

WAKE COUNTY, NC 2174  
LAURA M RIDDICK  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
12/30/2002 AT 12:46:58

BOOK:009824 PAGE:01058 - 01075

Prepared by: Strickland, Harris & Hilton, P.A.  
Mail To: PO Box 30787  
Raleigh, NC 27622

**AMENDMENT TO  
DECLARATION**

This Amendment To Declaration is made this 20th day of December, 2002, by the undersigned lot owners of the real property described herein.

**WITNESSETH**

**WHEREAS**, Myrick Construction Company of Raleigh, Inc., a North Carolina Corporation ("Myrick"), was the original owner of the real property lying in the Barton's Creek township and being all of Lots 1 through 25 according to a plat entitled "Byrum Woods Subdivision, Barton's Creek Township, Wake County, North Carolina," prepared by John Y. Phelps, Jr., Registered Land Surveyor, dated March 17, 1983 recorded in Map Book 1983, Page 516, Wake County Registry as more particularly described in Article I herebelow (the "Property"), and as evidenced on the map attached as Exhibit "A" and incorporated herein; and

**WHEREAS**, Myrick subjected the Property to protective covenants recorded in Book 3131, Page 665 of the Wake County Registry whereby each and all of such protective covenants was for the benefit of the Property and each owner thereof and shall inure to the benefit of and pass and run with the Property, and each and every lot or parcel thereof and shall apply to bind the successors in interest (the "Declaration"); and

**WHEREAS**, Myrick has conveyed all of its right, title and interest as "Declarant" in the Covenants to the Byrum Woods Homeowners Association, Inc., a North Carolina nonprofit corporation (hereinafter "Declarant"); and

WHEREAS, the undersigned being all of the owners of the Property now desire to amend and modify the Covenants as more specifically set forth herebelow.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the undersigned lot owners do hereby execute this Amendment to Declaration thereby restating and amending the terms of the Declaration as follows:

**ARTICLE I**

The real property which is and shall be held, transferred, sold and conveyed subject to protective covenants set forth in the Articles of Declaration is located in Barton's Creek Township, Wake County, North Carolina, and more particularly described as follows:

Being all of Lots 1 through 25 according to a plat entitled "Byrum Woods Subdivision, Barton's Creek Township, Wake County, North Carolina," prepared by John Y. Phelps, Jr., Registered Land Surveyor, dated March 17, 1983 recorded in Map Book 1983, Page 516, Wake County Registry.

**ARTICLE II**

The real property described in Article I hereof is hereby subjected to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate location thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain property set-backs from street, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby enhance the values of investments made by purchasers of lots therein.

### ARTICLE III

No lot, shall be used except for residential purposes, except that nothing herein shall preclude the use of any lot as a well site for a community water system or for the use in providing a recreational area for the individual lot owners as a group. No building shall be erected, altered, placed or be permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height and a private garage for not less than two or nor more than three cars, which garage may contain servants quarters. No detached garage may be used for the purposes of obtaining rent of any kind whatsoever.

### ARTICLE IV

No building shall be erected, placed or altered on any premises in said development until the building plans, specifications and plat showing the location of such building, have been approved in writing as to conformity and harmony of external designed with existing structures in the development and as to location of the building with respect to topography and finished ground elevation by an architectural committee (The Architectural Committee) composed of three persons designated and appointed by Declarant or its assigns. The Architectural Committee must approve or disapprove in writing such design or location within thirty (30) days after said plans and specifications have been submitted to it. Upon acceptance of said plans by The Architectural Committee, all proper permits and licenses in accordance with Wake County building ordinances must be obtained. The Architectural Committee will not be liable for any violations of existing building ordinances. Members of The Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

### ARTICLE V

Without the prior written approval of The Architectural Committee, no building shall be located on any lot in violation of the following setback and side line requirements

- (a) the minimum width of side yards shall be 15 feet;
- (b) the minimum aggregate width of both side yards shall be 40 feet;
- (c) the minimum depth of rear yards shall be 30 feet;
- (d) the minimum depth of front yards shall be 50 feet; and

(e) the minimum depth of corner side yards shall be 30 feet.

Declarant reserves the right to waive minor violations of the setback and side line requirements set forth in this Article (violations not in excess of Ten (10%) percent of the minimum requirements shall be deemed minor). With the written consent of the adjoining property owner (or owners), the Declarant may also waive any sideline violation that does not exceed 3 feet.

