

WAKE COUNTY, NC 177  
LAURA M RIDDICK  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
08/12/2009 AT 13:41:15

BOOK:013662 PAGE:00718 - 00725

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Prepared by & mail after recording to: Duke Realty Corporation  
3950 Shackleford Rd., Suite 300, Duluth, GA 30096-8268  
Attn: Raleigh Market Attorney

**Cross Reference:** Book 11448,  
Page 815, Wake County Registry

VARIANCE AND AMENDMENT  
TO  
DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS AND EASEMENTS  
FOR  
PERIMETER PARK - PHASE II

THIS VARIANCE AND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR PERIMETER PARK - PHASE II (this "Variance") is granted this 12<sup>th</sup> day of August, 2009, by DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership doing business in North Carolina as Duke Realty of Indiana Limited Partnership ("Developer"), and by the Design Review Committee, a committee composed of three (3) persons under the Declaration (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, Developer executed that certain Declaration of Protective Covenants Conditions, Restrictions, Reservations and Easements for Perimeter Park - Phase II dated June 30, 2005, recorded in Book 11448, Pages 815 - 854, in the office of the Register of Deeds, Wake County, North Carolina, as amended by that certain First Amendment to Declaration of Protective Covenants Conditions, Restrictions, Reservations and Easements for Perimeter Park - Phase II dated June 26, 2006, recorded in Book 12029, Pages 955 - 958, as supplemented by that certain First Supplement to Declaration of Protective Covenants Conditions, Restrictions, Reservations and Easements for Perimeter Park - Phase II dated October 31, 2007, recorded in Book 12828, Pages 1073 - 1079, as supplemented by that certain Second Supplement to Declaration of Protective Covenants Conditions, Restrictions, Reservations and Easements for Perimeter Park - Phase II dated February 13, 2008, recorded in Book 12961, Pages 2616 - 2622 (as so amended and supplemented, the "Declaration");

WHEREAS, Section 4.4 of the Declaration provides that the Design Review Committee may, in its sole discretion, waive or vary the requirements and standards set forth in Article 4 of the Declaration on a case-by-case basis so long as such waiver or variance does not violate the overall scheme and intent of said Article 4;

WHEREAS, Section 4.4 of the Declaration also provides that all variances by the Design Review Committee must be signed by at least two (2) members of the Design Review Committee;

WHEREAS, Section 12.3 of the Declaration provides that so long as Developer's Class B Member status exists, Developer retains the right to establish and declare such amendments to this Declaration as Developer shall from time to time, in its sole discretion, deem to be appropriate, and such amendments shall be effective as to all portions of the property encumbered by the Declaration that have not theretofore been conveyed by Developer; and

WHEREAS, Developer owns that certain unimproved tract of land described on Exhibit A attached hereto and incorporated herein by this reference (the "Property") and is still the Class B Member under the Declaration.

NOW THEREFORE, Developer and the Design Review Committee do hereby declare as follows:

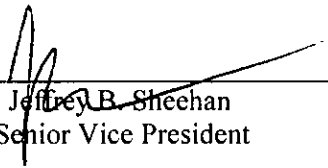
1. Terms. The recitals are hereby incorporated herein by reference. All capitalized terms used herein but undefined shall have the meaning given such term in the Declaration.
2. Permitted Use. The Board has determined that the Property may be used as a school, including, without limitation, a community college campus.
3. Repurchase Right Waiver. The repurchase right in favor of Developer pursuant to Section 4.6 of the Declaration is hereby waived in its entirety.
4. Landscaping. Section 10(b) of the Declaration shall not be interpreted to mean that a Member is required to cut down trees in order to meet the requirements related to planting grass and ground cover set forth therein.
5. Easements. Developer hereby releases that portion of the Property shown on Exhibit B attached hereto and made a part hereof from the easements reserved under Section 7.5(a) of the Declaration.
6. Miscellaneous. Except for the specific variances granted herein, the Property shall continue to be subject to all of the terms and provisions of the Declaration.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and each of the members of the Design Review Committee has executed and sealed this Variance on the day and year first above written.

