

Prepared by and return to: Lori P. Jones, Jordan Price, P.O. Box 10669, Raleigh, NC 27605

Indexing: **Grantors:** Lennar Carolinas, LLC

Grantee: Cambridge and Wyndfall Community Association, Inc.

NORTH CAROLINA

SUPPLEMENTARY DECLARATION OF
ANNEXATION

WAKE COUNTY

THIS DECLARATION made this ____ day of _____, 2016, by Cambridge and Wyndfall Community Association, Inc. (“Association”) and Lennar Carolinas, LLC (“Owner”).

W I T N E S S E T H:

WHEREAS, Penny Road Associates L.L.C., a North Carolina limited liability company, caused to be recorded a document entitled Covenants, Conditions and Restrictions for Cambridge and Wyndfall, in Book 6014, Page 811 of the Wake County Registry (“Covenants”); and

WHEREAS, the Covenants were thereafter amended and supplemented via recordings in the Wake County Registry, including in Book, 6047, Page 745; Book 6196, Page 56; Book 6209, Page 67; Book 6406, Page 887; Book 6779, Page 407; Book 6538, Page 646; Page 6588, Page 154; Book 7109, Page 673; Book 7135, Page 559; Book 7205, Page 229; Book 7230, Page 43; Book 7239, Page 729; Book 7382, Page 675; Book 7427, Page 419; Book 7497, Page 860; Book 7616, Page 233; Book 7638, Page 256; Book 7693, Page 793; Book 7862, Page 649; Book 7946, Page 128; Book 8027, Page 664; Book 8234, Page 1789; Book 8265, Page 1259; Book 8271, Page 2184; Book 8284, Page 172; Book 8619, Page 1604; Book 8636, Page 2495; Book 8479, Page 1451; and Book 15915, Page 918; and

WHEREAS, the Covenants, as amended and supplemented in the Wake County Registry, are applicable to those communities more commonly referred to as Cambridge, Wyndfall, Barrington, Danbury, Kensington @ Regency, and Sherwood at Regency; and

WHEREAS, the Association is empowered pursuant to Article IX, Section 4 of the Covenants to bring additional real property within the plan and operation of said Covenants,

upon the approval of Members entitled to cast two-thirds (2/3) of the votes of each class of Members in the Association; and

WHEREAS, at this time there is only one class of Members in the Association; and

WHEREAS, Owner is the owner of that real property identified on Exhibit A attached hereto and incorporated by reference (the "Lot"), which was acquired by Owner via that deed recorded in Book 16522, Page 1774-1776 of the Wake County Registry; and

WHEREAS, Owner desires that the Lot be annexed and made subject to the Covenants under the terms set forth herein, which shall be for the benefit of the Lot and for each and every owner thereof, and shall inure to the benefit of and pass and run with the Lot, and each and every lot or parcel or further subdivision thereof, and shall apply to and bind the successors in title, successors in interest and any owner thereof; and

WHEREAS, the Association, having the requisite approval of Members entitled to cast two-thirds (2/3) of the votes in the Association, has consented to the annexation of the Lot;

NOW, THEREFORE, the Association and Owner declare that the Lot is and shall be held, transferred, sold and conveyed subject to the Covenants, as amended and supplemented, and all subsequent owners of the Lot, and each and every successor in interest, successor in title, or owner of the Lot shall be a member of the Association, and shall be entitled to all of the rights, privileges, obligations, duties, and benefits conferred upon a member of the Association as set forth in the Covenants, subject to the following:

1. The Lot shall be subject to those terms in the Covenants applicable to lots within the Wyndfall portion of the community, except as set forth herein.
2. The Lot may not be subdivided. The Lot shall be used for single family detached housing, and only one residential dwelling may be located upon the Lot.
3. Any residence or other improvement constructed on the Lot will require approval of the Architectural Review Board of the Association and shall be in keeping with other homes built within the Sherwood at Regency neighborhood in which the Lot is located.
4. Upon the initial conveyance of the Lot by Owner to another person or entity, the purchaser shall pay to the Association a capital contribution in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) which shall be transferred upon closing of the Lot to the Association. Amounts paid into the fund shall not be considered advance payment of regular assessments.
5. The Covenants shall be effective as to the Lot upon the recording of this Supplemental Declaration of Annexation.

IN TESTIMONY WHEREOF, Cambridge and Wyndfall Community Association, Inc. and Lennar Carolinas, LLC have caused this instrument to be executed in their respective names as of the day and year set forth herein.

[Signature Pages Follow]

CERTIFICATION OF VALIDITY OF SUPPLEMENTARY
DECLARATION OF ANNEXATION

By authority of its Board of Directors, Cambridge and Wyndfall Community Association, Inc. hereby certifies that the foregoing annexation has been duly approved by Members entitled to cast at least two-thirds (2/3) of the votes of each class of Members in the Association and is, therefore, a valid declaration of annexation.

CAMBRIDGE AND WYNDFALL
COMMUNITY ASSOCIATION, INC.

BY: _____

TITLE: President

ATTEST:

Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF WAKE

I, _____, a Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that he/she is Secretary of the Cambridge and Wyndfall Community Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by _____ as its Secretary.

Witness my hand and official stamp or seal, this ___ day of _____, 2016.

Notary Public

Printed Name

My Commission Expires: _____

LENNAR CAROLINAS, LLC

BY: _____

TITLE: _____

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF WAKE

I, _____, a Notary Public of the County and State aforesaid, certify that _____ of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that he/she voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal, this ____ day of _____, 2016.

Notary Public

Printed Name

My Commission Expires: _____

EXHIBIT A

PROPERTY SUBJECT TO ANNEXATION

All that certain property being described as Lot 14 as shown on a map entitled "Recombination, Easement & Right-of-Way Dedication Plat" recorded in Book of Maps 2015, Page 611 of the Wake County Registry.