#### **ARTICLE VI**

Without the prior written approval of The Architectural Committee, no single story residential structure which has an area of less than 2,000 square feet exclusive of porches, breezeways, steps and garages shall be erected or placed or permitted to remain on any lot shown on said recorded plat, and no story and one-half, two story or two and one-half story structure which has an area of less than 2,200 square feet (including a minimum of 1050 square feet on the ground floor), exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any of said lots. The Architectural Committee reserves the right to waive minor violations of the square footage requirements set forth in this paragraph (violations not in excess of 5 percent of the minimum requirements shall be deemed minor).

#### **ARTICLE VII**

No lot or combination of lots shall be re-subdivided in such a manner that will result in there being more than the present number of lots shown on said recorded plat.

#### **ARTICLE VIII**

No noxious or offensive trade or activity of any kind shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards of any kind shall be erected or maintained on the premises except in the following instances:

- a. one professional sign of not more than five square feet advertising the property for sale
- b. contractor's signs advertising recent modifications to the property (e.g. roofing, siding, painting, landscaping) or political election signs for a period not to exceed forty-five (45) days. This period may be extended at the discretion of the Board.

No readily visible trade materials or inventories may be stored upon the premises and no commercial trucks or tractors of any kind may be stored on the premises. No obvious business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop shall be carried on upon any lot. Nor shall any homeowner operate a business from their residence that involves regular visits from clients and customers.

#### **ARTICLE IX**

Detached auxiliary buildings are not permitted without prior written approval of The Architectural Committee. All outbuildings such as pool houses or storage houses must be approved by The Architectural Committee and follow the architectural style of the dwelling. No auxiliary building shall be permitted in the front yard of any lot. All auxiliary buildings must have the same roofing shingles and the same siding color as the main dwelling. No boat, trailer, house trailer, camper or recreational vehicle, or similar equipment or vehicle shall be parked in public view or stored on any road, street or driveway located in the Subdivision except in garages or behind the front line of the residence. Also, no unkempt, unlicensed, inoperable, or otherwise unattractive vehicle or piece of equipment shall be parked or stored on any road, street, driveway, yard or lot except in garages or storage house. The statement "in public view" shall be determined and/or interpreted by the Board of Directors.

#### **ARTICLE X**

No animals, livestock or poultry of any kind shall be raised or kept on any lot, except that dogs, cats or other household pets may be kept on lots provided that said animals are not kept or maintained for any commercial purposes. Under no circumstances may any household pet(s) compromise the safety of the residents.

#### **ARTICLE XI**

It is the Owner's responsibility to maintain all property in an attractive manner. No fence, wall, hedge, or mass planting shall be permitted to extend nearer the front lot line than the

minimum building set-back lines established herein, or significantly obscure the view of the house from the road, except upon approval by The Architectural Committee.

**ARTICLE XII**

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner and no parking will be permitted on the streets. Also, all driveways must be paved.

**ARTICLE XIII**

The Declarant reserves the right to subject said property to a contract with Progress Energy for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Progress Energy by the Owner of each lot.

**ARTICLE XIV**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2013 at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of a majority of the then owners of the lots covered by these covenants it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him or them from so doing or to recover damages or other dues for such violation.

ARTICLE XV

Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, the undersigned being all of the lot owners of the Property have executed this Amendment as of the day and year first above written.

LOT OWNERS:

Phase 1, Lot 1, 2700 Mattlyn Court

Jagger, Graham Alan & Ann Marie

Name: Graham A. Jagger Ann Marie Jagger  
Witness: Ed J. [Signature] Ed J. [Signature]

Phase 1, Lot 2, 2704 Mattlyn Court

Larson, L. Daniel & Jody C.

Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Phase 1, Lot 3, 2708 Mattlyn Court

Newsom, Thomas W. & Nancy S.

Name: Thomas W. Newsom Nancy S. Newsom  
Witness: Ed J. [Signature] Ed J. [Signature]

Phase 1, Lot 4, 2712 Mattlyn Court

Kirk, Robert C. & Robin A. L.

Name: \_\_\_\_\_

Witness: \_\_\_\_\_

**Phase 1, Lot 5, 2800 Mattlyn Court**

McIntyre, Michael G. & Carla R.

Name: Michael G. McIntyre Carla R. McIntyre

Witness: Ed J. Anthony Ed J. Anthony

**Phase 1, Lot 6, 2804 Mattlyn Court**

Morrison, Matthew & Marion E.

Name: Marion Morrison M. Morrison

Witness: Ed J. Anthony Ed J. Anthony

**Phase 1, Lot 7, 2808 Mattlyn Court**

Douglas, Leslie F. & Sue A.

