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BOOK 1479 PAGE 1142

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NOTE TO CLERK: Please Cross-Reference to:

Declaration at Book 1372
Page 884
Community Covenant at Book 1372
Page 996
Supplemental Declaration at Book 1376
Page 288

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

**AMENDED AND RESTATED SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
SUPPLEMENT TO THE COMMUNITY COVENANT
FOR
BRIAR CHAPEL
(PHASE 4, SECTIONS 2 AND 3)**

This Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions and Supplement to the Community Covenant for Briar Chapel ("**Supplement**") is made this 15th day of September, 2009, 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 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 (as it may be amended and supplemented, the "**Declaration**") and 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 (as it may be amended and supplemented, the "**Covenant**").

Pursuant to Sections 9.1 and 9.3 of the Declaration, the Declarant reserved the right to expand the Briar Chapel community by recording one or more Supplemental Declarations to submit to the terms of the Declaration all or any portion of the property described on Exhibit "B" of the Declaration and/or to impose on such property additional covenants and easements, with the consent of the owner of such property (if not the Declarant). Pursuant to the Section 4.1 of the Community Covenant, the Declarant reserved the right to submit all or any portion of the 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 property previously submitted to, or described in Exhibit "B" of, the Declaration and the Community Covenant. On December 18, 2007, the Declarant filed that certain Supplemental Declaration of Covenants, Conditions and Restrictions and Supplement to the Community Covenant for Briar Chapel (Phase 4, Sections 2 and 3), which was recorded in the Office of the Register of Deeds of Chatham County, North Carolina in Deed Book 1376, Page 288, *et seq.* ("**Original Supplemental Declaration**"), submitting to the terms of the Declaration, the Community Covenant, and the Original Supplemental Declaration that portion of the Additional Property which had not previously been submitted to the Declaration or Community Covenant.

Pursuant to Section 4.1 of the Original Supplemental Declaration, the Declarant reserved the right to amend the Original Supplemental Declaration for any purpose during the Class "B" Control Period (as defined in the Declaration). The Class "B" Control Period has not expired and the Declarant desires to amend and restate the Original Supplemental Declaration to reflect the replatting of a portion of the Additional Property and to designate certain of the replatted lots as a Townhome Service Area as set forth herein.

NOW, THEREFORE, the Declarant hereby declares that the real property described on Exhibit "A" shall be subject to the provisions of the Declaration, the Community Covenant, and this Supplement, which shall 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 are assigned to the Service Area(s) designated on Exhibit "A" to this Supplement.

ARTICLE III

Additional Covenants, Restrictions and Easements

Subject to the limitations expressed therein, 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, 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, except that any amendment to the provisions set forth on Exhibit "B" applicable only to Townhome Units, as defined therein, shall require the affirmative vote or written consent, or any combination thereof, of Owners of at least 67% of the Townhome Units (as defined in Exhibit "B") 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.

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.

In witness of the foregoing, the Declarant has executed this Supplement on the 10th day of September, 2009.

DECLARANT: NNP-BRIAR CHAPEL, LLC, a Delaware limited liability company

By: [Signature]
Name: Keith Hurand
Its: Vice President

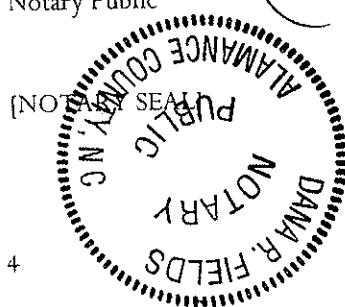
STATE OF NORTH CAROLINA)
)
COUNTY OF Alamance)

I, Dana R. Fields, a Notary Public in and for Alamance County, North Carolina, certify that Keith Hurand personally came before me this day and acknowledged that he is Vice President of NNP-BRIAR CHAPEL, LLC, a Delaware limited liability company, and that by authority duly given and as a fact of said limited liability company, he executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal, this 10th day of Sept., 2009.

