

WAKE COUNTY, NC 2172
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/30/2002 AT 12:46:58

BOOK:009824 PAGE:01018 - 01040

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 Being all of Lots 1 through 31, Lots 33 through 45 and Lots 48 through 57 of Byrum Woods Subdivision, Phase II, according to a plat recorded in Map Book 1984, Page 1605, 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 3381, Page 640 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 the owners of lots comprising 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 31, Lots 33 through 45 and Lots 48 through 57 of Byrum Woods Subdivision, Phase II, according to a plat recorded in Map Book 1984, Page 1605, 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 unkept, 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.

{SIGNATURE PAGES ATTACHED}

LOT OWNERS

Phase 2, Lot 1, 10213 Byrum Woods Drive

Judd, Robert & Diane

Name: Robert Judd Diane Judd

Witness: Steven K. Taylor

Phase 2, Lot 2, 2805 Vestry Way

White, Scott A.

Name: Scott A. White

Witness: Jed D. Taylor

Phase 2, Lot 3, 2809 Vestry Way

Albritton, Martin H. & Lisa D. Dubuc Albritton

Name: Martin Albritton Lisa Dubuc Albritton

Witness: Jed D. Taylor

Phase 2, Lot 4, 2808 Vestry Way

Voight, Ralph W. & Victoria L.

Name: Ralph W. Voight Victoria Voight

Witness: Jed D. Taylor

Phase 2, Lot 5, 2804 Vestry Way

Whited, James R. III & Janet T.

Name: James R. Whited III Janet T. Whited

Witness: Jed D. Taylor

Phase 2, Lot 6, 10301 Byrum Woods Drive

Allocca, Peter T. & Randi S.

Name: Peter T. Allocca Randi S. Allocca

Witness: Jed D. Taylor

Phase 2, Lot 13, 10333 Byrum Woods Drive

Clavin, Maura A.

Name: Maura Clavin

Witness: Jed D. Taylor

Phase 2, Lot 14, 10401 Byrum Woods Drive

Mueller, Richard G. & Elaine A.

Name: Richard G. Mueller Elaine A. Mueller

Witness: Jed D. Taylor

Phase 2, Lot 15, 10405 Byrum Woods Drive

Byler, S. Patrick & Vickie G

Name: S. Patrick Byler Vickie G. Byler

Witness: Jed D. Taylor

Phase 2, Lot 16 & SPT17, 10409 Byrum Woods Drive

Olgiate, Allen S. & Shirley A.

Name: Allen Olgiate Shirley A. Olgiate

Witness: Jed D. Taylor

Phase 2, Lot GR PT LT, 10413 Byrum Woods Drive

Morse, Lindsey A.

Name: _____

Witness: _____

Phase 2, Lot 18, 10417 Byrum Woods Drive

Peele, James C. & Marion J.

Name: James C. Peele Marion J. Peele

Witness: Jed D. Taylor

Phase 2, Lot 7, 10309 Byrum Woods Drive

Case, Ralph B. & Joan L.

Name: ~~Cynthia James~~ ^{Ralph Case} Joan L. Case
Witness: Jed D. Taylor

Phase 2, Lot 8, 10313 Byrum Woods Drive

James, Perry E. III & Cynthia A. et al

Name: Perry James & Cynthia James
Witness: Jed D. Taylor

Phase 2, Lot 9, 10317 Byrum Woods Drive

Partin, Paul Lyman Jr. & Jane Muse

Name: Paul Lyman Partin Jr. & Jane Muse
Witness: Jed D. Taylor

Phase 2, Lot 10, 10321 Byrum Woods Drive

Hazel, Mark J. & Ellen M.

Name: Mark J. Hazel & Ellen M. Hazel
Witness: Jed D. Taylor

Phase 2, Lot 11, 10325 Byrum Woods Drive

Strickland, Bryan R. & Yifem C.

Name: Bryan R. Strickland & Yifem C. Strickland
Witness: Jed D. Taylor

Phase 2, Lot 12, 10329 Byrum Woods Drive

Smith, Brian K. & Karen M.

