment as a result of provision of similar services to other Lots.

4.2 TH Owner's Maintenance Responsibility. All maintenance and repair of each Townhome Lot not undertaken by the Association shall be the sole responsibility of the TH Owner thereof, who shall maintain such Townhome Lot and its appurtenances. Such maintenance obligation shall include, without limitation, the following: promptly removing litter, waste, and dead vegetation; keeping improvements in neat and clean condition; maintaining individual irrigation systems and Yard Improvements installed with the prior approval of the ARC (pursuant to Section 7.1 of the Declaration); and complying with all governmental requirements, the Declaration, the Community Wide Standards, and the other governing documents and directives of the Association.

If the Board determines that any TH Owner has failed or refused to discharge properly such TH Owner's obligations hereunder, the Board shall have the right, exercisable by it or through its agents or employees, and after giving to the TH Owner of such Townhome Lot at least fourteen (14) days' notice and an opportunity to correct the unsatisfactory condition (except in the event of an emergency situation, which shall be solely determined by the Board, in which case no notice and opportunity to correct shall be required), to enter upon such Townhome Lot or appurtenance and correct the unsatisfactory condition. The TH Owner of the Townhome Lot with respect to which such maintenance work is performed by the Association (or its agents or employees) shall be personally liable to the Association for all direct and indirect costs as may be incurred by the Association in connection with the performance of such maintenance work, and the liability for such costs shall be secured by all the liens, and shall be subject to the same means of collection, as are the other assessments and charges provided for in the Declaration. In addition, all such costs shall be paid to the Association by such TH Owner at the same time as the next due Annual Assessment payment, or at such other time, and in such installments, as the Board shall determine.

4.3 Damage or Destruction. In the event of the occurrence of any damage or destruction by fire or other casualty to the improvements on a Townhome Lot, such damage or destruction shall be repaired or rebuilt, as applicable, unless eighty percent (80%) of the TH Owners in the affected TH Building (hereinafter defined) agree, in writing, to demolish the affected portion of the TH Building and build or repair exterior walls around the remaining portions of the building, if any; provided, however, that no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. The phrase "TH Building" shall mean a structure consisting of four (4) or more exterior walls, and one (1) or more wall that serves and separates any two (2) adjoining Units ("Party Wall") that together comprise a single building in which the residential units ("Dwelling Units") of two (2) or more TH Owners are located. All repair, reconstruction or rebuilding of the improvements shall be substantially in accordance with the plans and specifications for such damaged or destroyed Dwelling Unit prior to the occurrence of such damage, or in accordance with such differing plans and specifications as are approved for such purpose by the TH Owner of such Townhome Lot and the Board. Subject to the exception contained in Section 5.3, the TH Owner of such damaged or destroyed Dwelling Unit shall be responsible for ensuring that the work of repairing, reconstructing, or rebuilding a damaged or destroyed Dwelling Unit is completed as soon after the occurrence of such damaged or destruction as is reasonably practicable, at no cost or expense to the Association; provided, however, that the Association may direct and coordinate the work of repairing, reconstructing, or rebuilding if either (i) Dwelling Units on more than one (1) Townhome Lot are damaged, or (ii) the work will be funded in whole or in part using proceeds from a TH Policy (as defined in Section 6.1). The TH Owner shall pay any costs which are not covered by insurance proceeds.

Nothing contained herein gives any TH Owner or other party a priority over the rights of first Mortgagees as to distribution of insurance proceeds. Any insurance proceeds payable to a TH Owner of a Dwelling Unit on which there is a Mortgagee endorsement shall be disbursed jointly to such TH Owner and the Mortgagee. This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee. In the event of an insured loss, any required deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Dwelling Unit or a Dwelling Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected TH Owner's portion of the total cost of repair. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Dwelling Unit separately or to each occurrence, each TH Owner shall be responsible for paying the deductible pertaining to his or her Dwelling Unit, if any. If any TH Owner or Owners fail to pay the deductible when required under this subparagraph, then the Association may pay the deductible and assess the cost to the TH Owner or Owners pursuant to the terms of the Declaration.

ARTICLE V. PARTY WALLS

5.1 General Rules of Law to Apply. Section 9.5 of the Declaration governs matters related to Party Walls. Each adjoining TH Owner's obligation with respect to Party Walls shall be determined by this Supplemental Declaration and, if not inconsistent, by North Carolina law.

5.2 Sharing Repair and Maintenance. Each TH Owner shall maintain the exterior surface of a Party Wall facing his or her Townhome Lot without contribution from the TH Owner of the adjoining Townhome Lot. Except as provided in this Article, the cost of reasonable repair for structural portions of a Party Wall shall be shared equally by the TH Owners who share the Party Wall.

5.3 Damage by One TH Owner. If a Party Wall is damaged or destroyed by the act of an adjoining TH Owner, or his or her agents, tenants, licensees, guests, or family members (whether or not such act is negligent or otherwise culpable), then that TH Owner shall immediately rebuild or repair the party wall to its prior condition without cost to the adjoining TH Owner and shall indemnify the adjoining TH Owner from any consequential damages, loss or liabilities.