Name: Leslie F. Douglas Sue A. Douglas

Witness: Ed J. Anthony Michael G. McIntyre

**Phase 1, Lot 8, 2812 Mattlyn Court**

Milus, Leo J. & Joan O.

Name: Leo J. Milus Joan O. Milus

Witness: Ed J. Anthony Ed J. Anthony

**Phase 1, Lot 9, 2816 Mattlyn Court**

Anthony, Edward J. & Patricia M.

Name: Ed J. Anthony Patricia M. Anthony

Witness: Robert B. Stadman Robert B. Stadman

**Phase 1, Lot 10, 2820 Mattlyn Court**

Kaplan, Michael M. & Ingrid

Name: Michael M. Kaplan Ingrid W. Kaplan

Witness: Ed J. Anthony Ed J. Anthony



~~Phase 1, Lot 7, 2808 Mattlyn Court~~

~~Douglas, Leslie F. & Sue A.~~

~~Name: \_\_\_\_\_~~

~~Witness: \_\_\_\_\_~~

~~Phase 1, Lot 8, 2812 Mattlyn Court~~

~~Milus, Leo J. & Joan O.~~

~~Name: \_\_\_\_\_~~

~~Witness: \_\_\_\_\_~~

~~Phase 1, Lot 9, 2816 Mattlyn Court~~

~~Anthony, Edward J. & Patricia M.~~

~~Name: \_\_\_\_\_~~

~~Witness: \_\_\_\_\_~~

~~Phase 1, Lot 10, 2820 Mattlyn Court~~

~~Kaplan, Michael M. & Ingrid~~

~~Name: \_\_\_\_\_~~

~~Witness: \_\_\_\_\_~~

Phase 1, Lot 11, 2824 Mattlyn Court

Bishop, Jack B. & Irene B.

Name: Jack B. Bishop Irene B. Bishop

Witness: Loren [Signature]

Phase 1, Lot 12, 2828 Mattlyn Court

Martin, Raymond & Nancy

Name: Nancy Martin /

Witness: Robert B. Steadman /

**Phase 1, Lot 13, 2832 Mattlyn Court**

Sebahar, Paul & Holly

Name: Holly Sebahar Paul Sebahar

Witness: Robert B. Steadman / Robert B. Steadman

**Phase 1, Lot 14, 2836 Mattlyn Court**

Andersson, Rolf Karl & Anita I.

Name: Anita Andersson Rolf Karl Andersson

Witness: Robert B. Steadman / Robert B. Steadman

**Phase 1, Lot 15, 2840 Mattlyn Court**

Franciscy, Peter G. & Anne H.

Name: \_\_\_\_\_

Witness: \_\_\_\_\_

**Phase 1, Lot 16, 2844 Mattlyn Court**

Fussell, John P. & Louise W.

Name: Louise W. Fussell / John P. Fussell

Witness: Robert B. Steadman / Robert B. Steadman

**Phase 1, Lot 17,**

Name: ~~John P. Fussell~~

Witness: \_\_\_\_\_

**Phase 1, Lot 18, 2849 Mattlyn Court**

Deckert, John C. & Bonita E.

Name: \_\_\_\_\_

Witness: \_\_\_\_\_

**Phase 1, Lot 19, 2845 Mattlyn Court**

Steadman, Robert B. & Belinda H.

Name: Robert B. Steadman / Belinda Steadman  
Witness: Edy [Signature] / Edy [Signature]

**Phase 1, Lot 20, 2841 Mattlyn Court**

Morgan, Michael J. & Tina P.

Name: Tina Morgan / Michael Morgan  
Witness: Robert B. Steadman / Robert B. Steadman

**Phase 1, Lot 21, 2829 Mattlyn Court**

Trione, Andrew C. & Donna M.

Name: \_\_\_\_\_

Witness: \_\_\_\_\_

**Phase 1, Lot 22, 2817 Mattlyn Court**

Martin, Thomas N. & Amy C.

Name: Th. N. Martin / Amy C. Martin  
Witness: Robert B. Steadman / Robert B. Steadman

**Phase 1, Lot 23, 2801 Mattlyn Court**

Behuniak, Bryan D. & Julie Johnston Behuniak

Name: \_\_\_\_\_

Witness: \_\_\_\_\_

**Phase 1, Lot 24, 2709 Mattlyn Court**

Manring, Mark M. & Edith L.