Name: Brian K. Smith & Karen M. Smith
Witness: Jed D. Taylor

Phase 2, Lot 19, 10421 Byrum Woods Drive

Motola, Luz Maria

Name: Luz M. Motola

Witness: John D. Taylor

Phase 2, Lot 20, 10212 Byrum Woods Drive

Sumrell, Wayne B. & Margaret G.

Name: Wayne B. Sumrell Margaret Sumrell

Witness: Steven Kent

Phase 2, Lot 21, 2709 Vestry Way

Black, Robert H., Jr. & Mary M.

Name: Robert H. Black Mary M. Black

Witness: Steven Kent

Phase 2, Lot 22, 2705 Vestry Way

Kingrey, Jerry W. & Barbara L.

Name: Jerry Kingrey

Witness: Barbara L. Kingrey
Steven Kent

Phase 2, Lot 23, 2701 Vestry Way

Novotny, George David & Susan Davene Novotny

Name: George David Novotny Susan Davene Novotny

Witness: Steven Kent

Phase 2, Lot 24, 2700 Vestry Way

Riebe, Michael T. & Caroline S. Vernia

Name: Caroline S. Vernia

Witness: Steven Kent

Phase 2, Lot 25, 2704 Vestry Way

Kreis, Steven & Joyce

Name: Steven Kreis Joyce Kreis

Witness: Ed D. Taylor

Phase 2, Lot 26, 2708 Vestry Way

Williamson, James Monroe & Mary Lou

Name: Mary Lou Williamson

Witness: Steven Kreis

Phase 2, Lot 27, 2712 Vestry Way

McRanie, Richard D. & Sherri W

Name: Richard D. McRanie

Witness: Steven Kreis

Phase 2, Lot 28, 10304 Byrum Woods Drive

Beasley, Terry W. & Donis W.

Name: Terry W. Beasley Donis W. Beasley

Witness: Steven Kreis

Phase 2, Lot 29, 2909 Kenwick Court

Allen, Robert G. & Jane A.

Name: Robert G. Allen

Witness: Steven Kreis

Phase 2, Lot 30, 2905 Kenwick Court

Martell, Alex M. & Laura M.

Name: Alex M. Martell Laura M. Martell

Witness: Steven Kreis

Phase 2, Lot 31, 2901 Kenwick Court

Connelly, Robert I. & Kathleen M.

Name: Robert I. Connelly Kathleen M. Connelly

Witness: Steven Kim

Phase 2, Lot 32,

Name: _____

Witness: _____

Phase 2, Lot 33, 2900 Kenwick Court

Granados, Juan L. & Jacqueline L.

Name: Juan L. Granados Jacqueline L. Granados

Witness: Steven Kim

Phase 2, Lot 34, 2904 Kenwick Court

Schmidt, Josef & Cheryl

Name: Josef Schmidt Cheryl Schmidt

Witness: Cheryl Schmidt Ted D. Taylor

Phase 2, Lot 35, 10334 Byrum Woods Drive

Cutbush, William J. & Brenda H.

Name: William J. Cutbush Brenda H. Cutbush

Witness: Ted D. Taylor

Phase 2, Lot 36, 10324 Byrum Woods Drive

Grove, Robert Murray

Name: Robert Murray Grove

Witness: Steven Kim

Phase 2, Lot 37, 3033 Daventry Lane

Jacobs, Frederick R., Jr. & Ruth Ann

Name: Frederick R. Jacobs Jr Ruth A Jacobs

Witness: Marianne Heston

Phase 2, Lot 38, 3029 Daventry Lane

Nix, Joseph E. & Brenda F.

Name: Joseph E Nix Brenda F Nix

Witness: Marianne Heston

Phase 2, Lot 39, 3025 Daventry lane

Wise, James C. & Frances H.

Name: James C Wise Frances H Wise

Witness: Marianne D Heston

Phase 2, Lot 40, 3021 Daventry Lane

Heston, Grant S., Jr. (Trustee) & Marianne D. Heston (Trustee)

Name: Marianne Heston Grant S Heston

Witness: JCD Taylor

Phase 2, Lot 41, 3017 Daventry Lane

Barnhill, Curtis A. & Lucy S. ,

Name: Lucy S Barnhill Curtis A Barnhill

Witness: Marianne Heston

Phase 2, Lot 42, 3013 Daventry Lane

Cassell, Arthur Robert & Deborah P.

