WAKE COUNTY, NC 763
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/23/2004 AT 16:50:13

BOOK:011159 PAGE:00822 - 00828

TWENTY-SEVENTH SUPPLEMENT AND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIER CREEK

WAKE AND DURHAM COUNTIES, NORTH CAROLINA

THIS TWENTY-SEVENTH SUPPLEMENT AND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIER CREEK (the "Twenty-seventh Supplement"), made this 21st day of December, 2004, by BRIER CREEK ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership ("Declarant"), with reference to the following facts,:

RECITALS:

A. Declarant executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Brier Creek (the "Declaration"), which is recorded in Book 8002 at Page 638 of the Wake County Registry and Book 2463 at Page 376 of the Durham County Registry, as amended by First Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 8219 at Page 642 of the Wake County Registry and Book 2578 at Page 842 of the Durham County Registry; by Second Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 8438 at Page 1406 of the Wake County Public Registry and Book 2723 at Page 808 of the Durham County Registry; by Third Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 8507 at Page 2351 of the Wake County Registry, and Book 2791 at Page 841 of the Durham County Public Registry; by Fourth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 8535 at Page 1370 of the Wake County Registry, and Book 2801 at Page 640 of the Durham County Public Registry; by Fifth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 8718 at Page 915 of the Wake County Registry, and Book 2940 at Page 577 of the Durham County Public Registry; by Sixth Supplement and Amendment to Declaration of Covenants, Conditions and

Drawn By and Mail To:
Shannon O'Donnell
Anwalt, LLC
3800 Arco Corporate Drive, Suite 200
Charlotte, NC 28273

Restrictions recorded in Book 8834 at Page 787 of the Wake County Registry, and Book 3033 at Page 30 of the Durham County Public Registry; by Seventh Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 3039 at Page 821 of the Durham County Public Registry; by Eighth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 8866 at Page 1435 of the Wake County Registry, and Book 3070 at Page 768 of the Durham County Public Registry; by Ninth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 8923 at Page 725 of the Wake County Registry, and Book 3112 at Page 14 of the Durham County Public Registry; by Tenth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 8971 at Page 519 of the Wake County Registry, and Book 3140 at Page 415 of the Durham County Public Registry; by Eleventh Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 8975 at Page 1726 of the Wake County Registry; by Twelfth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 8997 at Page 1008 of the Wake County Registry, and Book 3152 at Page 878 of the Durham County Public Registry; by Thirteenth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 9405 at Page 170 of the Wake County Registry; by Fourteenth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 9405 at Page 184 of the Wake County Registry; by Fifteenth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 9554 at Page 2227 of the Wake County Registry; by Sixteenth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 9954 at Page 56 of the Wake County Registry; by Seventeenth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 9954 at Page 130 of the Wake County Registry; by Eighteenth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 10139 at Page 2630 of the Wake County Registry; by Nineteenth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 10195 at Page 1442 of the Wake County Registry; by Withdrawal Declaration, Twentieth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 10363 at Page 207 of the Wake County Registry; by Supplemental Declaration of Covenants, Conditions and Restrictions recorded in Book 8728 at Page 1399 of the Wake County Registry; by Twenty-First Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 10778 at Page 2264 of the Wake County Registry, by Twenty-Second Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 10968 at Page 919 of the Wake County Registry, by Twenty-third Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 11046 at Page 794, by Twenty-fourth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 11114 at Page 989, by Twenty-fifth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 11131 at Page 1158, and by Twenty-sixth Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 11146 at Page 502. Terms spelled with initial capital letters in this Twenty-Seventh Supplement shall have the meanings given to them in the Declaration, unless otherwise defined herein.

B. Contemporaneously herewith, Declarant has sold and conveyed to CAS Properties, LLC (the "Buyer") that portion of the Property known and described on Exhibit "A" attached hereto. Such portion of the Property is hereinafter referred to as "Lot 101, Parcel H-West or the Supplement Property."

C. As is set forth in Article 2 of the Declaration, the Declaration currently has only limited applicability to Lot 101, Parcel H-West. As further set forth in Article 2 of the Declaration, Declarant has the sole right to determine the extent of applicability of the Declaration to any portion of the Supplement Property. Declarant desires to set forth the extent of applicability of the Declaration to Lot 101, Parcel H-West in this Twenty-seventh Supplement.