[Signature]
Notary Public

My Commission Expires:
2/1/12



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EXHIBIT "A"

Additional Property

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Chatham County, North Carolina, and being more particularly described on that certain Subdivision, Easement Dedication and Right-of-Way Dedication Plat of Briar Chapel Phase 4, Section 2 recorded on November 29, 2007, in Plat Book 2007 Page 464, as Instrument No. 0015283, in the office of the Register of Deeds of Chatham County, North Carolina, as such plat may be revised from time to time; EXCEPTING THEREFROM that parcel identified as "Future Development 16,284 sq. ft. - 0.37 acres," as shown on such plat;

Lots 168 through 180 as shown on such plat being hereby assigned to Townhome Service Area No. 1;

TOGETHER WITH:

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Chatham County, North Carolina, and being more particularly described on that certain Subdivision, Easement Dedication and Right-of-Way Dedication Plat of Briar Chapel Phase 4, Section 3 recorded on December 18, 2007, in Plat Book 2007, Pages 519-525, as Instrument Nos. 16065-16071, in the office of the Register of Deeds of Chatham County, North Carolina ("**Original Plat**"), as amended by that certain Briar Chapel Phase 4, Section 3 Recombination Plat recorded on August 20, 2009 in Plat Book 2009, Page 175, as Instrument No. 9287 ("**Recombination Plat**"), and as such plat may be further revised or amended from time to time;

Lots 278 through 288 as shown on such Original Plat being hereby assigned to Townhome Service Area No. 2; and

Lots 362-373 as shown on such Recombination Plat being hereby assigned to Townhome Service Area No. 3.

Additional Covenants, Restrictions, and Easements

1. Maintenance of Townhome Units.

(a) Pursuant to Section 10.2(a) of the Declaration, the Association shall be responsible for performing, or causing to be performed, on behalf of the Owners of Units within each Townhome Service Area identified on Exhibit "A" to this Supplemental Declaration ("**Townhome Units**"), the following maintenance, commencing upon satisfaction of the requirements set forth in Section 2 of this Exhibit "B":

(i) mowing and fertilizing of lawns, pruning and fertilizing of shrubbery, mulching of shrub beds, treating shrubbery for disease and insects as needed, and removing and replacing dead or diseased shrubs, both on the Townhome Units and, to the extent that the Owners would otherwise be responsible for such maintenance pursuant to Section 5.1 of the Declaration, on property adjacent to the Townhome Units; and

(ii) operation, maintenance, repair and replacement, as necessary, of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines and time clocks, wherever located) serving the Townhome Units and within any property adjacent to the Townhome Units for which the Owners of the Townhome Units would otherwise be responsible under Section 5.1 of the Declaration, except that the Association shall have no responsibility for any sprinklers or other irrigation equipment installed by the Owner or occupant of any Townhome Unit; and

(iii) the following maintenance of improvements erected or installed by a Builder as part of the original construction on the Townhome Units, and replacements thereof:

(A) painting of all exterior painted portions of any dwelling, including any carport, garage, garage door, exterior doors, shutters, facia on the dwelling, and any fence erected along the Unit boundaries as part of the original construction on the Townhome Units or replacements thereof ("**Boundary Fences**");

(B) caulking of the exterior portions of all windows and doors;

(C) repair and/or replacement, as necessary, of the roofs (including shingles and roof decking) of dwellings and garages, including the roofs of any porches built as part of the original construction of the dwelling or replacements thereof;

(D) cleaning, repair and replacement of gutters and downspouts;

(E) pressure cleaning of front sidewalks, exterior front steps, and the exterior walls of all dwellings and garages;

(iv) repair and replacement, as necessary, of any Boundary Fences; and

(v) termite treatment of all exterior walls and foundations of Units within any Townhome Service Area described on Exhibit "A"; provided, however, the Association shall not be liable if such treatment proves to be ineffective.

Notwithstanding the above, the Board may, upon request of an Owner, permit the Owner to maintain landscaping within the rear yard, if any, of the Townhome Unit, subject to the right of the Association to reassume responsibility for such maintenance at any time if the Board determines, in its judgment, that the Owner is not maintaining such landscaping to the Community-Wide Standard. If the Board permits an Owner to maintain landscaping within the rear yard of the Owner's Townhome Unit, there shall be no reduction or abatement in the Service Area Assessments due on such Unit hereunder by reason of the Owner providing such maintenance.

