

BOOK: 019527 PAGE: 00067 - 00069

After recording, return to: Brian S. Edlin, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AMENDMENT TO BYLAWS FOR
BRIER CREEK COTTAGES CONDOMINIUM
OWNERS ASSOCIATION, INC.

THIS AMENDMENT TO THE BYLAWS for the Brier Creek Condominium Owners Association, Inc. ("Amendment") is made and entered into this 25 day of JANUARY 2024 by **BRIER CREEK COTTAGES CONDOMINIUM OWNERS ASSOCIATION, INC.**, a North Carolina corporation (hereinafter referred to as the ("Association"), and the requisite number of Owners and Members of the Association voting in favor of the Association.

RECITALS:

A. The Association is the condominiums association for Brier Creek Cottages in Wake County, North Carolina, and, as such, is responsible for administrating the affairs of the Association pursuant to that certain Declaration of Condominium for Cottages at Brier Creek recorded in Book 12967, Page 2163, Wake County Registry, as amended and supplemented (the "Declaration").

B. The Association was incorporated on or about 17 December 2007 and the Bylaws for said Association were adopted thereafter. The Bylaws may be amended by sixty-seven percent (67%) of the votes in the Association;

C. The Owners desire to amend the Bylaws to delete the last sentence of the first paragraph of Article 8.1 of the Bylaws;

NOW, THEREFORE, the undersigned does hereby declare that the Bylaws for Brier Creek Cottages Condominium Owners Association, Inc. shall be amended as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated by this reference as if fully set forth herein.

Submitted electronically by "Jordan Price Wall Gray Jones & Carlton"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

2. To amend Article 8.1 of the Bylaws by deleting the last sentence of the first paragraph, striking the sentence "At no time shall a proposed budget be less than the budget then in place unless approved by 100% of the Owners."

3. This amendment shall be effective upon recordation in the Office of the Wake County Register of Deeds.

4. Except as amended hereinabove and heretofore, the remaining portions of the Bylaws as originally recorded are hereby restated and reacknowledged.

IN TESTIMONY WHEREOF, the Association has caused this instrument to be executed in their individual and corporate names as of the day and year first above written.

[Signature Page Follows]

CERTIFICATION OF VALIDITY
OF AMENDMENT TO BYLAWS FOR BRIER CREEK COTTAGES CONDOMINIUM
OWNERS ASSOCIATION, INC.

By authority of its Board of Directors, the undersigned officers of the Brier Creek Condominium Owners Association, Inc., hereby certify that the foregoing instrument has been duly adopted and approved by the requisite percentage of Owners of Units in Brier Creek Condominiums and is, therefore, a valid amendment to the existing Bylaws for Brier Creek Cottages Condominium Owners Association, Inc.

BRIER CREEK COTTAGES CONDOMINIUM OWNERS ASSOCIATION, INC.

By: _____

President

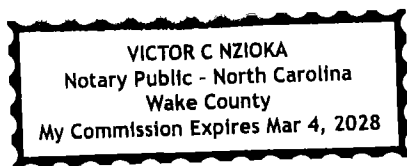
STATE OF NORTH CAROLINA
COUNTY OF WAKE

ACKNOWLEDGMENT

I, Victor C Nzioka, a Notary Public of the County and State aforesaid, certify that Peter Hao-Jen Ho personally came before me this day and acknowledged that he is President of Brier Creek Cottages Condominium Owners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President.

Witness my hand and official stamp or seal, this 25th day of January, 2024.

(Stamp or Seal)



Notary Public

Printed Name: Victor C Nzioka

My commission expires: March 4, 2028

Signature: _____

After recording, return to: Brian S. Edlin, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AMENDMENT TO DECLARATION OF
CONDOMINIUM FOR COTTAGES AT
BRIER CREEK, A CONDOMINIUM

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR COTTAGES AT BRIER CREEK, A CONDOMINIUM ("Amendment") is made and entered into this 25 day of JANUARY 2024 ~~2023~~ by **BRIER CREEK COTTAGES CONDOMINIUM OWNERS ASSOCIATION, INC.**, a North Carolina corporation (hereinafter referred to as the ("Association"), and the requisite number of Owners and Members of the Association voting in favor of the Association.

RECITALS:

A. The Association is the condominiums association for Brier Creek Cottages in Wake County, North Carolina, and, as such, is responsible for administrating the affairs of the Association pursuant to that certain Declaration of Condominium for Cottages at Brier Creek recorded in Book 12967, Page 2163, Wake County Registry, as amended and supplemented (the "Declaration").