D. Article 13, Section 13.06 A. of the Declaration provides that Declarant may unilaterally amend the Declaration provided that the amendment has no material adverse effect upon any right of any Owner and does not materially increase the burden imposed by the Declaration on that part or portion of the Property owned by such Owner. Pursuant to such provision of the Declaration, Declarant desires to amend the Declaration in this Twenty-seventh Supplement by imposing additional restrictions upon Lot 101, Parcel H-West.

NOW, THEREFORE, for the purposes hereinabove recited, Declarant does hereby amend and supplement the Declaration as follows:

1. Applicability of Declaration to Lot 101, Parcel H-West. Pursuant to the provisions of Article 2, Section 2.01 of the Declaration, Declarant does hereby declare and confirm that all provisions of the Declaration are applicable to Lot 101, Parcel H-West.

2. Additional Restrictions Applicable to Lot 101, Parcel H-West. The following restrictions are hereby imposed against Lot 101, Parcel H-West, in addition to the provisions set forth in the Declaration:

(a) That the use of the Supplement Property shall be restricted to a Kiddie Academy Child Care Learning Center franchise, and that in no event may the Supplement Property be used for residential purposes.

(b) That Buyer shall not construct more than 10,000 square feet of building improvements on the Supplement Property.

(c) That Buyer shall be a "Developer," as that term is defined in the Declaration, and that the Supplement Property shall be a "Development Parcel" as that term is defined in the Declaration.

(d) That the owner of the Supplement Property shall be a member of the "Association" as that term is defined in the Declaration, and shall be obligated to pay assessments to the Association for the maintenance of

Brier Creek Parkway, and shall be obligated to pay assessments to the Association with respect to the "Greenway".

3. Effect of Twenty-seventh Supplement. The Declaration remains in full force and effect, as amended and supplemented by this Twenty-seventh Supplement.

IN WITNESS WHEREOF, Declarant has executed this Twenty-seventh Supplement as its act and deed as of the day and year above written.

BRIER CREEK ASSOCIATES LIMITED PARTNERSHIP,
Delaware limited partnership

By: RTP ASSEMBLAGE ASSOCIATES, LLC, its General Partner

By: AAC Triton Limited Partnership, a Member

By: AAC Triton GP Limited Partnership, its General Partner

By: AAC Triton, Inc., its General Partner

By: _____
Paul L. Herndon, Vice President

STATE OF NORTH CAROLINA

COUNTY OF CATAWBA

I, Michelle T. Bernard, a Notary Public of the County and State aforesaid, certify that Paul L. Herndon personally came before me this day and acknowledged that he/she is Vice President of AAC TRITON, INC., a North Carolina corporation, which is general partner of AAC TRITON GP LIMITED PARTNERSHIP, a North Carolina limited partnership, general partner of AAC TRITON LIMITED PARTNERSHIP, a North Carolina limited partnership, which is a member of RTP ASSEMBLAGE ASSOCIATES, LLC, a North Carolina limited liability company, which is general partner of BRIER CREEK ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, and that he, as Vice President, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal, this 21st day of December, 2004.

_____
Notary Public

My Commission Expires:
March 28, 2009

[NOTARIAL SEAL]

MICHELLE T. BERNARD NOTARY PUBLIC CATAWBA COUNTY, N. C. My Comm. Exp. March 28, 2009

EXHIBIT "A"

Legal Description

Lot 101, Parcel H-West, Brier Creek

Lying and being located in the City of Raleigh, Wake County, North Carolina and being more particularly described as follows:

BEING all of Lot 101 of Parcel H-West, containing 2.35 acres, more or less, as shown on plat entitled "Brier Creek Parcel H-West, Lots 101, 201, and 205 Recombination Plat," recorded in Book of Maps 2004 at Page 1344 of the Wake County Registry.

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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
NORTH CAROLINA

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

North Carolina – Wake County

The foregoing certificate___ of Michelle T. Bernard

_____

_____

_____

_____

_____ Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: Carolyn J. Sedberry

~~Assistant~~/Deputy Register of Deeds

This Customer Group

_____ # of Time Stamps Needed

This Document

_____1_____ New Time Stamp

_____1_____ # of Pages

22.004–7/11/03