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WAKE COUNTY, NC 200
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
11/07/2012 AT 11:47:48

#188
property S. Weathers

NORTH CAROLINA

BOOK:015007 PAGE:00084 - 00096

WAKE COUNTY

# Centennial Park
# Townhomes
# Declaration of Covenants, Conditions and Restrictions

**This Declaration, made on the date hereinafter set forth by Centennial Land Company, LLC, pursuant to the laws of the State of North Carolina, hereinafter referred to as "Declarant":**

**WITNESSETH:**

**Whereas Declarant is the owner of certain property in or near the city of Raleigh, County of Wake, State of North Carolina, which is more particularly described as:**

**Being all of Lots 1 through 29 inclusive, as shown on the map recorded in Book of Maps 2012 Pages 1135 as corrected on the map recorded in Book of Maps 2012 Pages 1160 & 1161 Wake County Registry.**

**Now Therefore, Declarant hereby declares that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.**

## ARTICLE I

## DEFINITIONS

**Section 1. "Association" shall mean and refer to Centennial Park Townhome Association, Inc. its successors and assigns.**

**Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.**

**Section 3. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.**

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: Being all of that certain parcel of property designated as "Common Open Space" and "Tree Conservation Area" on the plat recorded in Book of Maps 2012 Page 1134 Wake County Registry.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Centennial Land Company, LLC, its successors and assigns, if such successors or assigns should acquire more than one Lot from Declarant for the purpose of Development.

Section 7. "Member" shall mean and refer to every person or entity which holds membership in the Association.

## ARTICLE II

## PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner of a Lot shall have a right of easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a.) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b.) the right of the Association to suspend the voting rights and the right to use the recreational facilities by any owner for any period during which any assessment against his/her Lot shall remain unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c.) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument signed by two thirds of each class of members agreeing to such dedication or transfer has been recorded. Upon dedication of such areas, the Association shall give notice to the Planning Department of the appropriate Municipal authority.

(d.) The right of the Association to limit guests or members;

(e.) The right of the Association, in accordance with its Articles and by-laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said property shall be subordinate to the rights of the homeowners hereunder;

(f.) The right of the individual members to the exclusive use of driveways as provided in this Article;

Section 2. Delegation of Use. Any owner may delegate, in accordance with the by-laws, his/her right of enjoyment to the Common Area and Facilities to the members of his/her family, tenants, or contract purchasers who reside on the Property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, his successors or assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot, except utility easements, and other dedicated easements.

Section 4. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of two parking spaces assigned to said lot, along with driveways and the right of ingress and egress over and upon all public and private right of ways leading to said driveways. No boats, trailers, cars, trucks or other vehicles shall be parked on the right of way of any public or private streets serving the Property, with the exception of short term parking for guests and/or gatherings.

Section 5. TV Antennas. The Association may regulate or prohibit, subject to State and Federal law, the erection of television/satellite antennas on individual Lots.

## ARTICLE III

## MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a). When the total votes outstanding in Class A membership equal the total number of votes outstanding in Class B membership, but provided that the Class B membership shall be reinstated if thereafter and before the time stated in sub-paragraph (b) below, such additional lands are annexed to the properties without the assent of Class A members on account of the Development of such additional lands by the Declarant, all as provided for in Article VII, Section 2, below, or

(b) January 1, 2014.

## ARTICLE IV

## COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

annual assessments or charges, and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees incurred in the collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees incurred in the collection thereof, shall also be the personal obligation of the person or entity who was the owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property and in particular for the acquisition, improvement, and maintenance of the property, services and facilities devoted to this purpose and related to the exterior maintenance of the residences situated upon the Property or for the use and enjoyment of the Common Areas, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public improvements assessed against the Common Area, the procurement and maintenance of insurance in accordance with the by-laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be $1,200.00 per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington D.C.), for the preceding month of July. From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased above that established by the Consumer Price Index (or such index as may succeed the Consumer Price Index) formula by a vote of the members for the next succeeding five years, provided that any such change shall have the assent of two thirds of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to any merger or consolidation under its Articles of Incorporation. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, provided that such assessment shall have the assent of two thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The Declarant shall be entitled to collect on behalf of the Association the sum of $200.00 as a one-time capital contribution from each new member at the time of the first purchase of a Lot from the Declarant. Said capital contributions shall be held in a separate account and

expended by the Declarant on capital improvements to the property for the use and benefit of the members of the Association.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3&4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 above, shall be sent to all members not less than thirty nor more than sixty days in advance of said meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

60% = 17.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the recording of this Declaration. The first annual assessment shall be adjusted to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a certain Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty days after the due date shall bear interest from the due date at a rate of eight percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by noon-use of the common area or abandonment of his/her Lot.