Name: \_\_\_\_\_

Witness: \_\_\_\_\_

**Phase 1, Lot 25, 2705 Mattlyn Court**

Weil, H. Gilbert

Name: H. Gilbert Weil

Witness: Robert B. Stadman

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, a Notary Public of the aforesaid County and State, do hereby certify that Edward Anthony personally appeared before me this day and witnessed and acknowledged the due execution of the foregoing instrument by him, and further acknowledged that he witnessed the foregoing instrument acknowledged and executed by Graham A. Jagger and Ann Marie Jagger, Thomas W. Newsom and Nancy S. Newsom, Michael G. McIntyre and Carla R. McIntyre, M. Morrison and Marion E. Morrison, Leslie F. Douglas and Sue A. Douglas, and Leo J. Milus and Joan O. Milus.

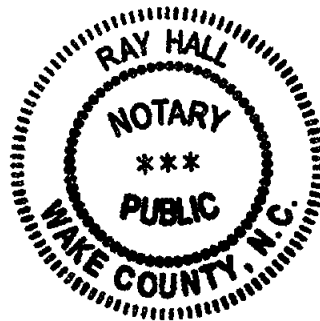
Witness my hand and official seal or stamp, this the 20 day of December, 2002.



Ray Hall

Notary Public

My Commission Expires: 11/08/06



STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, a Notary Public of the aforesaid County and State, do hereby certify that Robert B. Steadman personally appeared before me this day and witnessed and acknowledged the due execution of the foregoing instrument by him, and further acknowledged that he witnessed the foregoing instrument acknowledged and executed by Edward J. Anthony and Patricia M. Anthony.

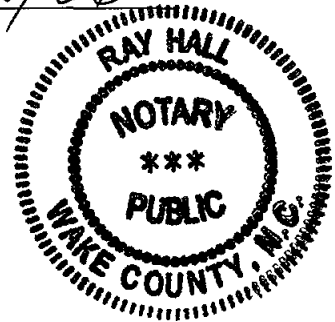
Witness my hand and official seal or stamp, this the 20 day of December, 2002.



Ray Hall

Notary Public

My Commission Expires: 11/08/06



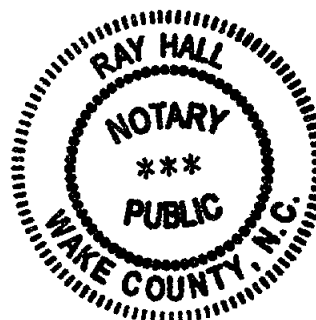
STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, a Notary Public of the aforesaid County and State, do hereby certify that Edward Anthony personally appeared before me this day and witnessed and acknowledged the due execution of the foregoing instrument by him, and further acknowledged that he witnessed the foregoing instrument acknowledged and executed by Michael M. Kaplan and Ingrid Y. Kaplan.

Witness my hand and official seal or stamp, this the 20 day of DECEMBER, 2002.



Ray Hall  
Notary Public  
My Commission Expires: 11/08/06



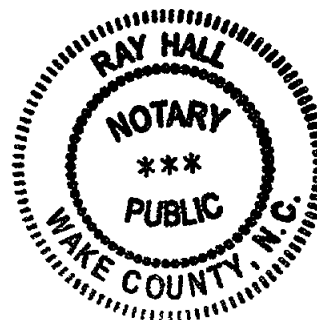
STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, a Notary Public of the aforesaid County and State, do hereby certify that Steven Kreis personally appeared before me this day and witnessed and acknowledged the due execution of the foregoing instrument by Jack B. Bishop and Irene B. Bishop.

Witness my hand and official seal or stamp, this the 20 day of DECEMBER, 2002.



Ray Hall  
Notary Public  
My Commission Expires: 11/08/06



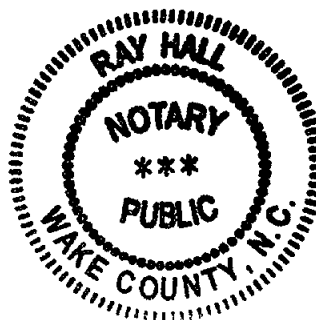
STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, a Notary Public of the aforesaid County and State, do hereby certify that Robert B. Steadman personally appeared before me this day and witnessed and acknowledged the due execution of the foregoing instrument by him and acknowledged that he witnessed the foregoing instrument acknowledged and executed by Nancy Martin, Paul Sebahar and Holly Sebahar, and Anita I. Andersson and Rolf K. Andersson, and Louise W. Fussell and John P. Fussell.

Witness my hand and official seal or stamp, this the 20 day of December, 2002.

