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CHATHAM COUNTY NC  
TREVA B. SEAGROVES  
REGISTER OF DEEDS

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BOOK 1525 PAGE 0458

**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  
(HEATHER GLEN CIRCLE)**

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 North Carolina 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 (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**"). The Declaration has been amended by that instrument recorded on June 12, 2009 in Book 1465, Page 482, *et seq.*, in the Office of the Register of Deeds of Chatham County, North Carolina ("**First Amendment**"), and by that instrument recorded on June 19, 2009 in Book 1466, Page 675, *et seq.*, in the Office of the Register of Deeds of Chatham County, North Carolina ("**Second Amendment**").

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, the Additional Property has 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, 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.

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 19<sup>th</sup> day of August, 2010.

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

By: [Signature]  
Name: Keith Hurand  
Its: VICE PRESIDENT

STATE OF NORTH CAROLINA )  
COUNTY OF Chatham )

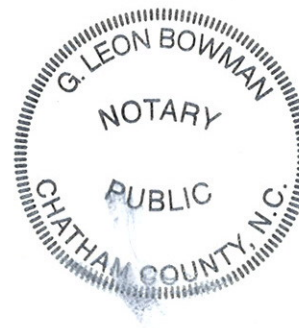
I, G. Leon Bowman, a Notary Public in and for Chatham County, North Carolina, certify that Keith Hurand personally came before me this day and acknowledged that he is Assistant Vice President of NNP-BRIAR CHAPEL, LLC, a Delaware limited liability company, and that by authority duly given and as a fact 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 19<sup>th</sup> day of August, 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 Chatham County, North Carolina, and being more particularly described on that certain Subdivision, Easement Dedication and Right-of-Way Dedication Plat of Heather Glen Circle recorded on July 13, 2010, in Plat Book 2010, Pages 0147-0148, as Instrument No. 0006158, in the office of the Register of Deeds of Chatham County, North Carolina, as such plat may be revised from time to time.

