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**NOTE TO CLERK: Please Cross-Reference to:**

Declaration at Book 1372  
Page 884  
Community Covenant at Book 1372  
Page 996

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

**SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS AND  
SUPPLEMENT TO THE COMMUNITY COVENANT  
FOR  
BRIAR CHAPEL  
(PHASE 15 SOUTH, SECTION 2)**

This Supplemental Declaration of Covenants, Conditions and Restrictions and Supplement to the Community Covenant for Briar Chapel ("**Supplement**") is made by NNP-Briar Chapel, LLC, a Delaware limited liability company (the "**Declarant**").

**Background Statement**

The Declarant is the developer of the planned community located in Chatham County, North Carolina known as Briar Chapel. The Declarant executed and filed that certain Declaration of Covenants, Conditions, and Restrictions for Briar Chapel recorded November 16, 2007 in Deed Book 1370, Page 1020, *et seq.*, and re-recorded November 28, 2007 in Deed Book 1372, Page 884, *et seq.*, in the Office of the Register of Deeds of Chatham County, North Carolina, which has been amended by those instruments recorded in the Office of the Register of Deeds of Chatham County, North Carolina on June 12, 2009 in Deed Book 1465, Page 482, *et seq.* ("**First Amendment**"), on June 19, 2009 in Deed Book 1466, Page 675, *et seq.* ("**Second**

**Amendment**"), on August 20, 2010 in Deed Book 1525, Page 464, *et seq.* ("**Third Amendment**"), on January 19, 2011 in Deed Book 1550, Page 121, *et seq.* ("**Fourth Amendment**"), on June 18, 2012 in Deed Book 1626, Page 53, *et seq.*, ("**Fifth Amendment**"); on April 29, 2014 in Deed Book 1739, Page 1178, *et seq.* ("**Sixth Amendment**"); on December 8, 2016 in Deed Book 1895, Page 385, *et seq.* ("**Seventh Amendment**"); and on December 15, 2016 in Deed Book 1896, Page 709, *et seq.* ("**Eighth Amendment**") (as now and hereafter amended and supplemented, the "**Declaration**"). The Declarant also executed and filed that certain Community Covenant for Briar Chapel recorded on November 28, 2007 in Deed Book 1372, Page 996, *et seq.*, in the Office of the Register of Deeds of Chatham County, North Carolina, which has been amended by that instrument recorded on November 15, 2010 in Deed Book 1539, Page 660, *et seq.* in the Office of the Register of Deeds of Chatham County, North Carolina (as it may be amended and supplemented, the "**Covenant**")

Pursuant to Section 9.1 of the Declaration, the Declarant reserved the right to expand the Briar Chapel community by recording one or more Supplemental Declarations submitting to the terms of the Declaration all or any portion of the property described on Exhibit "B" of the Declaration ("**Expansion Property**"). Pursuant to Section 9.3 of the Declaration, such Supplemental Declaration may impose on such property additional covenants and easements and create exceptions to or otherwise modify the terms of the Declaration as it applies to the property being submitted in order to reflect the different character and intended use of such property.

Pursuant to the Section 4.1 of the Community Covenant, the Declarant may, with the consent of the owner thereof, submit all or any portion of the Expansion Property described on Exhibit "B" of the Community Covenant to the terms of the Community Covenant and/or impose additional covenants and easements on such property.

The property described on Exhibit "A" to this Supplement (the "**Additional Property**") is a portion of the Expansion Property described on Exhibit "B" to the Declaration and Exhibit "B" to the Community Covenant. As the owner of the Additional Property, the Declarant desires to submit such the Additional Property to the terms of the Declaration, the Community Covenant, and this Supplement.

NOW, THEREFORE, the Declarant hereby submits the real property described on Exhibit "A" of this Supplement to the provisions of the Declaration, the Community Covenant, and this Supplement, which shall hereafter encumber 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 Supplement shall also be binding upon Briar Chapel Community Association, Inc., a North Carolina nonprofit corporation (the "**Association**") and Briar Chapel Community Council, Inc., a North Carolina nonprofit corporation (the "**Council**"), in accordance with the terms of the Declaration and the Community Covenant.