B. The Declaration may be amended of not less than sixty-seven percent (67%) of the total votes in the Association.

C. The Owners desire to amend the Declaration to make changes to allow the Board to set a budget less than the budget in place without the approval of one hundred percent (100%) of the Owners;

NOW, THEREFORE, the undersigned does hereby declare that the Declaration of Condominium for Cottages at Brier Creek shall be amended as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated by this reference as if fully set forth herein.

submitted electronically by "Jordan Price Wall Gray Jones & Carlton"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

2. To amend the first paragraph of Article 8.2 of the Declaration by deleting the sentence "At no time shall a proposed budget be less than the budget then in place unless approved by 100% of the Owners."

3. This amendment shall be effective upon recordation in the Office of the Wake County Register of Deeds.

4. Except as amended hereinabove and heretofore, the remaining portions of the Declaration as originally recorded are hereby restated and reacknowledged.

IN TESTIMONY WHEREOF, the Association has caused this instrument to be executed in their individual and corporate names as of the day and year first above written.

[Signature Page Follows]

CERTIFICATION OF VALIDITY
OF AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
COTTAGES AT BRIER CREEK, A CONDOMINIUM

By authority of its Board of Directors, the undersigned officers of the Brier Creek Condominium Owners Association, Inc., hereby certify that the foregoing instrument has been duly adopted and approved by the requisite percentage of Owners of Units in Brier Creek Condominiums and is, therefore, a valid amendment to the existing Declaration of Condominium for Cottages at Brier Creek, a Condominium.

BRIER CREEK COTTAGES CONDOMINIUM OWNERS ASSOCIATION, INC.

By: _____

President

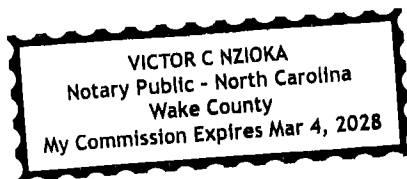
STATE OF NORTH CAROLINA
COUNTY OF WAKE

ACKNOWLEDGMENT

I, Victor C Nzioka, a Notary Public of the County and State aforesaid, certify that Peter Hao-Jen Ho personally came before me this day and acknowledged that he is President of Brier Creek Cottages Condominium Owners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President.

Witness my hand and official stamp or seal, this 25 day of January, 202nd4

(Stamp or Seal)



Notary Public

Printed Name: Victor C Nzioka

My commission expires: March 4, 2028

Signature: _____

After recording, return to: Brian S. Edlin, P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AMENDMENT TO DECLARATION OF
CONDOMINIUM FOR COTTAGES AT
BRIER CREEK, A CONDOMINIUM

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR COTTAGES AT BRIER CREEK, A CONDOMINIUM ("Amendment") is made and entered into this 17th day of January 2023 by **BRIER CREEK COTTAGES CONDOMINIUM OWNERS ASSOCIATION, INC.**, a North Carolina corporation (hereinafter referred to as the ("Association"), and the requisite number of Owners and Members of the Association voting in favor of the Association.

RECITALS:

A. The Association is the condominiums association for Brier Creek Cottages in Wake County, North Carolina, and, as such, is responsible for administrating the affairs of the Association pursuant to that certain Declaration of Condominium for Cottages at Brier Creek recorded in Book 12967, Page 2163, Wake County Registry, as amended and supplemented (the "Declaration").

B. The Declaration may be amended of not less than sixty-seven percent (67%) of the total votes in the Association.

C. The Owners desire to amend the Declaration to make changes to the allocation of the deductible with respect to the casualty insurance maintained by the Association on the Buildings as set forth in Articles XI and XII of the Declaration;

NOW, THEREFORE, the undersigned does hereby declare that the Declaration of Condominium for Cottages at Brier Creek shall be amended as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated by this reference as if fully set forth herein.

