

Dear Brightleaf at the Park Owners,

Once again this year we are offering the option to homeowners in Brightleaf at the Park who have not already done so, to become a member of the HOA Club Membership Plan that will allow you to pay your Club dues with your HOA dues. If you are currently a member of the Club, or if you would like to be a member of the club, you may elect to convert to the HOA Plan. This program will reduce the Pool/ Tennis membership to \$45/month, which is a savings of \$180/year. (The Full Membership option, which includes the gym, is available through a separate upgrade directly with the club for an additional \$25 per month.)

This is not a required program; you may maintain your current membership at the current rate. To do so requires no action from you.

FREQUENTLY ASKED QUESTIONS

What are the specifications of the HOA Club Membership Plan?

Rather than paying \$35/ month to the HOA and paying the club separately, you will pay \$80 per month to the HOA (2014 rates). This includes \$35 that goes to the HOA toward the HOA budget and \$45 per month that will be provided to the club toward your membership fees. You'll note this is a reduction in fees. The reduction is given in exchange for the fact that this would be a permanent membership.

Note that signing up for this plan permanently amends the covenants that govern your lot. In other words, you are signing up for ongoing monthly Club membership, as well as obligating future owners of your lot to do the same. Because most potential buyers assume the Club will be included, this may assist you with selling your home more readily when the time comes. Remember that any new buyer of your home would not be obligated to pay the Club initiation fees- they would only need to pay the monthly rate of the HOA Club Membership Plan.

When will this plan be available?

This exciting option will only be available from May 1 until June 1, 2014.

What is included in the cost for the HOA Club Membership Plan?

Pool/ Tennis Membership to the Brightleaf Club

- o Pool: Season May-September
- o Lap swim 6AM - 8AM
- o Regular pool hours 9:30 AM - 9PM
- o Tennis- 3 US Open hard courts
- o Playground use

What is the process to convert to this new plan?

You may fill out the enclosed agreement, have it notarized, and bring or mail it to the Club office (2003 Copper Leaf Way, Durham, NC 27703-7707) between May 1 and June 1, 2014. The Club's hours in May are 10 AM - 6 PM, Monday - Saturday. Alternately, you may come to the Club on **May 10th from 2-4PM during our Open House** when we will have a notary available. Ensure you bring photo ID to show the notary.

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The Club will then have the amendment recorded at the Durham County courthouse and you will be officially a member as of July 1, 2014. There is a \$40.00 fee to cover the legal recording fees. This fee is payable to the Brightleaf Club with your agreement when you return it to the Club.

The document cannot be accepted if it is not properly notarized. Most banks have notaries available for their account holders.

Does this mean that the Brightleaf Club is now owned or managed by the new developer or by the HOA?

No, The Brightleaf Club will continue to be privately owned and operated.

If I sell my home, will the new purchaser be required to be a part of the HOA Club Membership plan?

If you have converted to the HOA Club Membership Plan, your purchaser will automatically be a part of this program. If you do not convert, your purchaser will not automatically be a part of the HOA Membership Plan. Should the new owner wish to join the Club after purchase, he or she will need to pay the going Club rate and the initiation fees for new members.

If I elect to convert to the HOA Club Membership Plan, will I be able to cancel my membership?

No, once you convert, your lot (including all future owners) will permanently be a part of the HOA Club Membership Plan.

Does the HOA receive any of the additional funds?

No. The HOA is collecting the additional club fees as a courtesy and transferring them directly to the Club for the convenience of the owners (who will be responsible for only one monthly payment directly to the HOA). The HOA's portion for 2014 is \$35/ month and the additional \$45/ month will be provided directly to the Club. The Club will not utilize your HOA fees, nor will the HOA utilize your Club fees.

How will I pay my monthly fees?

You may pay the same way you pay your current HOA fees- by check, automatic draft through PPM, or via online payment at www.ppmral.com. Upgraded memberships are available directly through the Club.

What if I have additional questions?

Regarding the Club membership, benefits, hours, etc., you would contact the Club directly: 919-251-8262 or visit online at <http://brightleafclub.com>. Regarding the HOA, you would contact the HOA management directly: 919-848-4911 or visit online at www.BrightleafLiving.com.

Sincerely,

The Brightleaf Club

After recording, MAIL TO: Wilkison Partners Brightleaf, LLC

Prepared by: Moore & Alphin, PLLC (rm)

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

**AGREEMENT SUBJECTING PROPERTY TO
SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BRIGHTLEAF**

THIS AGREEMENT SUBJECTING PROPERTY TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIGHTLEAF (this “Agreement”) is made by the undersigned Owner, who owns fee simple title to the real property identified on the signature page of this Agreement.

RECITALS

A. Rhein Brightleaf, LLC (“Rhein”), as Declarant, previously recorded in Book 4373, Page 540, Durham County Registry, that certain Declaration of Covenants, Conditions and Restrictions for Brightleaf (as amended and supplemented from time to time, the “Declaration”). Capitalized terms not defined herein shall have the meaning of such terms as set forth in the Declaration.

B. By virtue of the Assignment and Assumption of Declarant and Development Rights recorded in Book 6743, Page 254, Durham County Registry (and corrected at Book 6808, Page 25), and of the Assignment and Assumption of Declarant and Development Rights recorded in Book 6868, Page 886, Durham County Registry, MREC Brightleaf, LLC, became the Declarant under the Declaration.

C. Wilkison Partners Brightleaf, LLC (“Wilkison”) owns and operates a private, for-profit tennis and fitness club (the “Brightleaf Club”) located within the Brightleaf community.

D. MREC Brightleaf, LLC, as Declarant, with the consent of Wilkison and Brightleaf Community Association, Inc., by that certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Brightleaf (the “2nd Amendment”) recorded in Book 7001, Page 480, Durham County Registry, amended the Declaration to, among other things, require all future Owners of Lots in the Brightleaf community to be members of the Brightleaf Club.

E. The undersigned Owner, whose Lot (“Owner’s Lot”) was *not* made subject to the 2nd Amendment by its recording, has elected to subject Owner’s Lot to the 2nd Amendment.

AGREEMENT

In consideration of the benefits to be gained by Owner by Owner’s Lot being subject to the 2nd Amendment, the undersigned Owner hereby subjects Owner’s Lot to the 2nd Amendment and agrees that Owner’s Lot shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the provisions of the 2nd Amendment, and which shall run with title to Owner’s Lot and be binding on all parties owning any right, title or interest therein, and their heirs, personal representatives, successors and assigns, and which shall inure to the benefit of each Owner thereof.

IN WITNESS HEREOF, the undersigned Owner has signed this Agreement as of the date set forth in the notary acknowledgment below.

OWNER:

_____ (Seal)

Lot #: _____

Address: _____

Printed Name

_____ (Seal)

Lot #: _____

Address: _____

Printed Name

STATE OF _____ – COUNTY OF _____:

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purposes stated therein: _____.

Date: _____

(Official Stamp or Seal)

Signature of Notary

Printed Name: _____

My Commission Expires: _____