

WAKE COUNTY, NC 488
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/20/2010 AT 15:56:15

BOOK:014206 PAGE:00390 - 00396

Drawn by & HOLD FOR: Moore & Alphin, PLLC (Box 155) (rwm)

**SUPPLEMENTAL DECLARATION
FOR
BRYARTON VILLAGE TOWNHOMES
(Annexing Bryarton Village II)**

This Supplemental Declaration to the Declaration of Covenants and Restrictions for Bryarton Townhomes (the "Supplemental Declaration") is made as of the date on which it is recorded in the Office of the Register of Deeds for Wake County, North Carolina, by **NUR PROPERTIES, LLC**, a North Carolina limited liability company (hereinafter referred to as "Co-Declarant").

PREAMBLE:

A. IC Development, Inc. ("ICD") previously recorded a Declaration of Covenants and Restrictions for Bryarton Townhomes in Book 11321, Page 1591, Wake County Registry, as amended from time to time (the "Declaration"); and

B. By virtue of that certain Assignment Of Declarant's Rights recorded in Book 13306, page 1626, Wake County Registry, Declarant is the successor Co-Declarant of ICD.

C. By virtue of the deed recorded in Book 14084, Page 580, Wake County Registry, Declarant is the owner of the real property identified on **Exhibit A** attached hereto and made a part hereof (the "Annexed Property"), which is a portion of the "Additional Bryarton Townhomes Property" (as defined in the Declaration) and which is permitted by Section 2 of Article II of the Declaration to be annexed by the Declarant.

NOW, THEREFORE, pursuant to Section 2 of Article II of the Declaration, Declarant and NUR hereby declare that the Annexed Property is and shall be annexed into and become part of the Bryarton Townhomes Property (as defined in Article I of the Declaration) and, except to the extent that the provisions of this Supplemental Declaration conflict with or differ from the terms of the Declaration, in which event the terms of this Supplemental Declaration, and not the terms of the

Declaration, shall apply to the Annexed Property, shall be subject to the Declaration and shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and this Supplemental Declaration, each and all of which shall be appurtenant to and run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, and their respective heirs, personal representatives, successors and assigns, and which shall inure to the benefit of each Owner thereof, and all of which shall be in addition to those contained in the Declaration.

ADDITIONAL PROVISIONS

Capitalized terms not defined herein shall have the meaning of such terms as set forth in the Declaration, the Act, or the Code, as appropriate.

In addition to the provisions of the Declaration, the Annexed Property is subject to the following Additional Provisions. In the event that any provision of the Declaration is inconsistent with the provisions of this Supplemental Declaration, the provisions of this Supplemental Declaration shall control.

1. **City-Required Legal Documents.** Prior to conveying any portion of the Annexed Property to a third party, Declarant will record a map subdividing the Annexed Property into townhome Lots and will the Annexed Property to: (i) a Declaration Of City of Raleigh Required City Code Provisions For Developments With Common Elements And Common Expenses; and (ii) a Declaration Of Maintenance Covenant And Grant Of Protection Easements For Stormwater Control Facilities, both of which are required by the Raleigh City Code.

2. **Assessments.** The Lots within the Annexed Property shall be subject to the assessments as provided in the Declaration except that, as provided in Section 7 of Article II of the Declaration, the Lots within the Annexed Property are not subject to the Master Declaration. Accordingly, the Lots within the Annexed Property shall not be required to pay any portion of the assessments collected by the Association for repayment to the Master Association.

3. **Declarant.** Declarant shall be deemed to be the sole Declarant under the Declaration as to (but only as to) the Annexed Property and, until the earlier of (i) the date on which Declarant no longer owns any property within the Annexed Property, (ii) December 31, 2017, or (iii) the date on which voluntarily Declarant relinquishes its Declarant rights as to the Annexed Property by an assignment of Declarant rights recorded in the Office of the Register of Deeds for Wake County, Declarant shall have all of the rights and obligations of the Declarant under the Declaration with regard to (but only as to) the Annexed Property, including, without limitation:

(a) sole voting power (at the 4-1 ratio set forth in Section 3(b) of the Declaration, but together with other Owners of Lots in the Annexed Property, who shall have one vote for each Lot) on matters solely related to the Annexed Property;

(b) establishment and amendment of the portion of the Association's budget applicable solely to the Annexed Property;

(c) exemption of Lots created within the Annexed Property from assessments as provided in Section 8 of Article V of the Declaration, provided, however, that, so long as Declarant retains its Declarant rights as provided herein, Declarant shall be responsible in each fiscal year for

payment of any operating deficits (i.e., any positive difference between the budget applicable solely to the Annexed Property as provided in subsection (a) above and the monies actually received from Owners of Lots within the Annexed Property and any other monies received from any other source and related solely to the Annexed Property, which deficits Declarant can pay by, at its sole option, either (i) payment directly to the Association, or (ii) payment directly to a person or entity providing the services providing the services, or (iii) performing the required services. Any monies paid or services provided shall be credited, based on amounts actually paid or the fair market value of services provided, against assessments due or thereafter becoming due from Declarant;

(d) architectural approval of improvements within the Annexed Property as provided in Article VII of the Declaration

4. Lot. Lot shall mean each portion of Bryarton Village II which has been subdivided for use as an individual building lot and which is subjected to the terms, provisions, liens, charges, easements, covenants and restrictions of this Supplemental Declaration applicable to Lots by the recording of this Declaration and subsequent creation of Lots by the recording of a map.