2. To amend Article XI, Section 5 by deleting that Section in its entirety and replacing it with the following:

Section 11.5 Premiums, Selection of Deductible, Payment of Deductible. Premiums upon insurance policies purchased by the Association, and any amounts paid as a result of a deductible, shall be paid by the Association and charged as a Common Expense. The Association is empowered to select an appropriate deductible for any and all insurance policies purchased by the Association. In the event of a casualty loss impacting a Unit (s) and the Common Elements, any amounts paid as a result of a deductible shall be apportioned as a Common Expense for damage to the Common Elements, or to the Units, as applicable, in proportion to the repair cost for the casualty loss sustained by each component of the Building. In the event a casualty loss is sustained solely within a Unit or Units, any expenses rising out of the repair of such Unit (s) up to the deductible, shall be an individual expense paid by the Owner(s) of the Unit(s) benefitted from the particular insurance claim(s) in proportion to the damage sustained, and such individual expense shall become immediately due upon demand by the Association, and if unpaid for a period of thirty (30) days or longer shall constitute a lien on the Unit, pursuant to Sections 10 and Section 8.2 of this Declaration. Owners are encouraged to obtain their own casualty insurance on their Units to cover the gap in insurance between the master policy deductible and amount of damage sustained to a Unit as a result of a casualty loss.

3. To amend Article XII, Section 1 by deleting that Section in its entirety and replacing it with the following:

Section 12.1 Reconstruction and Repair. In the event of damage to or destruction of the Buildings as a result of fire or other casualty, the Association shall arrange for the prompt restoration and replacement of the Buildings unless (1) the Condominium is terminated in accordance with the provisions of Article XV below, or (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (3) the Owners decide not to rebuild by a one hundred percent (100%) vote, including one hundred percent (100%) of Owners of Units not to be rebuilt and one hundred percent (100%) of Owners of Units to which are assigned Limited Common Elements not to be rebuilt. Unless one of the preceding three conditions occurs, the Association shall arrange for the prompt repair and restoration of the Buildings, not including any decoration or covering for walls, ceilings, or floors, or furniture, furnishings, fixtures or equipment (unless the subject insurance policy covers a portion or all of such loss, in which event the Association shall repair or replace such damaged property), and the Association shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments and in accordance with the provisions of Section 11.6(d)(2) of this Declaration. Except for casualty loss repair costs which do not meet and are less than the initial deductible for the master casualty policy which are addressed in Article 11.5, any payment for repair and restoration in excess of the insurance proceeds shall constitute a Common Expense. Any reconstruction or repair shall be in accordance with the Plans. If the Owners vote not to rebuild any Unit, that Unit's allocated Common Elements Interest shall be automatically reallocated upon the vote as if the Unit had been condemned under N.C.G.S. § 47C-1-107(a).

4. This amendment shall be effective upon recordation in the Office of the Wake County Register of Deeds.

5. Except as amended hereinabove and heretofore, the remaining portions of the Declaration as originally recorded are hereby restated and reacknowledged.

IN TESTIMONY WHEREOF, the Association has caused this instrument to be executed in their individual and corporate names as of the day and year first above written.

[Signature Page Follows]

CERTIFICATION OF VALIDITY
OF AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
COTTAGES AT BRIER CREEK, A CONDOMINIUM

By authority of its Board of Directors, the undersigned officers of the Brier Creek Condominium Owners Association, Inc., hereby certify that the foregoing instrument has been duly adopted and approved by the requisite percentage of Owners of Units in Brier Creek Condominiums and is, therefore, a valid amendment to the existing Declaration of Condominium for Cottages at Brier Creek, a Condominium.

BRIER CREEK COTTAGES CONDOMINIUM OWNERS ASSOCIATION, INC.

By:

President

Deborah Allgeier Deborah ALLGEIER

ATTEST:

Secretary

Jennifer Zawodny Jennifer Zawodny

STATE OF NORTH

CAROLINA

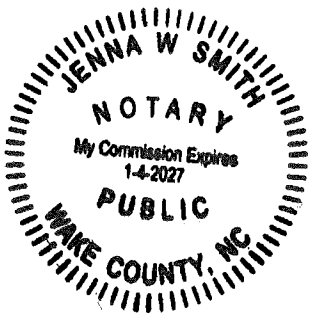
COUNTY OF WAKE

ACKNOWLEDGMENT

I, Jenna W. Smith, a Notary Public of the County and State aforesaid, certify that ~~Deborah Allgeier and Jennifer Zawodny~~ personally came before me this day and acknowledged that he/she is Secretary/Assistant Secretary of Brier Creek Cottages Condominium Owners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by as its Secretary/Assistant Secretary.

Witness my hand and official stamp or seal, this 17th day of January, 2023.

