

WAKE COUNTY, NC 693
 LAURA M RIDDICK
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 05/17/2007 AT 16:31:42

BOOK:012553 PAGE:01269 - 01274

Prepared by/upon recording return to:

James F. Anderson
 Crosland Churchill, LLC
 4000 Westchase Boulevard, Suite 390
 Raleigh, North Carolina 27607

Cross-Reference to Declaration: Book 11744, Page 829

STATE OF NORTH CAROLINA)
)
 COUNTY OF WAKE)

 ABOVE SPACE FOR RECORDER'S USE

**SUPPLEMENTAL DECLARATION OF
 COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR CHURCHILL
 (Phase 2)**

THIS SUPPLEMENTAL DECLARATION is made this 17th day of May, 2007, by
CROSLAND CHURCHILL, LLC, a North Carolina limited liability company ("**Declarant**").

BACKGROUND STATEMENT

WHEREAS, the Declarant executed and filed that Declaration of Covenants, Conditions and Restrictions for Churchill which was recorded on December 22, 2005 in Book 11744, Page 829, *et seq.*, in the office of the Register of Deeds for Wake County, North Carolina ("**Declaration**"); and

WHEREAS, pursuant to the terms of Article IX, Section 9.1 of the Declaration, Declarant may, with the consent of the owner thereof, submit all or any portion of the property described on Exhibit "B" of the Declaration ("**Expansion Property**") to the terms of the Declaration and impose additional covenants and easements on any portion of the property submitted to the Declaration; and

WHEREAS, the property described on **Exhibit "A"** of this Supplemental Declaration (the "**Additional Property**") is a portion of the Expansion Property; and

WHEREAS, the Declarant, as the owner of the Additional Property, desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by the Declarant under the Declaration, Declarant hereby subject the real property described on Exhibit "A" hereof to the provisions of the Declaration and to this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Churchill Community Association, Inc. ("**Association**") in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions set forth in Article II of the Declaration are incorporated herein by reference.

ARTICLE II

Amendment

2.1. By Declarant.

Until conveyance of the first Unit within the Additional Property to a Person other than a Builder, Declarant may unilaterally amend this Supplemental Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Supplemental Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (d) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing.

In addition, so long as Declarant or any Declarant Affiliate owns any portion of the property described on Exhibits "A" or "B" of the Declaration for development or sale, it may unilaterally amend this Supplemental Declaration to submit additional property to the terms hereof, to reflect any revisions or amendments to the plats referenced on Exhibit "A" hereof, and, provided the amendment has no material adverse effect upon any right of any Owner without such Owner's consent in writing, for any other purpose.

Notwithstanding this reserved right, a revision or amendment to a plat shall not require an amendment to this Supplemental Declaration so long as no property is added or excluded from the plat by the revision or amendment thereto. Declarant reserves the right to record revised, amended, or additional plats that only affect internal boundaries between lots, combine lots, or subdivide lots shown

on the original plat and, so long as they do not alter the overall property submitted to the Declaration by this Supplemental Declaration, such revised, amended or additional plats shall not necessitate an amendment to this Supplemental Declaration.

2.2. By Owners.

Except as otherwise specifically provided above, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners of 67% of the Units within the Community (as defined in the Declaration) and, so long as Declarant owns any Unit in the Community, the consent of Declarant. In addition, the consent of the Board of Directors of the Association shall be required.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

2.3. Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without Declarant's written consent or the Class "B" Member, respectively (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording in the Public Registry, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within one year of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplemental Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration on the date and year first written above.

DECLARANT: CROSLAND CHURCHILL, LLC, a North Carolina limited liability company

BY: CROSLAND, LLC, a North Carolina limited liability company, its managing member

By: _____

Name: James F. Anderson

Its: Vice President

STATE OF NORTH CAROLINA)

)

COUNTY OF WAKE)

I, Richard W. Moore, a Notary Public of Wake County, State of North Carolina, certify that JAMES F. ANDERSON personally came before me this day and acknowledged that he is a Vice President of **Crosland, LLC**, a North Carolina limited liability company, Manager of **CROSLAND CHURCHILL, LLC**, a North Carolina limited liability company, and that by authority duly given and as a fact of the company, the foregoing instrument was signed in its name by him as its Vice President of the limited liability company as Manager of the corporation.

Witness my hand and official stamp or seal, this 17th day of May, 2007.

Notary Public

My Commission Expires:

6/17/2009

[NOTARY SEAL]

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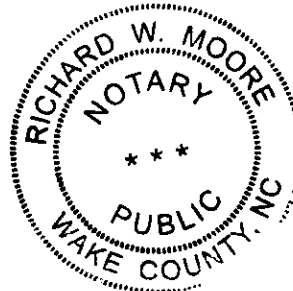


EXHIBIT "A"

Additional Property

ALL THAT TRACT OR PARCEL OF LAND lying and being in the Town of Knightdale, St. Matthews Township, Wake County, North Carolina, and more particularly described on that certain Final Plat of Churchill Subdivision Phase 2, recorded on April 30, 2007, in Book of Maps Book 2007, Pages 989-994, in the office of the Register of Deeds of Wake County, North Carolina, as such maps may be revised or amended from time to time, saving and excepting therefrom the rights-of-way of public streets thereon.



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**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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