5.4 Other Damage. If a party wall is damaged or destroyed by any cause other than the act of an adjoining TH Owner, or his or her agents, tenants, licensees, guests, or family members (including ordinary wear and tear and deterioration from lapse of time), and the TH Owners in the affected TH Building elect not to rebuild pursuant to Section 4.3, the adjoining TH Owners shall rebuild or repair the Party Wall to its prior condition, equally sharing the expense; provided, however, that if a Party Wall is damaged or destroyed as a result of an accident or circumstances that originate or occur on a particular Townhome Lot, (whether or not such accident or circumstance is caused by the action or inaction of that Lot's TH Owner, agents, tenants, licensees, guests, or family members) then in such event, the TH Owner of that particular Townhome Lot shall be solely responsible for the cost of rebuilding or repairing the Party Wall and shall immediately repair the Party Wall to its prior condition. The TH Owner shall pay any costs which are not covered by insurance proceeds.

5.5 Right of Entry. Each TH Owner shall permit the TH Owners of adjoining Townhome Lots, or their representatives, to enter his or her Townhome Lot for the purpose of installations, alteration, or repairs to a Party Wall on the Townhome Lot of such adjoining TH Owners; provided that, other than for emergencies, requests for entry are made in advance and that such entry is at a time reasonably convenient to the TH Owner of the adjoining lot. An adjoining TH Owner making entry pursuant to this section shall not be deemed guilty of trespassing by reason of such entry. Such entering TH Owner shall indemnify the adjoining TH Owner from any damages sustained by reason of such entry.

5.6 Right of Contribution. The right of any TH Owner to contribution from any other TH Owner under this Article shall be appurtenant to the land and shall pass to such TH Owner's successors in title.

5.7 Consent of Adjoining TH Owner. In addition to meeting the requirements of this Supplemental Declaration and of any applicable building code, regulations, or ordinances, any TH Owner proposing to modify, alter, make additions to, or rebuild (other than rebuilding in a manner materially consistent with the previously existing wall) the Party Wall, shall first obtain the written consent of the adjoining TH Owner, which shall not be unreasonably withheld or conditioned.

5.8 Easements for Unintentional Encroachments. Each Party Wall shall benefit from the following:

(a) The Party Wall shall have a perpetual easement for encroachments onto any adjoining Townhome Lot or Common Area of up to one (1) foot; provided, however, that such easement shall only apply to initial construction of the wall and any replacements of the wall that do not encroach further than the original wall.

(b) Any roof improvements (including gutters and similar related improvements) above such wall shall have a perpetual easement for encroachments onto any adjoining Townhome Lot or Common Area of up to four feet (4'); provided, however, that such easement shall only apply to initial construction of the roof improvements and any replacements of the roof improvements that do not encroach further than the original roof improvements.

5.9 Limitations on Use of Party Walls. TH Owner shall not do any of the following:

- (a) use a Party Wall for recreational purposes (e.g., bouncing balls);
- (b) use a Party Wall as part of an enclosure for pets;
- (c) allow sprinklers to spray or other water sources to deliver water within five feet (5') of any exterior Party Wall, excluding rainfall that falls directly on such area;
- (d) allow any plant to attach themselves to any Party Wall (e.g., ivy);
- (e) allow any tree to grow within six feet (6') of any exterior Party Wall (with such distance measured from the above-ground part of the tree that is nearest to the wall within five (5) feet of the ground level of the tree, including any portion of the root system that is not completely covered by dirt); and
- (f) take any action regarding the Party Wall that a reasonable person would conclude has a substantial likelihood of disturbing the peaceful and undisturbed use of the interior of the residence of which the Party Wall forms a part.

5.10 Certification by Adjoining Property TH Owner That No Contribution Is Due. If any TH Owner desires to sell his or her Lot, such TH Owner, to assure a prospective purchaser that no TH Owner of an adjoining Lot has a right of contribution as provided in this Article, may request the adjoining property TH Owner to make a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining property TH Owner to make such certification immediately upon request, and without charge; provided, however that where the adjoining property TH Owner claims a right of contribution, the certification shall contain a recital of the amount claimed. If an adjoining TH Owner fails to give a certification within ten (10) days of actual receipt of such request, such failure shall be conclusively deemed a certification that no such contribution is due.

ARTICLE VI. INSURANCE

6.1 Association Insurance. The Association shall obtain and maintain insurance as provided in the Declaration. In addition, to the extent available at reasonable cost, the Association may obtain and maintain insurance commonly known as "master condominium/townhome insurance", as provided in

Section 15.3 of the Declaration. Such insurance may cover the following property, regardless of ownership: the roofs, structure of the buildings, fixtures, improvements and alterations that are part of the buildings, and the stoops, decks, driveways, and patio areas (the “TH Policy”). The TH Policy may exclude improvements and betterments made by a TH Owner and may exclude the finished surfaces of interior walls, floors, and ceilings within the finished home (e.g., paint, wallpaper, paneling, other wall covering, tile, carpet, and any floor covering).