Name: Deborah P. Cassell Arthur R. Cassell

Witness: Marianne D Heston

Phase 2, Lot 43, 3009 Daventry Lane

Pridgen, William E. & Betty

Name: Betty Pridgen William E. Pridgen

Witness: Marianne Heston

Phase 2, Lot 44R, 3005 Daventry Lane

Maggio, Michael M. & Lorraine S.

Name: Lorraine S. Maggio Michael M. Maggio

Witness: Marianne Heston

Phase 2, Lot 45,

Name: _____

Witness: _____

Phase 2, Lot 48R, 3000 Daventry Lane

Havener, Daniel I. & Marcia B.

Name: Dan I. Havener Marcia B. Havener

Witness: Marianne Heston

Phase 2, Lot 49, 3004 Daventry Lane

Gomes, Elizabeth Ann

Name: Gomes, Elizabeth Ann

Witness: Marianne Heston

Phase 2, Lot 50, 3008 Daventry Lane

Loudermilk, Gerald L. & Vicki J.

Name: Gerald L. Loudermilk Vicki J. Loudermilk

Witness: Marianne Heston

Phase 2, Lot 51, 3012 Daventry Lane

Koval, Raymond M. & Yolande S.

Name: Yolande S Koval

Witness: Marianne Heston

Phase 2, Lot 52, 3020 Daventry Lane

Taylor, Ted D. & Mary V.

Name: Ted D. Taylor Mary Taylor

Witness: Marianne Heston

Phase 2, Lot 53, 3032 Daventry Lane

Shiveler, Alan L. & Cheryl J.

Name: Cheryl Shiveler Alan Shiveler

Witness: Marianne Heston

Phase 2, Lot 54, 10408 Byrum Woods Drive

Wehner, Charles R. & Susan F.

Name: Charles R. Wehner See Wehner

Witness: Marianne Heston

Phase 2, Lot 55, 10412 Byrum Woods Drive

Brower, William A. Jr. & Sherri B.

Name: _____

Witness: _____

Phase 2, Lot 56, 10416 Byrum Woods Drive

Boggs, James F. & Evelyn E.

Name: Evelyn M Boggs (James F) Boggs

Witness: Marianne Heston

Phase 2, Lot 57, 13012 Norwood Road

Woodlief, Philip C. & Edna D.

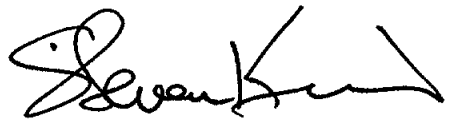
Name: _____

Witness: _____

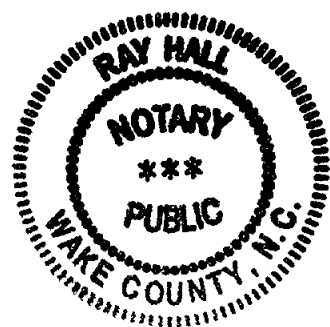
STATE OF NORTH CAROLINA
COUNTY OF WAKE

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 him and acknowledged that he witnessed the foregoing instrument acknowledged and executed by Roger Judd and Diane L. Judd..

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



Ray Hall
Notary Public
My Commission Expires: 11/08/02



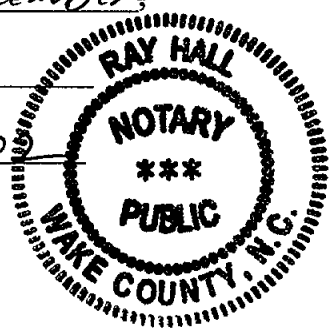
STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the aforesaid County and State, do hereby certify that Ted D. Taylor 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 Scott White, Martin Albritton and Lisa Dubuc Albritton, Ralph W. Voight and Victoria Voight, James R. Whited, III and Janet T. Whited, Peter T. Allocca and Randi S. Allocca, Maura Clavin, Richard G. Mueller and Elaine A. Mueller, Vickie G. Byler and S. Patrick Byler, Allen Olgiate and Shirley A. Olgiate, Marion J. Peele and James C. Peele, Ralph Case and Joan L. Case, Perry W. James and Cynthia James, P. Lyman Partin, Jr. and Jane Muse Partin, Mark J. Hazel and Ellen Hazel, Bryan R. Strickland and Yifem Strickland, Keith Smith and Karen M. Smith, and Luz M. Motola.

