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WAKE COUNTY, NC 533
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/09/2008 AT 15:15:22

BOOK:013091 PAGE:00618 - 00625

After Recording Return To: VAULT BOX 39

Attn: Henry W. Jones, Jr.
Jordan, Price, Wall, Gray, Jones & Carlton, PLLC

This instrument was prepared by:

Jordan, Price, Wall, Gray, Jones & Carlton, PLLC
P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AMENDMENTS TO DECLARATION OF MASTER COVENANTS
FOR
BRACKENRIDGE POINTE
AND
AMENDMENT TO SUPPLEMENTAL DECLARATION
OF
SUB-COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BRACKENRIDGE POINTE

These AMENDMENTS TO DECLARATION OF MASTER COVENANTS FOR BRACKENRIDGE POINTE AND AMENDMENT TO SUPPLEMENTAL DECLARATION OF SUB-COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRACKENRIDGE POINTE (hereinafter called "Amendments") are made by Brackenridge Pointe Owners Association, Inc., a North Carolina non-profit corporation ("Declarant");

WITNESSETH:

WHEREAS, South Forty Ventures, LLC (hereinafter called "South Forty") recorded that certain Declaration of Master Covenants, Conditions and Restrictions for Brackenridge Pointe (hereinafter called "Master Covenants") in Book 9365, Page 1084, Wake County Registry; and

WHEREAS, South Forty recorded that certain Supplemental Declaration of Sub-Covenants, Conditions And Restrictions For Brackenridge Pointe Subdivision (hereinafter called "Supplemental Covenants") in Book 9365, Page 1101, Wake County Registry; and

WHEREAS, the Master Covenants and the Supplemental Covenants identify certain Property in the Town of Holly Springs, County of Wake, State of North Carolina, which Property is more particularly described as follows (hereinafter called "the Property"):

Being all of lots 1 - 6, inclusive, lot 34 and lots 36-44, inclusive, according to a subdivision plat entitled "Brackenridge Pointe Map 1" prepared by Kenneth Close, Inc. and recorded in Book of Maps 2002, Page 502, Wake County Registry; and

Being all of lots 7 - 9, inclusive, lots 20 and 21, lots 28 - 33, inclusive, and lot 35 according to a subdivision plat entitled "Brackenridge Pointe Map 2" prepared by Kenneth Close, Inc. and recorded in Book of Maps 2002, Page 503, Wake County Registry; and

Being all of lots 10 - 19, inclusive, and lots 22 - 27, inclusive according to a subdivision plat entitled "Brackenridge Pointe Map 3" prepared by Kenneth Close, Inc. and recorded in Book of Maps 2002, Page 504, Wake County Registry.

Being all of Tracts 1, 2, 3, & 4, as shown on that certain plat map entitled "Minor Subdivision Plat for South Forth Ventures, LLC" recorded in Book of Maps 2005, page 419, Wake County Resgity.

WHEREAS, South Forty assigned its rights as Declarant in the above referenced Master Covenants and Supplemental Covenants to the Brackenridge Pointe Owners Association, Inc.; and

WHEREAS, Article IX, Section 3 of the above-referenced Master Covenants provides that the Master Covenants may be amended during the first thirty (30) year period by an instrument signed by not less than two-thirds (2/3) of the Owners; and

WHEREAS, Article III, Section 7 of the above-referenced Supplemental Covenants provides that the Supplemental Covenants may be amended during twenty-five (25) year period by an instrument signed by not less than eighty percent (80%) of the Owners; and

WHEREAS, the Declarant and the undersigned Owners desire to amend the above-referenced Master Covenants and Supplemental Covenants to incorporate desired changes; and

WHEREAS, the capitalized terms in these Amendments shall have the same meaning as such capitalized terms in the Declaration unless otherwise stated herein;

NOW, THEREFORE, Declarant and other persons and/or entities joined herein hereby declare all of the Property described herein, and hereafter annexed hereunder, will be held, sold, and conveyed subject to the following Amendments to the foregoing easements, restrictions, covenants, and conditions, which shall run with the said real Property, shall be binding on all parties having or acquiring any right, title, or interest in the described Property or any part thereof, and shall inure to the benefit of each Owner thereof.

1. Article IV, Section 1, of the Master Covenants is hereby deleted and replaced by the following:

“Section 1. Architectural Review Board. An Architectural Review Board consisting of three (3) persons shall be appointed by the Board of Directors of the Association.”

2. Article VIII of the Master Covenants is hereby amended as follows:

(a) Section 1 of Article VIII is hereby amended by deleting the introductory phrase “Except as provided in Section 2 of this Article” in line 1 thereof, and by rewriting the first sentence thereof to read as follows:

“Additional lands may be added and annexed to Brackenridge Pointe only if two-thirds (2/3) of each class of all the voted entitled to be case, in the aggregate, by Members are cast in favor of annexation.”