(Stamp or Seal)



Jenna W. Smith
Notary Public

Printed Name:

Jenna W. Smith

My commission expires: 1-4-2027

Signature:

Jenna W. Smith

WAKE COUNTY, NC 420
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05/14/2012 AT 16:42:14

BOOK:014764 PAGE:00982 ~ 00985

Drawn by and HOLD FOR: Moore & Alphin, PLLC (ap) (Box 155) *MA*

**FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR COTTAGES AT BRIER CREEK, A CONDOMINIUM**

This Fourth Amendment To Declaration Of Condominium For Cottages At Brier Creek, A Condominium (hereinafter "Fourth Amendment") is made as of the date set forth in the notary acknowledgment below, by **TOLL AT BRIER CREEK LIMITED PARTNERSHIP**, a North Carolina limited partnership ("Declarant").

RECITALS

Declarant has previously executed and recorded in Book 12967, Page 2163, Wake County Registry, that certain Declaration Of Condominium For Cottages At Brier Creek, A Condominium, which Declarant has previously amended, for the purpose of subjecting additional land to said Declaration, by that certain First Amendment To Declaration Of Condominium For Cottages At Brier Creek, A Condominium [Building 14; Amenity], recorded in Book 13179, Page 1115, Wake County Registry, amended to change the maximum number of rental units, by Second Amendment to Declaration of Condominium for Cottages at Brier Creek, a Condominium, recorded in Book 13265, Page 703, amended to specify that this is a phased community, by Third Amendment to Declaration of Condominium for Cottages at Brier Creek, A Condominium, recorded in Book 13289, Page 2071, and supplemented to add additional property to the community by Supplementary Declarations recorded in Book 13622, Page 2359 (Building 13), Book 14281, Page 1902 (Building 4), and Book 14512, Page 2270 (Building 2) (said Declaration, Amendments and Supplements thereto being herein referred to as the "Declaration"). Any capitalized terms used in this Fourth Amendment but not defined herein shall have the meaning of such term as set forth in the Declaration.

Article XIV of the Declaration, entitled "Amendment To And Supplement Of Declaration", permits Declarant to amend the Declaration without the consent of any other Owner if the amendment is "of a nonmaterial nature, herein defined as amendments which do not impair or prejudice any rights of any Owner".

Declarant desires to amend the Declaration to change the dining privileges from mandatory to voluntary, and Declarant has determined that this Fourth Amendment does not impair or prejudice and rights of any Owner.

THEREFORE, Declarant does hereby amend the Declaration as follows:

- 1. Section 21.1 of the Declaration, entitled "Country Club", is amended by deleting the following: "Each Owner under this Declaration may apply for other types of membership (other than dining privileges) to the Brier Creek Country Club, at his or her option, if qualified and subject to availability and the terms of the applicable Brier Creek Country Club governing documents".
- 2. Section 21.2 of the Declaration, entitled "Dining Privileges", is amended by deleting said Section in its entirety and substituting therefor the following:

"Section 21.2. Country Club Membership Privileges. Notwithstanding the disclaimer set forth in Section 21.1 of Article XXI of this Declaration, the Club Owner grants to each owner of a Unit the option to purchase certain Membership Privileges as determined by the Club Owner from time to time, which rights shall run with the Property and all parts thereof and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof or interest therein and on their heirs, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof or interest therein. Each purchaser of a Unit at the time of closing (both initial sales by Declarant and subsequent re-sales) may pay to the Club Owner an initial non-refundable contribution equal to an amount as may be determined by the Club Owner from time to time. A Unit purchaser is not required to pay the initial fee. However, if a Unit purchaser does pay this fee, then the purchaser will be able to enjoy the Membership Privileges."

- 2. Except as specifically amended by this Fourth Amendment, the Declaration, as previously amended, remains unchanged and in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Fourth Amendment to be executed, as of the date set forth in the notary acknowledgment below.

TOLL AT BRIER CREEK LIMITED PARTNERSHIP

By: Toll NC GP Corp., its General Partner

By: 
Thomas J. Anhut
Group President

=====

STATE OF NORTH CAROLINA – COUNTY OF WAKE:

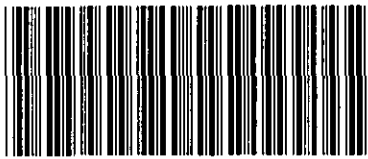
I, the undersigned, a Notary Public for WAKE County, North Carolina, certify that **Thomas J. Anhut** personally appeared before me and acknowledged that he is a Group President of **TOLL NC GP CORP.**, a North Carolina corporation, General Partner of **TOLL AT BRIER CREEK LIMITED PARTNERSHIP**, a North Carolina limited partnership, and that, in such capacity, he signed the within and foregoing document on behalf of said corporation as General Partner of said limited partnership, by their authority duly given.