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



Ray Hall
Notary Public
My Commission Expires: 11/08/02

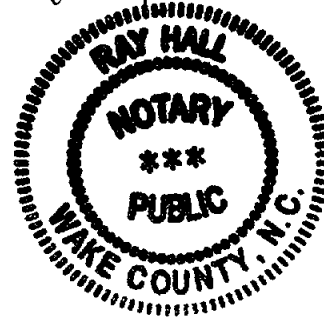


STATE OF NORTH CAROLINA
COUNTY OF WAKE

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 him, and acknowledged that he witnessed the foregoing instrument acknowledged and executed by Wayne B. Sumrell and Margaret Sumrell, Robert H. Black and Mary M. Black, Jerry Kingrey and Barbara L. Kingrey, George David Novotny and Susan Novotny, and Caroline S. Vernia.

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

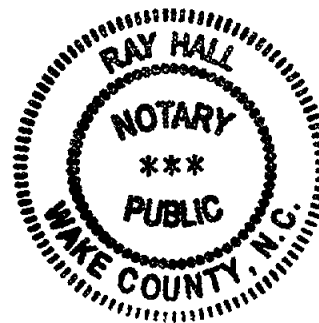
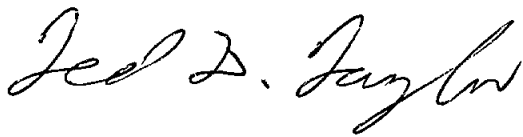


STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the aforesaid County and State, do hereby certify that Ted D. Taylor 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 Steven Kreis and Joyce Kreis.

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

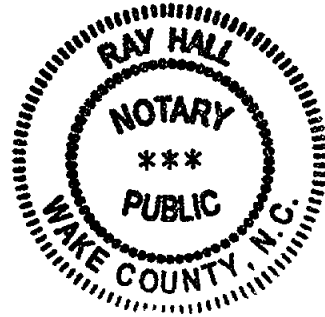
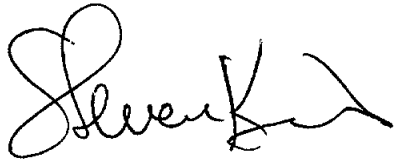


STATE OF NORTH CAROLINA
COUNTY OF WAKE

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 him and acknowledged that he witnessed the foregoing instrument acknowledged and executed by Mary Lou Williamson, Sherri W. McRanie, Terry W. Beasley and Donis W. Beasley, Robert G. Allen, Alex M. Martell and Laura M. Martell, Robert I. Connelly and Kathleen M. Connelly, Juan L. Granados and Jacqueline L. Granados.

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

Ray Hall
Notary Public
My Commission Expires: 11/08/04

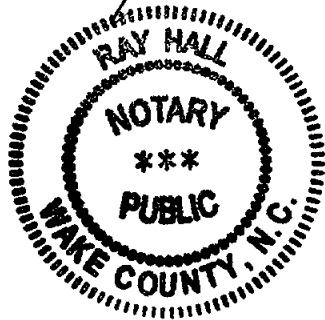


STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the aforesaid County and State, do hereby certify that Ted D. Taylor 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 Josef Schmidt and Cheryl Schmidt, and William Cutbush and Hope Cutbush.

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 him and acknowledged that he witnessed the foregoing instrument acknowledged and executed by Robert Murray Grove.

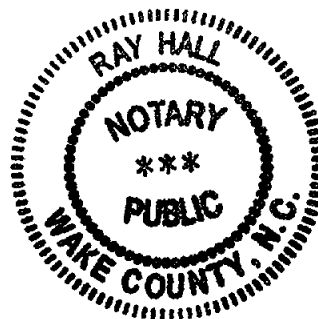
Witness my hand and official seal or stamp, this the 20 day of DECEMBER, 2002.

