

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CENTRAL CAROLINA BUSINESS CAMPUS**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CENTRAL CAROLINA BUSINESS CAMPUS (the “Amendment”), made to be effective as of the ____ day of _____, 2022, by and among the **COUNTY OF CHATHAM**, a body politic and corporate of the State of North Carolina (“County”), **CHATHAM HOSPITAL, INCORPORATED**, a North Carolina nonprofit corporation (“Hospital”), **CENTRAL CAROLINA COMMUNITY COLLEGE FOUNDATION, INC.**, a North Carolina nonprofit corporation (“College”), **TOWN OF SILER CITY**, a North Carolina municipality (“Town”), and **130 OF CHATHAM, LLC**, a North Carolina limited liability company (“130 Chatham”, and together with County, Hospital, College, and Town, the “Approving Owners”).

WITNESSETH

WHEREAS, the County, as Declarant, executed and recorded a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CENTRAL CAROLINA BUSINESS CAMPUS dated September 20, 2006, recorded at Book 1292, Page 1071, Chatham County Registry (the “Declaration”), and all capitalized terms used herein and not defined herein shall have the meanings set forth in the Declaration; and

WHEREAS, Section 6.02 of the Declaration provides that the Declaration may be amended by an instrument executed by the Owners of no less than three-fourths (3/4) of the Owners’ Parcels subject to assessment under this Declaration; and

WHEREAS, the Owners of 16 out of the 17 Parcels subject to assessment are executing this instrument, which is sufficient to amend the Declaration pursuant to Section 6.02 thereof; and

WHEREAS, the Approving Owners desire to amend the Declaration as set forth herein.

NOW, THEREFORE, in consideration of the sum of \$10.00 paid by each of the parties to the other and other good and valuable consideration, it is agreed as follows:

1. **Recitals.** The third paragraph on the first page of the Declaration beginning with “WHEREAS” is hereby amended by deleting the word “insure” and replacing it with the word “ensure”.
2. **Prohibited Operations and Uses.** Section 3.08 of the Declaration is hereby amended by deleting the word “residential”.
3. **Building to Land Ratio.** Section 3.13 of the Declaration is hereby deleted in its entirety and replaced with the following:

The maximum ratio of building area (footprint) to total Parcel size must comply with all applicable land use and development regulations.

4. **Set Back Lines.** Section 3.14 of the Declaration is hereby deleted in its entirety and replaced with the following:

All structures placed on any property must comply with the setback and land use requirements defined by all applicable land use and development regulations.

5. **Height Limitations.** Section 3.15 of the Declaration is hereby deleted in its entirety and replaced with the following:

Improvements erected on any parcel shall not exceed height limitations defined by all applicable land use and development regulations.

6. **Exterior Wall Systems/Building Specifications.** Section 3.16 of the Declaration is hereby amended by deleting the last sentence, which says “In addition, no buildings shall be constructed with wooden frames”, and inserting the words “unless otherwise” before the words “approved by the Declarant”.

7. **Vehicular Parking.** Section 3.17 of the Declaration is hereby deleted in its entirety and replaced with the following:

The parking and storage of all motor vehicles by occupants, their guests, invitees and licensees, shall be in compliance with all applicable land use and development regulations.

8. **Landscaping and Screening.** Section 3.23 of the Declaration is hereby deleted in its entirety and replaced with the following:

Landscaping shall be established and maintained in compliance with all applicable land use and development regulations.

9. **Subdivision.** Section 3.30 is hereby deleted in its entirety.

10. **Ratification**. Except as amended hereby, the Approving Owners hereby ratify the Declaration which shall remain in force and effect.
11. **Further Assurances**. The Approving Owners agree to take such additional action and execute such additional documents as shall be reasonably requested to make the amendment of the Declaration set forth herein effective.
12. **Binding Effect**. This Amendment shall be binding upon and inure to the benefit of the parties hereto, their heirs, or successors, and assigns.

(Signatures are on the following pages.)

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first above written.

**COUNTY OF CHATHAM, NORTH
CAROLINA**

By: _____

Print Name: _____

Title _____

STATE OF _____

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____

(Print Name of individual who signed above)

Date: _____

Official Signature of Notary: _____

Notary's Printed or Typed Name: _____, Notary Public

My Commission Expires: _____

(Official Seal)

CHATHAM HOSPITAL, INCORPORATED

By: _____

Print Name: _____

Title _____

STATE OF _____

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____

(Print Name of individual who signed above)

Date: _____

Official Signature of Notary: _____

Notary's Printed or Typed Name: _____, Notary Public

My Commission Expires: _____

(Official Seal)

**CENTRAL CAROLINA COMMUNITY
COLLEGE FOUNDATION, INC.**

By: _____

Print Name: _____

Title _____

STATE OF _____

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he or she voluntarily signed the foregoing document for the purpose
stated therein and in the capacity indicated: _____

(Print Name of individual who signed above)

Date: _____

Official Signature of Notary: _____

Notary's Printed or Typed Name: _____, Notary Public

My Commission Expires: _____

(Official Seal)

TOWN OF SILER CITY

By: _____

Print Name: _____

Title _____

STATE OF _____

COUNTY OF _____

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(Print Name of individual who signed above)

Date: _____

Official Signature of Notary: _____

Notary's Printed or Typed Name: _____, Notary Public

My Commission Expires: _____

(Official Seal)

130 OF CHATHAM, LLC

By: _____

Print Name: _____

Title _____

STATE OF _____

COUNTY OF _____

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Notary's Printed or Typed Name: _____, Notary Public

My Commission Expires: _____

(Official Seal)