Witness my hand and official stamp or seal, this the 10th day of April, 2012.

(Stamp or Seal)



Janet L. Rauschenbach
Notary Public
Printed Name: JANET L. RAUSCHENBACH
My commission expires: 6/7/2015



BOOK:014764 PAGE:00982 - 00985

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

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WAKE COUNTY, NC 125
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/31/2008 AT 10:45:17

BOOK:013289 PAGE:02071 - 02073

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

**THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR COTTAGES AT BRIER CREEK, A CONDOMINIUM**

This Third Amendment To Declaration Of Condominium For Cottages At Brier Creek, A Condominium (hereinafter "Third Amendment") is made as of the date set forth in the notary acknowledgment below, by **TOLL AT BRIER CREEK LIMITED PARTNERSHIP**, a North Carolina limited partnership ("Declarant").

RECITALS

Declarant has previously executed and recorded in Book 12967, Page 2163, Wake County Registry, that certain Declaration Of Condominium For Cottages At Brier Creek, A Condominium (the "Original Declaration"), which Declarant has previously amended by that certain First Amendment To Declaration Of Condominium For Cottages At Brier Creek, A Condominium [Building 14; Amenity], recorded in Book 13179, Page 1115, Wake County Registry (the "First Amendment"), and further amended by that Second Amendment To Declaration Of Condominium For Cottages At Brier Creek, A Condominium, recorded in Book 13265, Page 703, Wake County Registry (the Original Declaration and amendments thereto being herein referred to individually and collectively as the "Declaration"). Any capitalized terms used in this Third Amendment but not defined herein shall have the meaning of such term as set forth in the Declaration.

Article XIV of the Declaration, entitled "Amendment To And Supplement Of Declaration", permits Declarant to amend the Declaration without the consent of any other Owner if the amendment is "to correct an omission or to make amendments of a nonmaterial nature, herein defined as amendments which do not impair or prejudice any rights of any Owner".

A lender making a loan to a buyer of a Unit in the Condominium has advised Declarant to amend the Declaration to more clearly set forth Declarant's intentions with regard to the phasing of the Condominium.

THEREFORE, pursuant to Article XIV of the Declaration, Declarant does hereby amend the Declaration as follows:

- 1. Section 1.10 of the Declaration, entitled "Condominium", is amended by adding the following new sentence at the end thereof: "Declarant currently intends to develop, construct and subject the Condominiums in up to fourteen (14) separate phases, each phase containing one (1) Building and Common Elements associated therewith, and each Building containing a maximum of twenty-five (25) Units. Phase 1 of the Condominium was created and subjected to the Declaration by filing of the Original Declaration and of the plat and plans for Phase 1, and Phase 2, containing one (1) Building containing twenty-five Units was made part of the Condominium and subjected to the Declaration by the Second Amendment and the plat and plans for Phase 2. Future phases will be created and subjected to the Declaration in the manner set forth in Section 2.2 of the Declaration."
- 2. Except as specifically amended by this Third Amendment, the Declaration, as previously amended, remains unchanged and in full force and effect.

N WITNESS WHEREOF, Declarant has caused this Third Amendment to be executed, as of the date set forth in the notary acknowledgment below.

TOLL AT BRIER CREEK LIMITED PARTNERSHIP

By: Toll NC GP Corp., its General Partner

By: [Signature]
Robert A. Schooley
Vice President

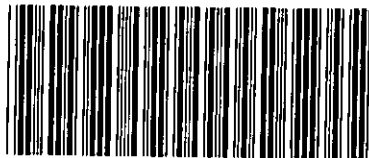
STATE OF NORTH CAROLINA – COUNTY OF WAKE:

I, the undersigned, a Notary Public for WAKE County, North Carolina, certify that Robert A. Schooley personally appeared before me and acknowledged that he is an Assistant Vice President of TOLL NC GP CORP., a North Carolina corporation and a General Partner of TOLL AT BRIER CREEK LIMITED PARTNERSHIP, a North Carolina limited partnership, and that, in such capacity, he signed the within and foregoing Third Amendment on behalf of said corporation as General Partner of said limited partnership, by their authority duly given.