(b) Except as provided above, maintenance of all other portions of the Units, including driveways and any landscaping or improvements installed by the Owners or occupants of any Unit, shall be the responsibility of the respective Owners, as provided in the Declaration. Without limiting the generality of the foregoing sentence, the Association shall not be responsible for any maintenance or repairs to any chimney, fireplace, window or door, including garage doors (other than painting as provided above), anything contained within any dwelling or garage, or any landscaping, improvements or modifications added or made to any Unit after the conveyance of the Unit to the first Owner following completion of the initial improvements thereon.

(c) All maintenance on Units shall be performed in a manner and on a schedule consistent with the Community-Wide Standard.

2. **Inspection and Acceptance of Improvements to Townhome Units**. Notwithstanding anything to the contrary in any contract or agreement between the Builder and any third party for purchase of the Townhome Unit, no Townhome Unit shall be conveyed, without the prior written consent of the Association, to a person other than a Builder purchasing for the purpose of constructing a dwelling thereon for resale, until:

(a) completion of construction of a dwelling and all related improvements thereon;

(b) issuance of a certificate of occupancy for such dwelling and related improvements by Chatham County, North Carolina;

(c) the Builder's issuance to the purchaser of the Townhome Unit, at the time of conveyance, of an express written warranty which provides, at a minimum, a one-year warranty on all defects in materials and workmanship, including coverage for structures, systems, fixtures, equipment and finishes, and a 6-year warranty on structural defects. The Owner shall be responsible for filing and pursuing in a timely manner any and all claims under such warranty related to matters which are the Association's maintenance responsibility hereunder, and upon failure to do so, the Association may assess the Owner and the Townhome Unit for any costs attributable to defects required to be warranted by the Builder hereunder which the Association incurs to maintain, repair, or replace portions of the Townhome Unit. Notwithstanding Section 5.2, the Association shall have no responsibility for any maintenance, repair, or replacement necessitated by defects in a Townhome Unit to the extent that the defect is required to be covered by the Builder's warranty under this subsection.

3. Insurance on Townhome Units.

(a) Property Coverage. Upon satisfaction of the requirements set forth in Section 2 of this Exhibit "B," the Association shall obtain and thereafter maintain, as a Service Area Expense, a blanket insurance policy providing property insurance coverage for all structures on the Units within each Townhome Service Area described on Exhibit "A" (exclusive of improvements made by Owners), unless the Board otherwise determines by resolution; however, so long as the Association is able to obtain property insurance at approximately the same or lower cost than the Owners could obtain individually, the Association shall not discontinue such coverage without the prior written consent of Owners of a majority of the Units within the Service Area(s) to be affected by such discontinuation of coverage. The Owners of Townhome Units shall be relieved of their insurance responsibility under the Declaration to the extent such insurance is carried by the Association hereunder.

The Association shall notify the Owners of Townhome Units at least 30 days prior to discontinuation or nonrenewal of any blanket insurance coverage maintained by the Association hereunder and shall credit the Owners of the Townhome Units for their respective shares of any insurance premiums paid in advance. Upon receipt of such notice, each Owner of a Townhome Unit shall immediately obtain in his or her own name and at his or her own expense the insurance coverage for such Owner's Unit required pursuant to the Declaration. Each Owner shall provide a certificate evidencing such insurance to the Association with payment of the annual Base Assessment for such Townhouse Unit and within 10 days of any written request from the Board of Directors. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering his or her Unit. Each Owner shall promptly notify the Board in writing in the event such policy on his or her Townhome Unit is canceled.

(b) Liability Coverage. Every Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Unit or the Common Area due to occurrences originating within the Owner's Unit caused by the negligence of the Owner, the failure of the Owner to maintain the Unit, and any other casualty within the Unit which causes damage to the Units or the Common Area, to the extent such coverage is not provided by policies maintained by the Association or to the extent insurable losses may result in the Owner's liability for payment of deductibles under the Association's policies. Such insurance policy or policies shall name the Association as an additional insured. The Association may, but shall have no duty to, monitor compliance with this paragraph. However, within 10 days of the date of any written request from the Association to provide evidence of such coverage, each Owner of a Townhome Unit shall submit to the Association a certificate or certificates evidencing that all insurance coverage which the Owner is obligated to provide under the Declaration and this Supplement is in effect. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering his or her Unit. Each Owner shall promptly notify the Board in writing in the event such policy on his or her Unit is canceled.