Ray Hall

Notary Public

My Commission Expires: 11/08/06

Steven Kreis



STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the aforesaid County and State, do hereby certify that Marianne Heston personally appeared before me this day and witnessed and acknowledged the due execution of the foregoing instrument by her, and acknowledged that he witnessed the foregoing instrument acknowledged and executed by Frederick R. Jacobs and Ruth A. Jacobs, Joseph E. Nix and Brenda F. Nix, and James C. Wise and Frances H. Wise.

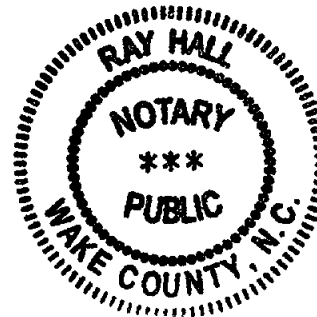
Witness my hand and official seal or stamp, this the 20 day of DECEMBER, 2002.

Ray Hall

Notary Public

My Commission Expires: 11/08/06

Marianne O'Heston



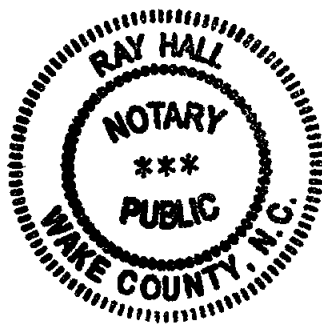
STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the aforesaid County and State, do hereby certify that Ted D. Taylor 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 Marianne Heston and Grant S. Heston.

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

Ted D. Taylor



STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the aforesaid County and State, do hereby certify that Marianne Heston 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 Lucy S. Barnhill and Curtis A. Barnhill, Deborah P. Cassell and Authur R. Cassell, Betty Pridgen and William E. Pridgen, Lorraine S. Maggio and Michael M. Maggio, Daniel L. Havener and Marcia B. Havener, Elizabeth Ann Gomes, Gerald L. Loudermilk and Vicki J. Loudermilk, Yolande S. Koval and Raymond M. Koval, Ted D. Taylor and Mary V. Taylor, Cheryl J. Shiveler and Alan Shiveler, Charles R. Wehner and Sue Wehner, and James F. Boggs and Evelyn M. Boggs