Witness my hand and official stamp or seal, this the 31 day of October, 2008.
(Stamp or Seal) [Signature]
Notary Public
Printed Name: JANET L. RAUSCHENBACH
My commission expires: MAY 16, 2009

RECORD OF POOR QUALITY
DUE TO CONDITION OF
ORIGINAL DOCUMENT





BOOK:013289 PAGE:02071 - 02073

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

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_____ # of Pages 21

WAKE COUNTY, NC 465
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/03/2008 AT 16:40:49

BOOK:013265 PAGE:00703 - 00706

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

**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR COTTAGES AT BRIER CREEK, A CONDOMINIUM**

This Second Amendment To Declaration Of Condominium For Cottages At Brier Creek, A Condominium (hereinafter "Second Amendment") is made as of the date set forth in the notary acknowledgment below, by **TOLL AT BRIER CREEK LIMITED PARTNERSHIP**, a North Carolina limited partnership ("Declarant").

RECITALS

Declarant has previously executed and recorded in Book 12967, Page 2163, Wake County Registry, that certain Declaration Of Condominium For Cottages At Brier Creek, A Condominium, which Declarant has previously amended, for the purpose of subjecting additional land to said Declaration, by that certain First Amendment To Declaration Of Condominium For Cottages At Brier Creek, A Condominium [Building 14; Amenity], recorded in Book 13179, Page 1115, Wake County Registry (said Declaration and Amendment thereto being herein referred to as the "Declaration"). Any capitalized terms used in this Second Amendment but not defined herein shall have the meaning of such term as set forth in the Declaration.

Article XIV of the Declaration, entitled "Amendment To And Supplement Of Declaration", permits Declarant to amend the Declaration without the consent of any other Owner if the amendment is "of a nonmaterial nature, herein defined as amendments which do not impair or prejudice any rights of any Owner".

Declarant desires to amend Section 7.7 of the Declaration to clarify the number of Units in any Building which may be rented or leased, and Declarant has determined that this Second Amendment does not impair or prejudice and rights of any Owner.

THEREFORE, pursuant to Section 7.7 of the Declaration, Declarant does hereby amend the Declaration as follows:

1. Section 7.7 of the Declaration, entitled “Leases of Units”, is amended by deleting said Section in its entirety and substituting therefor the following:

“Section 7.7. Leases of Units. No Owner (other than the Declarant so long as Declarant owns any portion of the Property) shall lease his Unit for transient or hotel purposes, which for the purposes of this Declaration shall be defined as either a rental for any period less than six (6) months or any rental if the lessee of the Unit is provided customary hotel services. Should any Owner desire to lease his Unit, such Owner shall submit a proposed lease to the Association, together with the name and address of each potential lessee and the Owner that is leasing the Unit, for the Association’s approval, to be granted or withheld in its sole discretion. Unless leased by Declarant, (a) in no event may any lease be for a term of less than six (6) months, and (b) in no event may more than seven (7) Units be leased at any time in a 25-Unit Building, nor may more than six (6) Units be leased at any time in a 23-Unit Building, nor may more than six (6) Units be leased at any time in a 21-Unit Building, nor may more than five (5) Units be leased at any time in a 20-Unit Building, nor may more than four (4) Units be leased at any time in a 14-Unit Building. Each permitted lease shall lease an entire Unit, shall be in writing, and shall be subject to the Master Declaration, the Village Center Declaration, this Declaration and the Bylaws of the Association, and any failure of the lessee to comply with the terms of such documents shall be a default under the lease.”

2. Except as specifically amended by this Second Amendment, the Declaration, as previously amended, remains unchanged and in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to be executed, as of the date set forth in the notary acknowledgment below.

TOLL AT BRIER CREEK LIMITED PARTNERSHIP

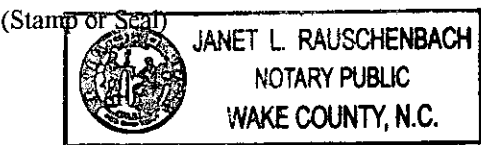
By: Toll NC GP Corp., its General Partner

By: Robert A. Schooley
Robert A. Schooley
Vice President

STATE OF NORTH CAROLINA – COUNTY OF WAKE:

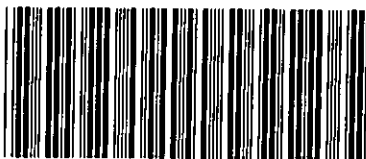
I, the undersigned, a Notary Public for WAKE County, North Carolina, certify that **Robert A. Schooley** personally appeared before me and acknowledged that he is an Assistant Vice President of **TOLL NC GP CORP.**, a North Carolina corporation and a General Partner of **TOLL AT BRIER CREEK LIMITED PARTNERSHIP**, a North Carolina limited partnership, and that, in such capacity, he signed the within and foregoing Second Amendment on behalf of said corporation as General Partner of said limited partnership, by their authority duly given.