DUKE REALTY LIMITED PARTNERSHIP,  
an Indiana limited partnership doing business in  
North Carolina as Duke Realty of Indiana Limited  
Partnership

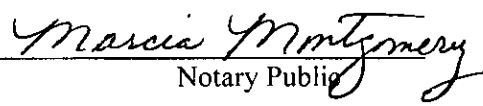
By: DUKE REALTY CORPORATION, an  
Indiana corporation, sole general partner

By:   
Name: Jeffrey B. Sheehan  
Title: Senior Vice President

STATE OF NORTH CAROLINA  
  
COUNTY OF WAKE

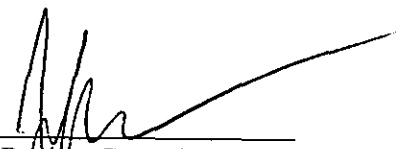
I, MARCIA MONTGOMERY a Notary Public of the County and State aforesaid, certify that Jeffrey B. Sheehan, as Senior Vice President of Duke Realty Corporation, the sole general partner of DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership doing business in North Carolina as Duke Realty of Indiana Limited Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument as the act and deed of said limited partnership.

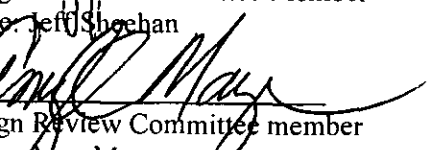
Witness my hand and official seal this 12<sup>th</sup> day of August, 2009.

  
Notary Public

My Commission Expires: 3-11-2014



  
Design Review Committee Member  
Name: Jeff Sheehan


  
Design Review Committee member  
Name: Amy Mayer

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

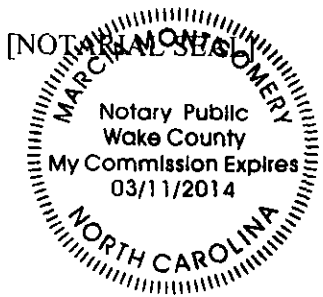
I, MARCIA MONTGOMERY, a Notary Public of the County and State aforesaid, certify that ~~Jeff Sheehan and Amy Mayer~~ personally appeared before me this day and either (i) being personally known to me; or (ii) having provided satisfactory evidence in the form of a: (circle one)

- (a) state issued driver's license;
- (b) state issued identification card; or
- (c) United States Passport

acknowledged that the foregoing instrument was signed by them voluntarily for the purposes expressed therein on this the \_\_\_ day of August, 2009.

  
Notary Public

My Commission Expires: 3-11-2014



**EXHIBIT A**

All that certain lot or parcel of land situated in the Town of Morrisville, Wake County, North Carolina and more particularly described as follows:

**Tract 1A per recombination plat recorded in Book of Maps 2001,  
pages 914-918 Wake County Registry.**

**EXHIBIT B**

[Depiction of West Boundary Line that adjoins existing property]

EXHIBIT B

JOSEPH N. GRADY, J.  
REGISTRATION NUM

I, JOSEPH N. GRADY,  
EXISTING PARCEL OR  
NEW STREET OR CHA

JOSEPH N. GRADY, J.  
REGISTRATION NUM

LENGTH=786.14'  
RADIUS=915.00'  
 $\Delta=49^{\circ}13'37''$   
CHORD=762.18'  
COURSE=S 40'59'50" E

- ING ORDINANCE,
- 000 SQUARE FEET
- .....150 FEET
- .....30 FEET
- .....15 FEET
- .....20 FEET
- .....30 FEET

N/F  
**WAKE TECHNICAL  
COMMUNITY COLLEGE**  
DB 13173, PG. 2657  
PIN 0746965825

N/F  
**DUKE REALTY LIMITED  
PARTNERSHIP**  
DB 12411, PG. 2656  
BM 2001, PG. 916  
PIN 0746979162  
197,218 SQ FT  
4.53 ACRES

A BOUNDARY  
LINED  
AS PERFORMED  
THEREFORE ALL  
BE SHOWN.  
  
IN CONFIRMED  
SURVEYING ON MAY  
1 BOOK OF MAPS

CAROLINA  
LAW.

