

INSTRUMENT # 2009016463



2009016463

Drawn by and Mail to:
Susan K. Irvin
P.O. Box 2376
Davidson, NC 28036

STATE OF NORTH CAROLINA

SUPPLEMENTARY
DECLARATION OF PROTECTIVE
COVENANTS FOR WHITEHALL
PROFESSIONAL CENTER

COUNTY OF MECKLENBURG

THIS SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS
FOR WHITEHALL PROFESSIONAL CENTER (the "Supplement") is made this 5th
day of February, 2009, by WHITEHALL PROFESSIONAL, LLC, a North
Carolina limited liability company, hereinafter referred to as "Declarant", and
WHITEHALL DEVELOPMENT LLLP;

WITNESSETH

WHEREAS, the Declaration of Protective Covenants for Whitehall was recorded
in the Mecklenburg County Public Registry in Book 18242, at Page 325, and
supplemented in Book 20303, Page 142, and Book 21400, Page 280 (the "Declaration");
and

WHEREAS, Section 3 of Article IX of the Declaration provides that the
Declaration may be amended by an instrument signed by the Owners of at least fifty-one

percent (51%) of the Total Votes and by the Declarant, so long as the Declarant still owns any Lots (unless the context otherwise requires, all defined terms utilized herein shall have the same meaning ascribed to them in the Declaration); and

WHEREAS, Section 2 of Article II of the Declaration provides that additional land which is contiguous to the Property described therein and within one-half mile of the boundary of the Property may be annexed to the Property by Declarant with a consent of a majority of the Total Votes, as described therein; and

WHEREAS, Section 3 of Article VIII of the Declaration provides that the Declaration may be amended by an instrument signed by the Owners of at least fifty-one percent (51%) of the Total Votes and by the Declarant, so long as the Declarant still owns any portion of the Property (unless the context otherwise requires, all defined terms utilized herein shall have the same meaning ascribed to them in the Declaration); and

WHEREAS, Section 3 of Article III of the Declaration provides that notwithstanding any contrary provisions of the Declaration, the Declarant shall be entitled to fifty-one percent (51%) of the Total Votes of the Professional Center Association Members until January 1, 2014.

NOW, THEREFORE, the undersigned Declarant does hereby annex the property described in Exhibit A, which is attached hereto and incorporated herein for all purposes, (the "Annexed Property") and does hereby bring the Annexed Property within the scheme of the Declaration and the jurisdiction of the Professional Center Association as set forth in Section 2 of Article II of the Declaration. Whitehall Development LLLP, the owner of Lots 6, 7 and 8 of the Annexed Property, as described in Exhibit A, does hereby join in

and consent to the annexation of the Annexed Property as set forth herein and to subjecting the Annexed Property to the provisions of the Declaration.

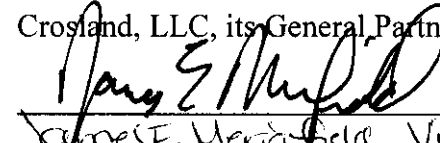
Declarant hereby acknowledges and agrees that in all other respects the Declaration shall remain unchanged and in full force and effect and the Declaration, as supplemented herein, is hereby ratified, affirmed and approved.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed under seal by authority duly given, the day and year first above written.

WHITEHALL PROFESSIONAL, LLC, a
North Carolina Limited Liability Company

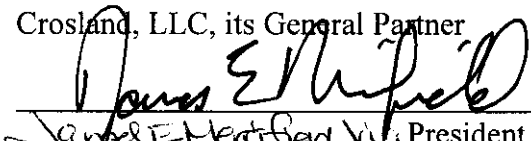
By: Whitehall Development LLLP, a North
Carolina Limited Liability Limited
Partnership, its Manager

By: Crosland, LLC, its General Partner

By: 
James E. Merrifield, Vice
President

WHITEHALL DEVELOPMENT LLLP, a
North Carolina Limited Liability Limited
Partnership, its Manager

By: Crosland, LLC, its General Partner

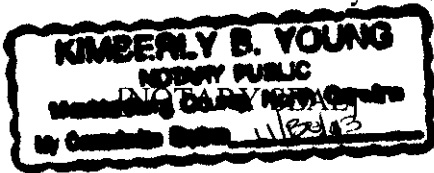
By: 
James E. Merrifield, Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Kimberly B. Young a Notary Public of the County and State aforesaid, certify that James E. Marquis personally came before me this day and acknowledged that he is Vice President of Crosland, LLC, a North Carolina limited liability company ("Crosland"), General Partner of Whitehall Development LLLP, a North Carolina Limited Liability Limited Partnership (the "Limited Partnership"), Manager of Whitehall Professional, LLC, a North Carolina limited liability company (the "Limited Liability Company"), and that he, as Vice President, being authorized to do so, executed the foregoing instrument on behalf of Crosland, as General Partner of the Limited Partnership, acting as Manager of the Limited Liability company.

Witness my hand and official seal, this 4 day of February 2009.



Kimberly B. Young
Notary Public

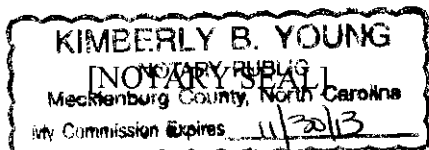
My commission expires: 11/30/13.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Kimberly B. Young a Notary Public of the County and State aforesaid, certify that James E. Marquis personally came before me this day and acknowledged that he is Vice President of Crosland, LLC, a North Carolina limited liability company ("Crosland"), General Partner of Whitehall Development LLLP, a North Carolina Limited Liability Limited Partnership (the "Limited Partnership"), and that he, as Vice President, being authorized to do so, executed the foregoing instrument on behalf of Crosland, as General Partner of the Limited Partnership.

Witness my hand and official seal, this 4 day of February 2009.



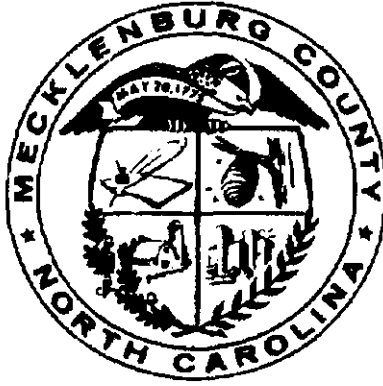
Kimberly B. Young
Notary Public

My commission expires: 11/30/13.

Exhibit A

Legal Description of Annexed Property

All of those certain parcels of land located in the Steele Creek Township, Mecklenburg County, North Carolina, shown as Lot 5 on that certain plat recorded in Map Book 49, Page 185, in the Mecklenburg County Public Registry, and Lots 6, 7 and 8 on that certain plat recorded in Map Book 51, Page 84, in the Mecklenburg County Public Registry.



J. DAVID GRANBERRY
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording
and/or cancellation.

Filed For Registration: 02/10/2009 12:11:57 PM

Book: RE 24439 Page: 496-501

Document No.: 2009016463

DECL 6 PGS \$26.00

Recorder: KAMIL COOPER



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