Witness my hand and official stamp or seal, this the 1st day of October, 2008.



Janet L. Rauschenbach
Notary Public
Printed Name: JANET L. RAUSCHENBACH

My commission expires: 5-16-09



BOOK:013265 PAGE:00703 - 00706

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

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WAKE COUNTY, NC 415
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07/16/2008 AT 16:08:53

BOOK:013179 PAGE:01115 - 01122

STATE OF NORTH CAROLINA

COUNTY OF WAKE

FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR COTTAGES AT BRIER CREEK, A CONDOMINIUM
[Building 14; Amenity]

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR COTTAGES AT BRIER CREEK, A CONDOMINIUM ("First Amendment") is made this 15th day of July, 2008 by TOLL AT BRIER CREEK LIMITED PARTNERSHIP, a North Carolina limited partnership ("Declarant").

Statement of Purpose

Declarant has heretofore filed a Declaration of Condominium for Cottages at Brier Creek, A Condominium dated February 18, 2008, recorded February 25, 2008 in Book 12967 at Page 2163 in the Wake County Public Registry, North Carolina (the "Declaration"). (Terms spelled with initial capital letters in this First Amendment shall have the meanings given to them in the Declaration.) The Declaration provides in Section 2.2 that portions of the Additional Property may be added to the Condominium by Declarant without the joinder or consent of any Owner or Mortgagee or any party other than Declarant. Declarant desires to add that portion of the Additional Property described on Exhibit A attached hereto and incorporated herein by this reference, together with the Building located thereon containing Units, and the Building and other improvements containing Common Elements, including the clubhouse and pool amenities (the "Amenity") to the Condominium.

Terms

NOW, THEREFORE, pursuant to the provisions of the Declaration, Declarant does hereby amend the Declaration to add that portion of the Additional Property described in Exhibit

Drawn by and mail to:
Nina Shor, Esquire
K&L Gates[Vault Box # 123]
Hearst Tower, 47th Floor
214 N. Tryon Street
Charlotte, NC 28202
0013736.00067

A attached hereto and incorporated herein by reference (the “Building 14 and Amenity Property”) to the end that the Building 14 and Amenity Property shall be within the scheme of the Condominium and to the further end that all present and future Owners of all or any portion of the Building 14 and Amenity Property shall be subject to the terms and conditions of the aforesaid Declaration and the Owners thereof shall have the rights, privileges and obligations therein set out. The term “Property” as defined in the Declaration shall, from and after the date this First Amendment is recorded in the Office of the Register of Deeds for Wake County, include the Building 14 and Amenity Property.

Section 1.4 of Article I of the Declaration is amended to add to the description of the Buildings the buildings located upon the Building 14 Property (“Building 14”). Building 14 contains twenty-five (25) residential units. Building 14 contains residential units with stairs for access to the particular unit in the Building. Building 14 has eleven (11) two (2) bedroom units and fourteen (14) three (3) bedroom units (certain of the units have a loft option). Building 14 includes a first level with twenty-five (25) garages.

Building 14 contains twenty-five (25) Units total; provided, however, that Declarant reserves the right to subdivide or combine Units at its discretion, provided that Declarant complies with any applicable rules set forth in the Declaration.

Building 14 and the Amenity Property are more particularly described in the Plans, which show all particulars of Building 14 and the Units in Building 14 and the Amenity Property. The Plans for Building 14 contain a certification by Michael Leblanc, a North Carolina Licensed Architect, that the Plans contain all the information required by N.C.G.S. § 47C-2-109. The Plans for the Amenity contain a certification by Jeffrey Rees Williams, a North Carolina Licensed Architect, that the Plans contain all the information required by N.C.G.S. § 47C-2-109.

Section 1.6 of Article I of the Declaration defining “Common Elements” includes the improvements and the land shown as “Common Element: 13,721 sq. ft. 0.31 ac.” and “Common Element 25,835 sq. ft. 0.59 ac.” on the Building 14 and Amenity Plat (defined below).