(c) Failure to Maintain Insurance. In the event that an Owner fails to obtain or maintain any insurance that the Owner is required to obtain under the Declaration or hereunder, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Unit as a Specific Assessment.

4. **Casualty Losses.** Regardless of whether the insurance on the Townhome Units is obtained by the Association or the Owners, in the event of a casualty loss, the Association shall be entitled to file a claim against such insurance for the cost of any repair or reconstruction to the Unit and improvements thereon which is the Association's responsibility, and the Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Association shall be entitled to adjust with the insurance provider the amount of any proceeds payable to the Association and the Owner thereunder, based upon the amount necessary to enable the Owner and the Association each to repair and replace those portions of the Unit and improvements thereon which are their respective responsibilities.

If an Owner is required to maintain property insurance on his or her Unit and such insurance is insufficient, the Association shall be relieved of its obligations to maintain, repair and replace damaged or destroyed portions of such Owner's Unit, to the extent of such insufficiency. Alternatively, the Association may perform required repairs, whether the responsibility of the Association or the Owner, and assess all costs to the Owner and the Owner's Unit as a Specific Assessment pursuant to Sections 7.3 and 8.2 of the Declaration.

5. **Costs.** The cost of all maintenance, repairs and replacements performed by the Association hereunder (except as otherwise provided in Section 3(c) above) and the cost of water and electricity used in connection with the Association's irrigation of landscaping hereunder, if applicable, and the cost of any insurance provided by the Association on Units within a Townhome Service Area, shall be allocated equally among all of the Units within the Townhome Service Area and assessed as a Service Area Assessment pursuant to Section 7.3 and 8.2 of the Declaration; provided, if the Board reasonably determines that the difference in costs between two or more Townhome Service Areas is negligible, it may combine such costs and assess all Units within the combined Service Areas equally.

6. **Easements over Townhome Units.**

(a) **Maintenance Easement.** The Association shall have a perpetual, non-exclusive easement over the Townhome Units for the purpose of performing its maintenance responsibilities hereunder and under the Declaration, which easement may be exercised by the Association, its officers, directors, employees, agents and contractors, and entry upon any Townhome Unit for such purpose shall not be deemed a trespass.

(b) **Cross-Drainage Easement.** Each Townhome Unit shall be burdened with a perpetual, non-exclusive easement over that portion of the Unit which is not improved with structures, for the purpose of drainage of stormwater runoff from any other Townhome Unit; provided, no Person shall alter the natural drainage of stormwater from any Townhome Unit once construction of initial improvements has been completed so as to unreasonably increase the drainage of stormwater onto adjacent portions of the Community without the consent of Owner(s) of affected property, the Board, and the Declarant as long as it owns any property subject to the Declaration.

(c) **Easement for Irrigation Equipment.** The Association shall have a perpetual, non-exclusive easement over, under and through all exterior portions of each Townhome Unit, except any area upon which buildings have been erected, for the purpose of installing, maintaining, repairing, replacing and operating all irrigation equipment, systems and lines serving all or any portion of the Townhome Units

and/or property adjacent to the Townhome Units for which the Owners of the Townhome Units would otherwise be responsible under Section 5.1 of the Declaration.

(d) Easement for Utilities; Responsibility for Maintenance and Repair. Each Townhome Unit shall be burdened with a perpetual, non-exclusive easement for the benefit of each other Unit within the same Townhome Service Area for installation, maintenance, repair, and replacement of utility lines and meters to serve such other Units, and for inspection of the same, which easement may be exercised by the Association, its agents, and the local utility providers responsible for the respective utilities, and for the Owners of the benefited Townhome Units and their contractors. Notwithstanding the location of the utility lines serving a particular Townhome Unit, the Owner shall be responsible for maintenance of that portion of any utility line serving only such Owner's Unit, to the extent not maintained by the utility provider.