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CHATHAM COUNTY NC  
TREVA B. SEAGROVES  
REGISTER OF DEEDS

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BOOK 1539 PAGE 0664

**Prepared by / Upon recording,  
please return to:**

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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 5 SOUTH, SECTION 2)**

This Supplemental Declaration of Covenants, Conditions and Restrictions and Supplement to the Community Covenant for Briar Chapel ("**Supplement**") is made this 15<sup>th</sup> day of November, 2010, 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, which Declaration has been amended by instruments recorded in the Office of the Register of Deeds of Chatham County, North Carolina, on June 12, 2009 in Book 1465, Page

482, *et seq.*, and on June 19, 2009 in Book 1466, Page 675, *et seq.* (as it may be 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 (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 submitting to the terms of the Declaration all or any portion of the property described on Exhibit "B" of the Declaration ("**Expansion Property**") 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 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) 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" 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. 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 15<sup>th</sup> day of November, 2010.

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

By: [Signature]  
Name: Kevin Graham  
Its: Assistant Vice President

STATE OF NORTH CAROLINA )  
COUNTY OF Chatham )

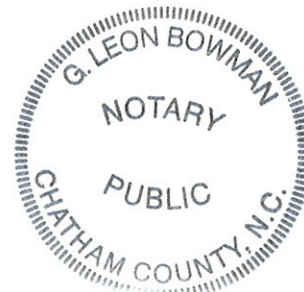
I, G. Leon Bowman, a Notary Public in and for Chatham County, North Carolina, certify that Keith Hurand personally came before me this day and acknowledged that he is Vice President of NNP-BRIAR CHAPEL, LLC, a Delaware limited liability company, and that by authority duly given and as a fact of said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

Witness my hand and official stamp or seal, this 15<sup>th</sup> day of November, 2010.

[Signature]  
Notary Public

My Commission Expires:  
9/10/14

[NOTARY SEAL]



**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 as on that certain Subdivision, Easement Dedication and Right-of-Way Dedication Plat of Briar Chapel Phase 5 South, Section 2 recorded on August 10, 2010, in Plat Book 2010, Pages 165-167, as Instrument No.0007081, in the office of the Register of Deeds of Chatham County, North Carolina, as such plat may be revised from time to time;

**All lots shown on such plat being hereby assigned to Single Family Service Area No. 1.**

**EXHIBIT "B"**

**Additional Covenants, Restrictions, and Easements**

1. **Maximum Permitted Building Area.** Pursuant to Section 16.8 of the Declaration, as amended by the First Amendment, Exhibit "F" of the Declaration shall be supplemented to include the following Maximum Permitted Building Area for Units within the Additional Property:

**Maximum Permitted Building Area**

<u>Construction Drawing Lot No.</u>	<u>Record Plat Slide/Page</u>	<u>Record Plat Lot No.</u>	<u>Lot Type</u>	<u>Maximum Impervious Area [sf]</u>	<u>Water Quality Pond No.</u>
566	2010/165-167	406		4,000	9 & Bypass
567	"	407		4,000	9 & Bypass
568	"	408		4,000	9 & Bypass
569	"	409		4,000	9 & Bypass
570	"	410		4,000	9 & Bypass
571	"	411		4,000	9 & Bypass
572	"	412		4,000	9
573	"	413		4,000	9
574	"	414		4,000	9
575	"	415		4,000	9
576	"	416		4,000	9
577	"	417		4,000	9
578	"	418		4,000	9
579	"	419		4,000	9
580	"	420		4,000	9
581	"	421		4,000	9
582	"	422		4,000	9
583	"	423		4,000	9
584	"	424		4,000	9 & Bypass
585	"	425		4,000	9 & Bypass
586	"	426		4,000	9 & Bypass
587	"	427		4,000	9 & Bypass
588	"	428		4,000	9 & Bypass
589	"	429		4,000	9 & Bypass
590	"	430		4,000	9 & Bypass
591	"	431		4,000	9 & Bypass
592	"	432		4,000	9
593	"	433		4,000	9
594	"	434		4,000	9
595	"	435		4,000	9
596	"	436		4,000	9
597	"	437		4,000	9

**Notes:**

Declarant reserves the right to amend this Exhibit or Exhibit "F" to the Declaration from time to time to include additional lots and/or to modify the maximum impervious area allocated to any lot so long as the total maximum impervious area allocated to all lots served by the same storm water management facility does not exceed that permitted by the Water Quality Certification (as defined in the First Amendment).