After giving effect to this First Amendment, the Condominium includes thirty-nine (39) Units.

Section 1.23 of Article I of the Declaration is amended to add to the definition of “Plans” the surveys, plans and specifications of Building 14 prepared by Michael Leblanc, Architect, and recorded under the name of the Condominium in the Condominium Book CM2008-469 at pages B6 through C5, in the Office of the Register of Deeds of Wake County, North Carolina, the surveys, plans and specifications of the Amenity prepared by Jeffrey Rees Williams, Architect, and recorded under the name of the Condominium in the Condominium Book CM2008-469 at pages B3 through B5, in the Office of the Register of Deeds of Wake County, North Carolina, and the plat as prepared by Joseph N. Grady, Surveyor under the name of the Condominium in the Book CM2008-469 at page B2, in the Office of the Register of Deeds of Wake County, North Carolina (the “Building 14 and Amenity Plat”).

Exhibit B to the Declaration, which sets forth the percentage interests of each Unit in the Common Elements, is hereby revised as set forth in Exhibit B attached hereto.

**[REMAINDER OF THIS PAGE IS BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Declarant has caused this instrument to be duly executed as of the day and year first above written.

TOLL AT BRIER CREEK LIMITED PARTNERSHIP

By: Toll NCGP Corp., its General Partner

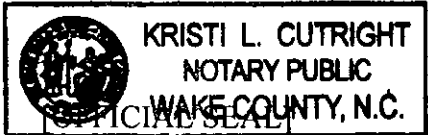
By: *Bobby Schooley*
Bobby Schooley, Vice President

Wake County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Bobby Schooley, Vice President.

Date: July 11, 2008

Kristi L. Cutright
Official Signature of Notary Public



KRISTI L. CUTRIGHT
Notary printed or typed name

My commission expires: 5/16/09

EXHIBIT A

The Building 14 and Amenity Property

Those certain tracts or parcels of land described as "Phase 2, Parcel A" containing 1.12 acres, more or less and "Phase 2, Parcel B", containing 0.31 acres, more or less, as shown on the Condominium Plat entitled "The Cottages at Brier Creek, A Condominium, Phase 2 Condominium Plat" prepared Joseph N. Grady, Jr. of The John R. McAdams Company, Inc. dated May 13, 2008, certified on June 19, 2008 and recorded in Condominium Book CM2008-469 at page B2 of the Office of the Register of Deeds of Wake County, North Carolina and being part of Lot 21, Book of Maps 2005 Page 1920, Wake County Registry, which contains remaining acreage of 14.79 acres, more or less.

EXHIBIT B

Common Elements Interest

Bldg #	Unit #	Bldg Address	City	State	Zip	Common Element Interests
12	101	10511 Sablewood Drive	Raleigh	NC	27617	1/39
12	201	10511 Sablewood Drive	Raleigh	NC	27617	1/39
12	102	10511 Sablewood Drive	Raleigh	NC	27617	1/39
12	103	10511 Sablewood Drive	Raleigh	NC	27617	1/39
12	104	10511 Sablewood Drive	Raleigh	NC	27617	1/39
12	204	10511 Sablewood Drive	Raleigh	NC	27617	1/39
12	105	10511 Sablewood Drive	Raleigh	NC	27617	1/39
12	106	10511 Sablewood Drive	Raleigh	NC	27617	1/39
12	107	10511 Sablewood Drive	Raleigh	NC	27617	1/39
12	207	10511 Sablewood Drive	Raleigh	NC	27617	1/39
12	108	10511 Sablewood Drive	Raleigh	NC	27617	1/39
12	109	10511 Sablewood Drive	Raleigh	NC	27617	1/39
12	110	10511 Sablewood Drive	Raleigh	NC	27617	1/39
12	210	10511 Sablewood Drive	Raleigh	NC	27617	1/39
14	101	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	102	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	103	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	104	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	105	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	106	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	206	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	107	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	108	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	109	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	110	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	210	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	111	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	112	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	113	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	114	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	115	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	116	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	117	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	217	9221 Calabria Drive	Raleigh	NC	27617	1/39

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Bldg #	Unit #	Bldg Address	City	State	Zip	Common Element Interests
14	118	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	119	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	120	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	121	9221 Calabria Drive	Raleigh	NC	27617	1/39
14	221	9221 Calabria Drive	Raleigh	NC	27617	1/39
Total						100%



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

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