**ARTICLE I**  
**Definitions**

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

**ARTICLE II**  
**Designation of Service Areas**

Pursuant to Section 7.3 of the Declaration, portions of the Additional Property have been assigned to the Service Area(s), if any, designated on Exhibit "A" to this Supplement.

**ARTICLE III**  
**Additional Covenants, Restrictions and Easements**

The additional covenants, restrictions and easements, if any, set forth in Exhibit "B" of this Supplement shall apply to the Additional Property and shall be binding upon the owners and occupants of Units within the Additional Property, their guests and invitees, in addition to the terms of the Declaration.

**ARTICLE IV**  
**Amendment**

4.1 **By the Declarant.**

Until termination of the Class "B" Control Period, the Declarant may unilaterally amend this Supplement for any purpose. Thereafter, until termination of the Development and Sale Period, the Declarant may unilaterally amend this Supplement to reflect any revisions or amendments to any plats referenced on Exhibit "A," 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 Supplement so long as no property is added or excluded from the plat by the revision or amendment thereto. The 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 Supplement, such revised, amended or additional plats shall not necessitate an amendment to this Supplement.

4.2. **By Owners.**

Except as otherwise specifically provided in this Article IV, any amendment to the provisions set forth on Exhibit "B" of this Supplement shall require the affirmative vote or written consent, or any combination thereof, of Owners of at least 67% of the Units within the Service Area to which such provisions apply, and the written consent of the Association, acting through its board of directors. Any other amendment to this Supplement may be amended only

by the affirmative vote or written consent, or any combination thereof, of Owners of at least 67% of the Units within the Additional Property and the written consent of the Association, acting through its board of directors. In addition, so long as the Declarant owns any Unit within the Additional Property, the consent of the Declarant shall be required to amend this Supplement in any manner.

4.3. Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of the Declarant or without the written consent of the Declarant (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Supplement, 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, unless a later effective date is specified in the amendment. No action to challenge the validity of an amendment may be brought more than two years after its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplement.

[continued on next page]



EXHIBIT "A"

Additional Property

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Baldwin Township, Chatham County, North Carolina, and being more particularly described on that certain Final Subdivision Easement and Right-of-Way Dedication Plat of Briar Chapel Development Phase 15 South, Section 2, recorded on August 6<sup>th</sup>, 2018, at Plat Slide 2018-~~2018-188~~ thru 2018-~~2018-189~~, as Instrument Nos. 02077 thru 02078, in the office of the Register of Deeds of Chatham County, North Carolina, as such plat may be revised from time to time.

EXHIBIT "B"

Additional Covenants, Restrictions, and Easements

1. **Maximum Permitted Building Area.** Pursuant to Section 16.8 of the Declaration, as amended by the Sixth Amendment, Exhibit "F" to the Declaration (as such exhibit has previously been amended and supplemented) shall be supplemented to include the following information for Units within the Additional Property:

Phase	Water Quality Pond*	Maximum Permitted Building Area*(sq. ft.)	Lots Served	Plat Reference (Slide / Page)
15 South, Sec. 1 and Sec. 2	28	322,460 s.f.	1809 – 1830 1865 – 1873 1881 – 1912 1936 – 1941	2018 / 74-76 2018 / 74-76 2018 / 74-76 <u>2018 / 188-189</u>
"	29	225,951 s.f.	1831 – 1862 1874 – 1880	2018 / 74-76 2018 / 74-76
"	30	169,235 s.f.	1863 – 1864 1913 – 1935 1942 – 1951	2018 / 74-76 <u>2018 / 188-189</u> <u>2018 / 188-189</u>

\*A portion of the Permitted Building Area for each pond may be assigned to lots in other phases of Briar Chapel by the Declaration or other Supplemental Declarations