(b) Section 2 of Article VIII is hereby deleted in its entirety.

3. Article II, Section 5, of the Supplemental Covenants is hereby deleted and replaced by the following:

“Section 5. Fences. No fence or wall shall be erected on any Lot closer to any street than the front or side building setback line. Chain-link fencing is not permitted. Other metal fencing may be allowed if approved by the Architectural Review Board in its discretion. Any fence or wall installed within the Brackenridge Pointe Subdivision must meet all requirements of the Zoning Ordinance and must be approved as provided in Article IV of the said Master Covenants. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots, nor shall anything in this paragraph apply to any fence installed by the Declarant at any entrance to or along any street within the Subdivision.”

4. These amendments shall be effective from the date of recordation in the Wake County Registry.

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5. Except as specifically amended hereinabove, the remaining provisions of the Covenants are hereby re-acknowledged and affirmed and remain in effect in every respect.

6. The ~~XXXXXXXXXX~~ Owners have ~~XXXXXXXXXX~~ set their hands and seals to evidence their approval pursuant to Article IX, Section 3 of the Declaration of Master Covenants, Conditions and Restrictions for Brackenridge Pointe recorded in Book 9365, Page 1084, Wake County Registry and Article III, Section 7 of the Supplemental Declaration of Sub-Covenants, Conditions And Restrictions For Brackenridge Pointe Subdivision recorded in Book 9365, Page 1101, Wake County Registry, of the foregoing "Amendments To Declaration Of Master Covenants For Brackenridge Pointe And Amendment To Supplemental Declaration Of Sub-Covenants, Conditions And Restrictions For Brackenridge Pointe."

IN WITNESS WHEREOF, the said Association has caused this Amendment to be executed on the day and year first written above.

BRACKENRIDGE POINTE OWNERS
ASSOCIATION, INC.,
A North Carolina Non-Profit Corporation.

By: Carol J. Vilardo
Carol J. Vilardo, Its President

Attest: Eileen M. Chappell
Secretary



NORTH CAROLINA

WAKE COUNTY

I, Angel R. Styres, a Notary Public for Wake County, North Carolina, personally came before me Ellen M. Chappell, who, being by me duly sworn, says that she is acquainted with Carol J. Vilardo who is President of Brackenridge Pointe Owners Association, Inc., and that she, the said Ellen M. Chappell, is the Secretary of said Brackenridge Point Owners Association, Inc., and saw the said President sign the foregoing Amendments to Declaration of Master Covenants for Brackenridge Pointe and Amendment to Supplemental Declaration of Sub-Covenants, Conditions and Restrictions for Brackenridge Pointe, and that she, the said Ellen M. Chappell, signed her name in attestation of the execution of said instrument in the presence of said President of said Brackenridge Pointe Owners Association, Inc.

Witness my hand and official seal, this 8 day of May, 2008.

Angel R. Styres
Notary Public

My Commission Expires:
2-18-2013



CERTIFICATION BY BOARD OF DIRECTORS

The attached instrument purporting to amend the Covenants, Conditions and Restrictions set forth in the Declaration has been delivered, following approval by the Owners, to the Board of Directors. The Board of Directors has reasonably assured itself that the attached Amendment has been duly approved in all respects by the Owners as provided in Article IX, Section 3 of the Declaration. The Board of Directors attaches this certification as executed by and on behalf of the Association in accordance with Article IX, Section 5 of the Declaration. The Board of Directors causes this Amendment to be recorded in the Wake County Registry pursuant to Article IX, Section 5 of the Declaration.

BRACKENRIDGE POINTE OWNERS
ASSOCIATION, INC.
A North Carolina Non-Profit Corporation

By: *Kristina M. Murphy* / V.P.
Its President

Attest: *Eileen C. Aggeler*
Secretary



NORTH CAROLINA

WAKE COUNTY

I, Angel R. Styres, a Notary Public for Wake County, North Carolina, personally came before me Ellen M. Chappell, who, being by me duly sworn, says that she is acquainted with Kecia Murphy who is Vice President of Brackenridge Pointe Owners Association, Inc., and that she, the said Ellen M. Chappell, is the Secretary of said Brackenridge Point Owners Association, Inc., and saw the said Vice President sign the foregoing Certification by Board of Directors, and that she, the said Ellen M. Chappell, signed her name in attestation of the execution of said instrument in the presence of said Vice President of said Brackenridge Pointe Owners Association, Inc.

Witness my hand and official seal, this 8 day of May, 2008.

Angel R. Styres
Notary Public

My Commission Expires:
2-18-2013






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**Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

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