5. Owner. Owner(s) or Lot Owner(s) shall mean the owner of a Lot(s).

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, Declarant and NUR have each caused the Supplemental Declaration to be voluntarily executed in its name by its duly authorized officer or Manager, on the date indicated in the acknowledgment of such signature.

DECLARANT:

NUR PROPERTIES, LLC,
a North Carolina limited liability company

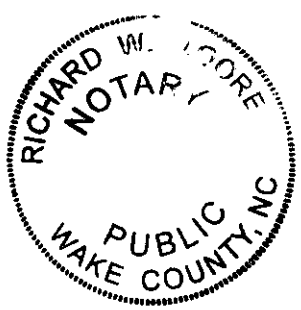
By: *Khaled A. Al-Zoubi*
Khaled Al-Zoubi, Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned Notary Public for Wake County, North Carolina, certify that Khaled Al-Zoubi personally appeared before me this day and acknowledged that he is the Manager of **NUR PROPERTIES, LLC**, a North Carolina limited liability company, and that he, as Manager, voluntarily signed the foregoing document for and on behalf of said limited liability company, by its authority duly given.

WITNESS my hand and official seal, this the 16th day of December, 2010.

(SEAL-STAMP)



R. Moore
Notary Public
Printed Name of Notary: Richard W. Moore
My Commission expires: 9/7/14

EXHIBIT A

DESCRIPTION OF ANNEXED PROPERTY

Lying and being in Swift Creek Township, Wake County, North Carolina, and being more particularly described as follows:

Beginning at an iron pipe at the northwestern corner of the property acquired by Haven Free Will Baptist Church by deed recorded in Book 2627, Page 751, Wake County Registry (the "Church Property"), said pipe also marking the northeastern corner of the property acquired by Nur Properties, LLC, by deed recorded in Book 11853, Page 1730, Wake County Registry (the "Nur Property"); running thence along and with the western line of the Church Property, South 01° 39' 32" West a distance of 533.97 feet to an iron rebar set; running thence along and with a new line in the Nur Property (said new line being the northern line of property conveyed by Grantee to Grantor by deed recorded immediately prior to this deed), South 89° 59' 21 West a distance of 172.95 feet to an iron rebar set in the eastern line of the property acquired by Bryarton Townhomes Association, Inc., by deed recorded in Book 11325, Page 2371, Wake County Registry (the "HOA Property"), running thence along and with the former eastern line of the HOA Property, North 01° 03' 03" East a distance of 489.46 feet to an iron pipe found in the southern line of property owned by Crossroads Master Owners Association, Inc. (PIN # 0772-97-5475) (the "Master Association Property"); running thence along and with the southern line of the Master Association Property, North 76° 06' 02" East a distance of 184.84 feet to the POINT AND PLACE OF BEGINNING, containing 89,859 square feet (2.06 acres) and being the property identified as "N/F Nur Properties, LLC and Donna K. Prince Altieri, Future Nur Properties, LLC Development" on the map entitled "Recombination Plat, Property of Nur Properties, LLC and Donna K. Prince Altieri, Raleigh, Wake County, North Carolina" and recorded in **Book of Maps 2010, Page 807**, Wake County Registry, to which map reference is made for a more particular description, and being all of the property acquired by Nur Properties, LLC, by deed recorded in Book 14084, Page 580, Wake County Registry.

City Approval of Annexation Declaration
Required by Raleigh City Code of Ordinances Section 10-3071(b)(10)

Instrument Prepared By: Richard W. Moore of Moore & Alphin, PLLC

City of Raleigh Case or File Number: S-92-04

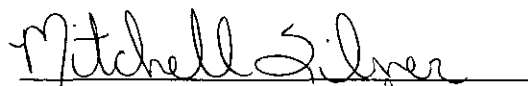
Name of Development (as shown on recorded plat of applicable phase): Bryarton Village II

Legal Name of Declarant: NUR Properties, LLC

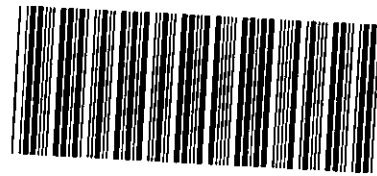
Pursuant to Section 10-3071(b)(10) of the Raleigh City Code, no annexation declaration shall be valid without the prior written approval of the City's Planning Director or his/her designee. This form must be attached to the recorded annexation instrument for the instrument to be valid.

The approval below indicates that the City of Raleigh Planning Department has been presented with an annexation document associated with the review of the subdivision map associated with the case file number referenced above and that the Planning Department has verified that the annexation instrument is applicable to the properties currently under subdivision review. The signature below may be deemed to fulfill the requirements of 10-3071(b)(10) of the City Code, but shall not be interpreted as a representation that the instrument complies with the applicable provisions of the City of Raleigh Code of Ordinances (the "Code") or the North Carolina General Statutes or that the content of the instrument has been reviewed other than for its encumbrance of the appropriate phase of the development under consideration within the City of Raleigh's development review process.

The signature above shall not be construed as a waiver, variance, or indication of compliance with any applicable provision of the Code and any violation of the Code within this instrument shall remain subject to the full enforcement remedies available to the City. It is the responsibility of the owner of the property encumbered by the annexation instrument and their counsel (if applicable) to ensure that the annexation instrument complies with all applicable requirements of law, including, but not limited to, the Code and the North Carolina General Statutes, and any other requirements of annexation expressed in the Declaration of Covenants.



Director of Planning *Baker*



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Please retain with original document and submit for rerecording.**



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

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