Any TH Policy purchased by the Association shall run to the benefit of the Association, the TH Owners, their respective Mortgagees, and all other persons entitled to occupy any Townhome Lot, as their interests may appear. The TH Policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

The Board shall make available for review by TH Owners a copy of any TH Policy insurance policy to allow TH Owners to assess their personal insurance needs, and each TH Owner shall have the right to obtain additional coverage at his or her own expense.

6.2 Individual Insurance. Each TH Owner, by virtue of taking title to a Townhome Lot subject to this Declaration, acknowledges that the Association has no obligation to provide any insurance for any TH Building or any portion of individual Townhome Lots. Each TH Owner covenants and agrees with all other TH Owners and with the Association that each TH Owner will maintain at all times all-risk casualty insurance on such portions of the home that are not covered by the TH Policy, if any, as well as a liability policy covering damage or injury occurring on a Townhome Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction of a covered item in the event of damage or destruction from any such hazard.

The Board has the right, but not the obligation, to require the TH Owner to furnish a copy of such insurance policy or policies to the Association. Upon request by the Board, the TH Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any such TH Owner fails to obtain insurance as required by this section, the Association has the right, but not the obligation, to purchase such insurance on behalf of the TH Owner and to assess the cost thereof to the TH Owner, to be collected in the manner provided for collection of assessments herein.

6.3 Additional Insurance Requirements.

The Board shall use reasonable efforts to include the following provisions in the policies that the Association obtains:

- (a) waiver of the insurer’s rights of subrogation of any claims against directors, officers, the managing agent, the individual TH Owners, occupants, and their respective household members;
- (b) an agreed value endorsement and an inflation guard endorsement;
- (c) any “other insurance” clause contained in the TH Policy shall expressly exclude individual TH Owners’ policies from its operation;
- (d) until the expiration of thirty (30) days after the insurer gives notice in writing to the Mortgagee of any Townhome Lot, the Mortgagee’s insurance coverage will not be affected or

jeopardized by any act or conduct of the TH Owner of such Townhome Lot, the other TH Owners, the Board, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums; and

(e) the TH Policy may not be canceled, substantially modified, or subjected to non-renewal without at least thirty (30) days prior notice in writing to the Board and all Mortgagees of Townhome Lots.

All policies of insurance shall be written with a company licensed to do business in the State of North Carolina. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

In the event of a loss covered under policies obtained by the Association, any required deductible shall be considered a maintenance expense to be paid by the TH Owner or TH Owners who would be responsible for such loss in the absence of insurance. If the loss affects more than one (1) Townhome Lot, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected Owner's portion of the total cost of repair. Notwithstanding this, if the TH Policy obtained by the Association provides that the deductible will apply to each Townhome Lot separately or to each occurrence, each Townhome Lot Owner shall be responsible for paying the deductible pertaining to his or her Townhome Lot, if any. If any TH Owner or TH Owners fails to pay the deductible when required under this subparagraph, then the Association may pay the deductible and assess the cost to the TH Owner or TH Owners pursuant to the terms of this Declaration.

Nothing contained herein requires the Association to make a claim under any insurance policy obtained by the Association upon the occurrence of an insured event. The Association has the right to exercise reasonable business judgment in all insurance decisions. The Association shall have the sole right to make a claim under the TH Policy, if any, and may elect either (i) to distribute insurance proceeds, less the Association's administrative costs, to any TH Owner who has suffered an insured loss in a lump sum or in periodic payments that correspond to the progress of repair or reconstruction work, or (ii) to oversee repair and reconstruction.

ARTICLE VII. ARCHITECTURAL CONTROL

The Townhome Lots shall be subject to architectural control as provided in the Declaration.

ARTICLE VIII. RESTRICTIONS

The Townhome Lots shall be subject to the restrictions contained in the Declaration.

ARTICLE IX. AMENDMENT

This Supplemental Declaration may be amended pursuant to the procedures, rights and limitations set forth in the Declaration.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be executed by its duly authorized officer as of the date set forth in the notary acknowledgment below.

DECLARANT:

HR NORTHLAKE, LLC,
a North Carolina limited liability company

By: HR Southeast, LLC,
a Delaware limited liability company, its Sole Member

By: RP Investors Southeast, LLC,
a Florida limited liability company, its Sole Managing Member

By: Reader & Partners, LLC,
a Florida limited liability company, its Sole Manager

By: Kimberly Locher
Kimberly Locher, Vice President

STATE OF FL

COUNTY OF Orange

I certify that the following person personally appeared before me this day, and acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Kimberly Locher, Vice President of Reader & Partners, LLC, a Florida limited liability company, sole manager of RP Investors Southeast, LLC, a Florida limited liability company, sole managing member of HR Southeast, LLC, a Delaware limited liability company, sole member of HR Northlake, LLC, a North Carolina limited liability company.

Date: 7/29/2022

Marlene Demarco, Notary Public

(Official Seal)

My commission expires: 6/16/2026