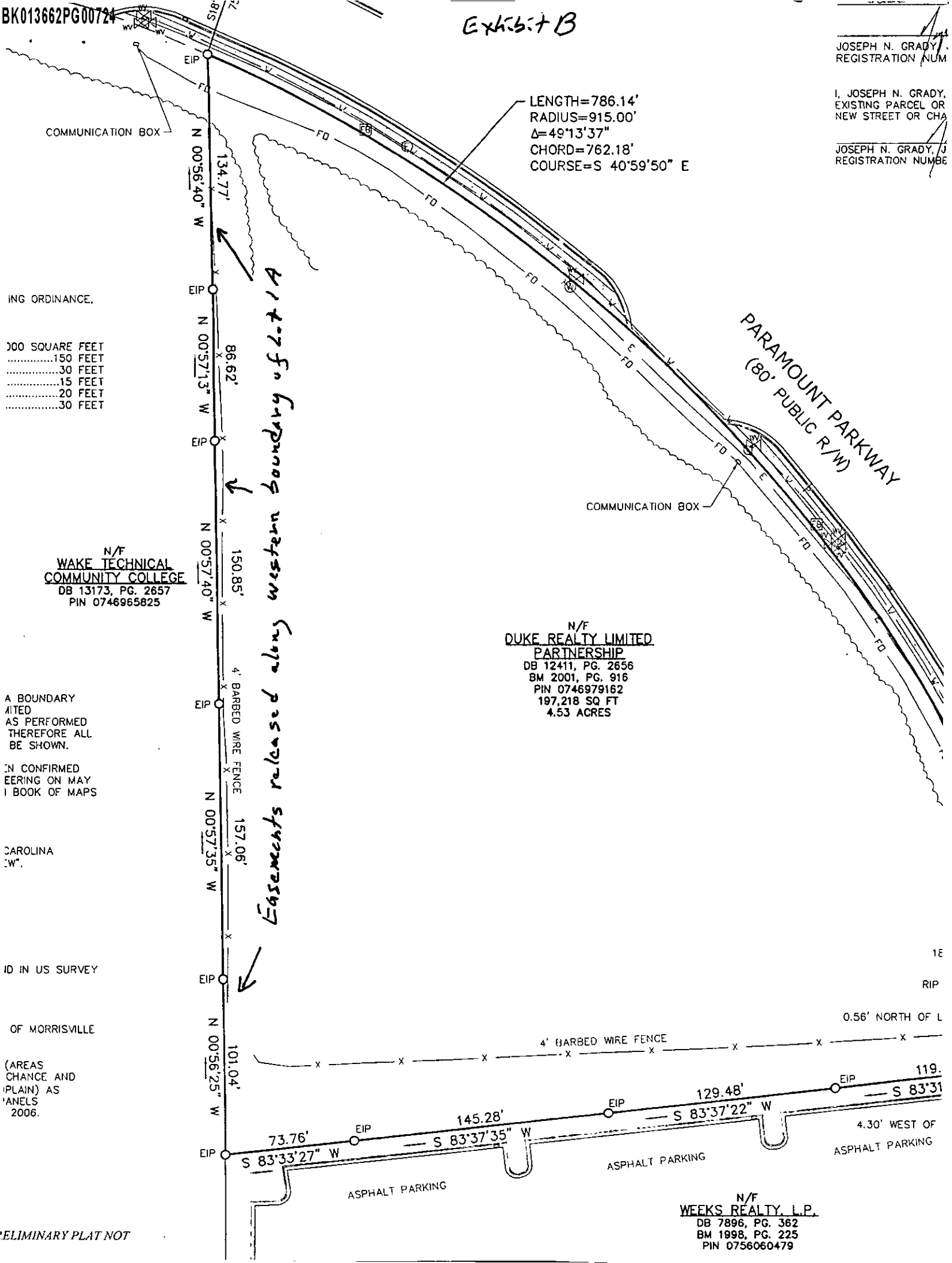
FIELD IN US SURVEY

OF MORRISVILLE

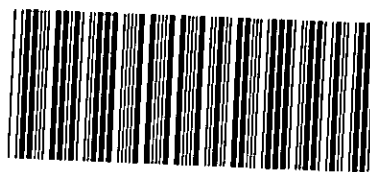
(AREAS  
CHANGE AND  
PLAIN) AS  
SHOWN  
ON PLANS  
2006.

PRELIMINARY PLAT NOT

*Easements released along western boundary of lot A*



N/F  
**WEEKS REALTY, L.P.**  
DB 7896, PG. 362  
BM 1998, PG. 225  
PIN 0756060479



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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**

**This Customer Group**  
2 # of Time Stamps Needed

**This Document**  
8 New Time Stamp  
AK # of Pages