**2. Association Maintenance within Service Area.**

(a) Pursuant to Sections 7.3(a) and 8.2(c) of the Declaration, the Association shall be responsible for performing, or causing to be performed, on behalf of the Owners of Units within the Service Area identified on Exhibit "A" to this Supplement, the following services on Units with such Service Area and, to the extent that the Owners of such Units would otherwise be responsible for such maintenance pursuant to Section 5.1 of the Declaration, on property adjacent to the Units:

(i) mowing and fertilizing of lawns (including both front and rear yards of the Units), and application of weed control and fertilizer to such lawns on such schedule as the Board deems appropriate to maintain turf in a healthy condition;

(ii) weeding and mulching of planting beds and edging of curbs, walks, and planting beds as Board deems appropriate consistent with the budget for Single Family Service Area No. 1;

(iii) removal of fallen leaves from lawns, planting beds, and sidewalks at least twice per year; and

(iv) such other maintenance of landscaping and hardscaping on Units as may be funded under the Service Area budget adopted from time to time in accordance with the Declaration.

(b) Each Owner shall clear yards and sidewalks on such Owner's Unit and adjacent rights-of-way of personal property (e.g., chairs, tables, garbage cans, hoses, toys, sports and play equipment, etc.) and obstructions, remove pets, and leave gates unlocked to permit unfettered access to fenced areas and courtyards, in order to enable maintenance personnel to perform the services to be provided by the Association hereunder. An Owner's failure to comply with this section shall relieve the Association of its responsibility hereunder with respect to such Owner's Unit to the extent that the Association or maintenance personnel determine that such noncompliance interferes with their ability to provide the required services, in which case the Owner shall perform such maintenance and repairs, at such Owner's expense, in a timely manner and in accordance with the Community-Wide Standard, without deduction from or offset against Service Area Assessments due hereunder.

(c) Notwithstanding subsection (a) above, each Owner shall be responsible for any landscaping and improvements installed by the Owners or occupants of any Unit after issuance of a certificate of occupancy for the dwelling on the Unit. Each Owner shall also be responsible for all maintenance of the Unit other than that maintenance which the Association is to provide pursuant to this Section 2(a), including maintenance of any irrigation equipment installed on the Unit. If an Owner undertakes to perform maintenance which would otherwise be performed by the Association under this Section, 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.

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

**3. Commencement of Association's Maintenance Responsibilities.** The Association's responsibilities hereunder shall commence as to each Unit upon satisfaction of the following requirements:

(a) completion of construction of a dwelling and all related improvements on the Unit; and

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

(c) completion of installation of landscaping on the Unit in accordance with the plans approved pursuant to Article IV of the Declaration.

**4. Service Area Expenses.** The estimated expenses to be incurred by the Association for providing services to the Units within Single Family Service Area No. 1 pursuant to Section 1 of this Exhibit B, including any reasonable reserve established pursuant to Section 8.2(c) of the Declaration for repairs and replacements, and a reasonable administrative charge, shall be allocated equally among all Units within the Service Area upon which landscaping has been installed. Notwithstanding any later commencement date specified in the Declaration, the Owner of each Unit, including any Builder which owns a Unit, shall pay such Service Area Assessments from the date the Association commences maintenance on such Unit under Section 3(c) above.

**5. Easements over Units.**

(a) Maintenance Easement. The Association shall have a perpetual, non-exclusive easement over the 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 Unit for such purpose shall not be deemed a trespass.

(b) Cross-Drainage Easement. Each 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 Unit; provided, no Person shall alter the natural drainage of stormwater from any 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 Utilities; Responsibility for Maintenance and Repair. Each Unit shall be burdened with a perpetual, non-exclusive easement for the benefit of each other Unit within the same 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 Units and their contractors. Notwithstanding the location of the utility lines serving a particular 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.