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

Marianne O'Heston

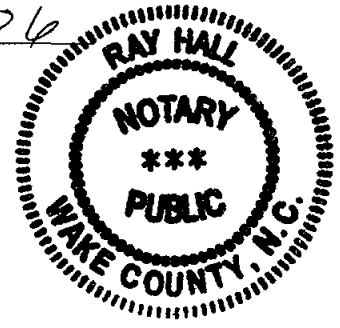


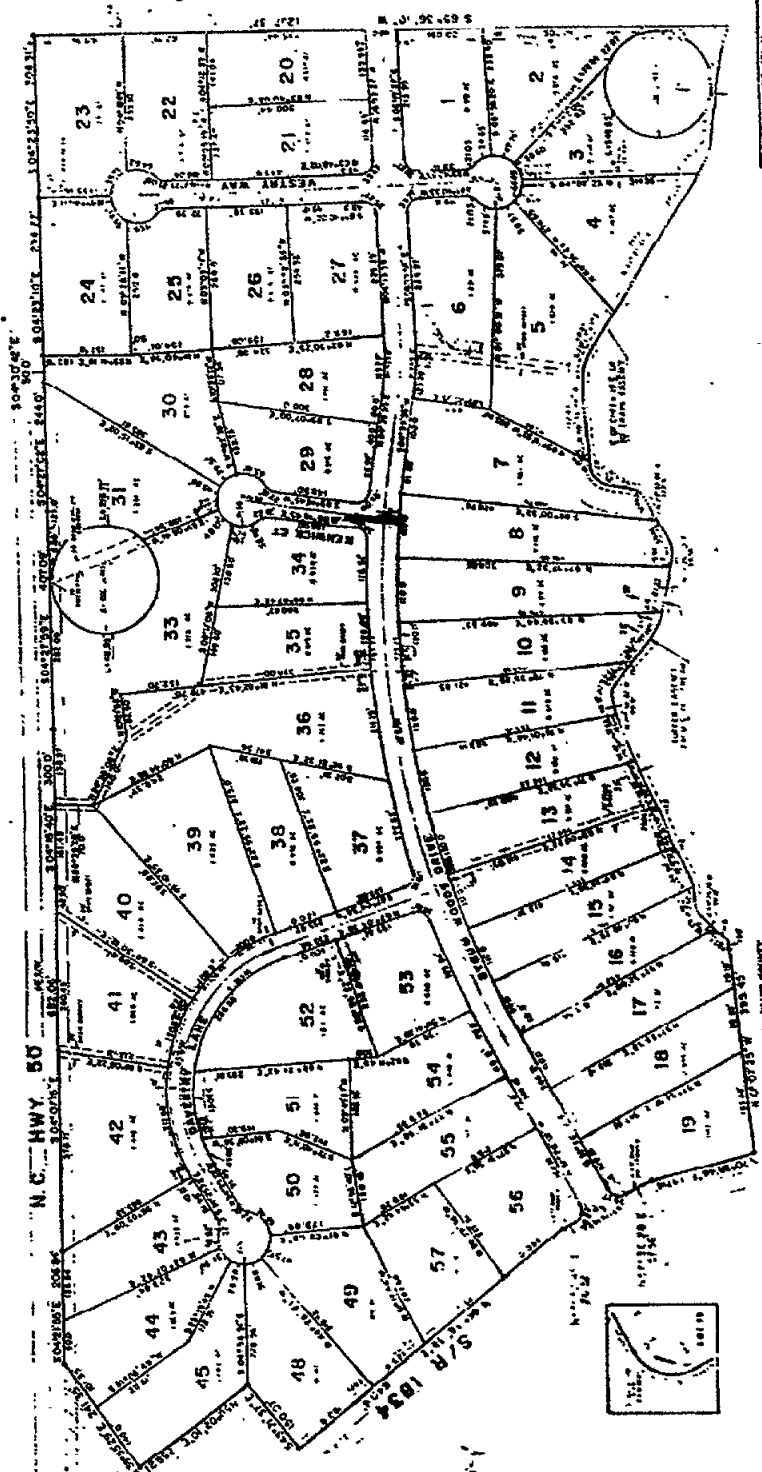
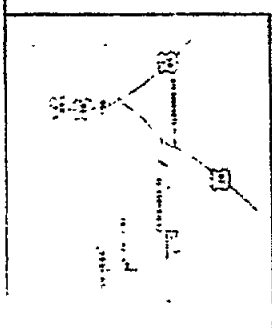
EXHIBIT A

BOOK 102 PAGE 101

100000
Leah Boyd
Leah Boyd

PROPERTY OF THE STATE OF NORTH CAROLINA
 DEPARTMENT OF REVENUE
 DIVISION OF LAND RECORDS
 REC'D FOR REGISTRATION
 10/11/2007

NOTICE TO THE PUBLIC
 THIS DEED IS A PUBLIC RECORD
 AND IS SUBJECT TO THE
 RECORDS ACT OF 1987
 G.S. 1-215



REVISION
 1. ALL LOTS ARE TO BE CONVEYED TO THE STATE OF NORTH CAROLINA BY DEED.

REVISION
 2. ALL LOTS ARE TO BE CONVEYED TO THE STATE OF NORTH CAROLINA BY DEED.

SEE PAGE 100
 ALL LOTS ARE TO BE CONVEYED TO THE STATE OF NORTH CAROLINA BY DEED.

The following is a true and correct copy of the original deed as recorded in the public records of North Carolina, Wake County, on the 11th day of October, 2007, at 10:00 A.M. The deed is subject to the provisions of the deed recorded on the 11th day of October, 2007, at 10:00 A.M.

By: *Leah Boyd*
 Leah Boyd
 Property, Wake County, NC

10/11/2007 10:00 AM
 100000

Book of maps 1998 App'd
 Book of App 1998 App 1998
 10/11/2007 10:00 AM

6-6-07

BYRUM WOODS
 PHASE II
 10/11/2007 10:00 AM
 100000

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 009824 Page : 01018 - 01040

**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**

North Carolina - Wake County

The foregoing certificate 2 of Ray Hall

____ 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: Vernon S. Spear
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
23 New Time Stamp
_____ # of Pages