*Robert B. Steadman*

Ray Hall  
Notary Public  
My Commission Expires: 11/08/06



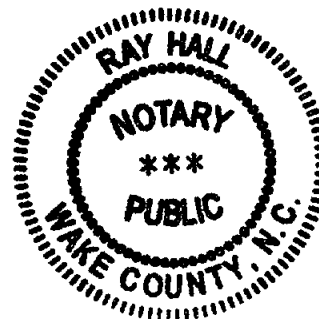
STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, a Notary Public of the aforesaid County and State, do hereby certify that Edward Anthony personally appeared before me this day and witnessed and acknowledged the due execution of the foregoing instrument by him and acknowledged that he witnessed the foregoing instrument acknowledged and executed by Robert B. Steadman and Belinda Steadman.

Witness my hand and official seal or stamp, this the 20 day of December, 2002.

*Edward Anthony*

Ray Hall  
Notary Public  
My Commission Expires: 11/08/06



STATE OF NORTH CAROLINA  
COUNTY OF WAKE

I, a Notary Public of the aforesaid County and State, do hereby certify that Robert B. Steadman personally appeared before me this day and witnessed and acknowledged the due execution of the foregoing instrument by him and acknowledged that he witnessed the foregoing instrument acknowledged and executed by Michael Morgan and Tina P. Morgan, Thomas N. Martin and Amy C. Martin, and H. Gilbert Weil.

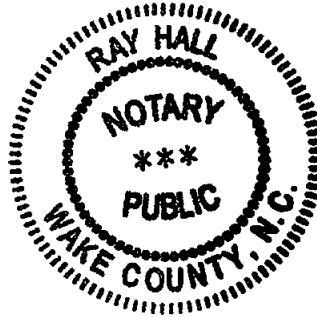
Witness my hand and official seal or stamp, this the 20 day of DECEMBER, 2002.

