

FILED
CHATHAM COUNTY NC
LUNDAY A. RIGGSBEE
REGISTER OF DEEDS

FILED Sep 15, 2016
AT 03:59:45 pm
BOOK 01880
START PAGE 0759
END PAGE 0765
INSTRUMENT # 09235
EXCISE TAX (None)

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

Jo Anne P. Stubblefield
Hyatt & Stubblefield, P.C.
Peachtree Center, Harris Tower
233 Peachtree Street, N.E., Suite 1200
Atlanta, GA 30303

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
(USS PARCEL, PH 1A)**

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**"); and on April 29, 2014 in Deed Book 1739, Page 1178, *et seq.* ("**Sixth 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 (i) submit such the Additional Property to the terms of the Declaration, the Community Covenant, and this Supplement; and (ii) impose additional covenants and easements on such property.

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

The additional covenants, restrictions and easements 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).

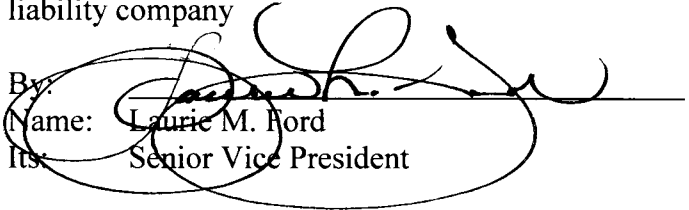
If an Owner consents to any amendment to this Supplement, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

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]

In witness of the foregoing, the Declarant has executed this Supplement on the 13th day of September, 2016.

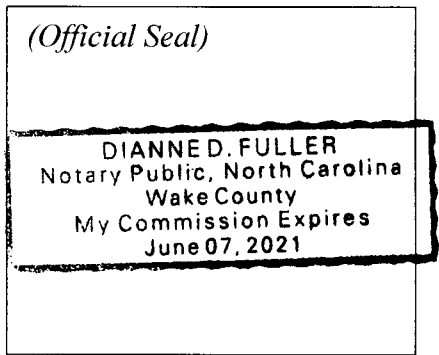
DECLARANT: **NNP-BRIAR CHAPEL, LLC**, a Delaware limited liability company

By: 
Name: Laurie M. Ford
Its: Senior Vice President

STATE OF NORTH CAROLINA)
)
COUNTY OF CHATHAM)

I, DIANNE D. FULLER, a Notary Public in and for WAKE County, North Carolina, certify that Laurie M. Ford personally came before me this day and acknowledged that she is Senior Vice President of NNP-BRIAR CHAPEL, LLC, a Delaware limited liability company, and that by authority duly given and as the act of said limited liability company, she executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal, this 13 day of SEPTEMBER, 2016.



DIANNE D. FULLER
DIANNE D. FULLER, Notary Public
My Commission Expires: JUNE 7, 2021

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 U.S. Steel Phase 1A recorded on August 19, 2016, at Plat Slide 2016-190, as Instrument No. 08138, 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" attached to the Declaration 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)
US Steel Ph 1A	21	396,189	1-43	2016-190

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

2. **Notice of Conservation Space Restrictions.** The Additional Property is part of the USS Parcel Conservation Subdivision approved as a "Conservation Subdivision" pursuant to Section 7.7 of the Subdivision Regulations of Chatham County, North Carolina (the "Conservation Regulations"). Declarant has designated a portion of the Additional Property lying outside the boundaries of any Units as "Conservation Space" and protected it by recording of that Declaration of Covenants and Restrictions – Conservation Space within US Steel Conservation Subdivision (Tract #2177) recorded at Book 1880, Page 753 in the office of the Register of Deeds for Chatham County, North Carolina (the "**Conservation Space Restrictions**").

The Conservation Space Restrictions prohibit, among other things, use of any motorized vehicles within the Conservation Space, except as may be authorized by the Declarant or the Association for purpose of performing maintenance in accordance with the Open Space Management Plan approved by Chatham County. In addition, they require protective fencing to be installed prior to grading certain portions of the Additional Property adjoining the Conservation Space. Each Owner and occupant of any Unit within the Additional Property shall observe and comply with the Conservation Space Restrictions and shall be responsible for ensuring compliance by their respective contractors, guests and invitees. All use of the Conservation Space shall be subject to the Conservation Space Restrictions and the Association Rules.