*Robert B. Steadman*

*Ray Hall*

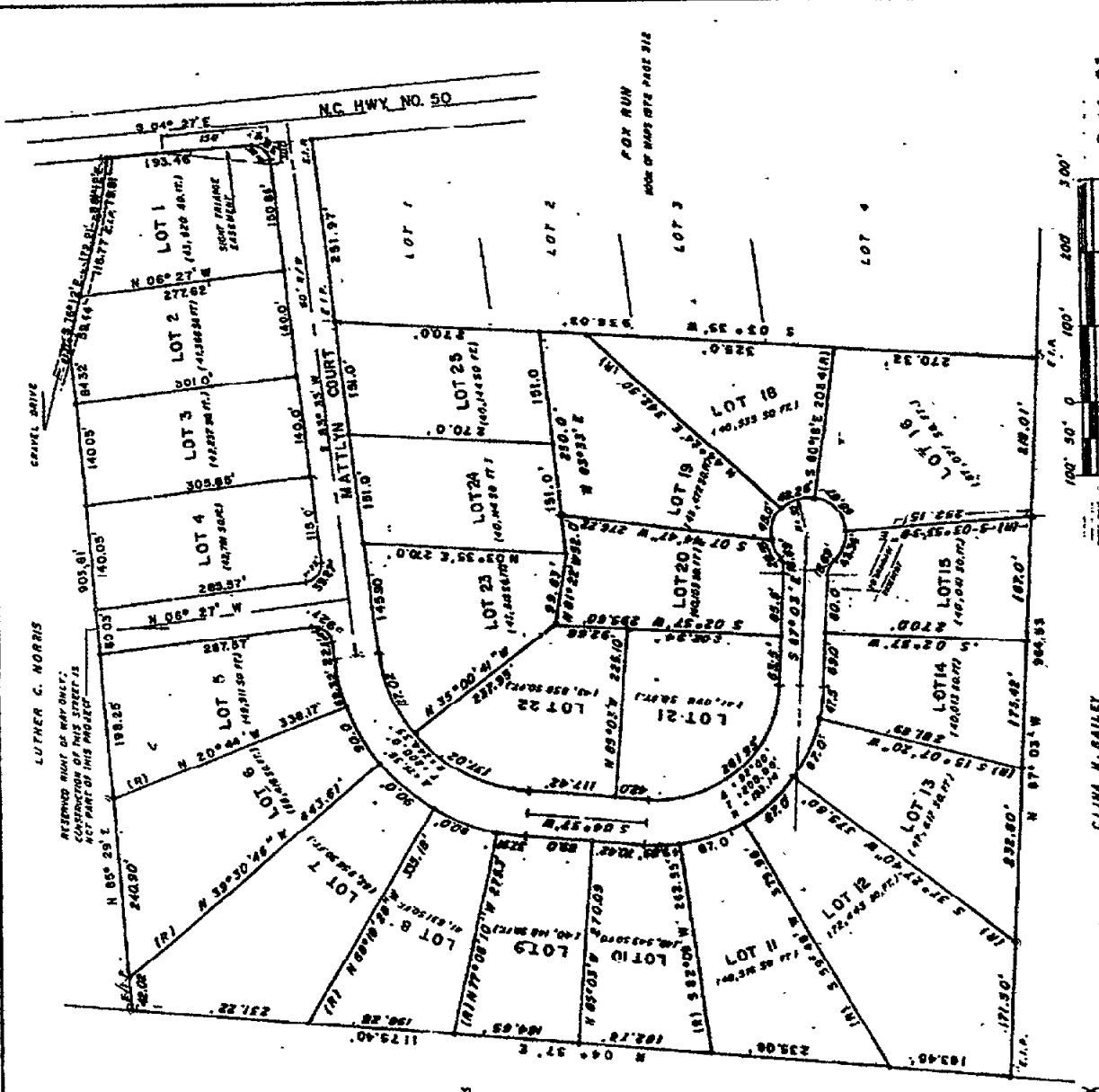
Notary Public

My Commission Expires: 11/08/04



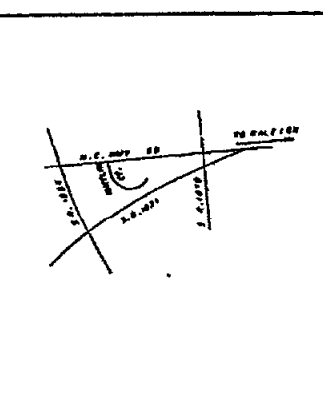


DRAIN 2000 (THRU) 2010



LUTHER C. MORRIS  
RESERVED RIGHT OF WAY ONLY.  
CONVEYANCE OF THIS STREET IS  
A PART OF THIS PROJECT.

LUTHER C. MORRIS



VICINITY MAP  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS

PROJECT NO. 1983-01  
CONTRACT NO. 1983-01-01  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]

DIST. MAY 19 1983  
MATTILYN COURT  
State of North Carolina

County of [Blank]  
I, [Signature], [Name], who being  
personally appeared before me,  
a Notary Public, do hereby certify  
that the foregoing is a true and  
correct copy of the original  
as shown to me by [Signature],  
[Name], [Title], [Address].  
Witness my hand and seal this  
[Day] day of [Month], 1983.



MICHAEL C. BELL  
ALEX COUNTY  
Notary Public

I, Steve C. Dyrick, certify that the location  
and subdivision control will be complete  
before any grading takes place on the site.  
I, Steve C. Dyrick, owner and developer of  
Byrum Woods Subdivision, certify that Mattilyn  
Court will be approved by N.C. DOT standards  
by the following date: [Date].  
Steve C. Dyrick, Owner, Byrum Woods Subdivision,  
P.O. Box 1000, [Address].  
Steve C. Dyrick, Owner, Byrum Woods Subdivision,  
P.O. Box 1000, [Address].  
Steve C. Dyrick, Owner, Byrum Woods Subdivision,  
P.O. Box 1000, [Address].

I hereby certify that this site plan has been  
found to comply with the subdivision  
control act and that the same has been  
approved by the State of North Carolina  
Department of Transportation. This  
certification is given to the State of North  
Carolina Department of Transportation.  
Steve C. Dyrick, Owner, Byrum Woods Subdivision,  
P.O. Box 1000, [Address].  
Steve C. Dyrick, Owner, Byrum Woods Subdivision,  
P.O. Box 1000, [Address].



CLINA H. BAILEY  
NORTH CAROLINA - VANCE COUNTY  
The following plat was  
prepared by me and is  
true and correct as shown  
to me by [Signature], [Name],  
[Title], [Address].  
The 1983 Map of [Blank] - [Blank] Subdivision, P.L.  
is by [Signature], [Name], [Title], [Address].  
[Signature], [Name], [Title], [Address].  
[Signature], [Name], [Title], [Address].

BYRUM WOODS  
SUBDIVISION  
PHASE I  
DATE: 05/17/83  
PAR. NO.  
NEXT NO.  
JOHN Y. RIELPS JR. - REGISTERED LAND SURVEYOR  
BARTONS CREEK TOWNSHIP, WAKE CO., N.C.