Section 9. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

## ARTICLE V

## PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the improvements upon the property and placed on the dividing line between Lots and all reconstruction or extensions of such walls shall constitute party walls, and, to the extent not inconsistent with the provisions of this article, the general rules of law

regarding party walls, lateral support in below ground construction and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for a larger contribution from the other owners under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. The owner of any Lot may construct, reconstruct or extend a party wall in any direction (subject to and within the limitations or architectural control and other limitations of these covenants) with the right to go upon the adjoining Lot to the extent reasonably necessary to perform such construction or repair. Such work shall be done expeditiously. Upon completion, such owner shall restore the adjoining Lot to as near the same condition which prevailed on it before the commencement of such construction as is reasonably practicable.

Section 5. Weatherproofing. Notwithstanding any other provisions of this Article, an owner who by his/her negligent or willful act or omission causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

Section 6. Right to Contribution Runs With the Land. The right of any owner contribution from any other owner under this article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Certification by Adjoining Property Owners that No contribution is Due. I f any owner desires to sell his/her property, he may, in order to assure a prospective purchaser that no adjoining property owner has a right of contribution as provided in this article, request of the adjoining property owner a certificate that no contribution is due, whereupon it shall be the duty of the adjoining property owner to make such certification immediately upon request and without charge; provided however, that where the adjoining property owner claims a right of contribution, the certificate shall contain a recital of the amount of the amount claimed.

Section 8. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this article, each party shall submit the dispute to binding arbitration according to the rules promulgated by the American Arbitration Association.

## ARTICLE VI

## ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made until

the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structure and topography by the Board of Directors of the Association, or by an Architectural Committee made up of three or more representatives appointed by the board. In the event said board, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this article shall be deemed to have been complied with.

## ARTICLE VII

## ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Annexation of additional property shall require the assent of two thirds of the Class A membership and two thirds of the Class B membership, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty nor more than sixty days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent of the votes of each class of membership shall constitute a quorum. In the event that a quorum is present and adopts an annexation resolution, but said resolution fails to receive the two thirds vote required, then additional members not present may give their written assent to the action taken at the meeting. In such event, the two thirds requirement may consist of those who voted favorably at the meeting in person and by proxy and of those who give written assent to the annexation resolution thereafter.

Section 2. If within twenty (20) years of the date of the incorporation of this Association, the Declarant should develop additional land within the boundaries of the parcel described on Exhibit "A" attached hereto and incorporated herein by reference, such land may be annexed by the Declarant without the consent of members, provided the City of Raleigh or other appropriate local government having jurisdiction, approves said annexation.

## ARTICLE VIII

## EXTERIOR MAINTENANCE

In addition to the maintenance of Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. Further, the owner of any Lot may, at his/her election, plant trees, shrubs flowers and grass in his/her rear yard and shall also maintain his/her rear yard, provided that such maintenance by the owner does not hinder the Association in performing its maintenance of the exterior of the improvements and the remaining yard spaces. No such maintenance by a lot owner shall reduce the assessment payable by him to the Association.

If, in the opinion of the Association, any such owner fails to maintain his/her rear yard in a neat and orderly manner, the Association may revoke the owner's maintenance rights for a period not to exceed one year. The owner shall not plant any vegetation in the front yard except with the prior written approval of the Association.

As a matter of information to future members of this Association, the Declarant wishes to make it known that it is a part of the original plan of development to construct a variety of dwellings with a variety of exteriors for the good of the entire subdivision. Some dwellings will require more maintenance than others because of the types of exterior exposures. Nevertheless, in order to avoid monotony, and to achieve a harmony of design and textures, all of the members of the Association will be benefited by the variety of exteriors and, therefore, the Association should provide exterior maintenance and make a uniform rate of charge without regard to the actual cost of maintenance of each dwelling.

## ARTICLE IX

## USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the visible yard space of each lot and the common areas.

Section 2. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood.

Section 3. Business Use of Townhome Units: Each Townhome Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Townhome Unit or any part of the Property, except that the Owner or Occupant residing in a Townhome Unit may conduct ancillary business activities within the Townhome Unit so long as:

A. The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Townhome Unit;
B. The business activity does not involve visitation of the Townhome Unit by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential Townhome Unit without business activity;
C. The business activity conforms to all zoning requirements of the Property;
D. The business activity does not increase traffic in the Property in excess of what would normally be expected for residential Townhome Units in the Property without business activity (other than by deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);
E. The business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;
F. The business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as determined in Board's discretion; and
G. The business activity does not result in a materially greater use of common element facilities or Association services.

**Section 4. Number of Occupants:** The maximum number of occupants in a Townhome Unit shall be limited to two (2) people per bedroom in the Townhome Unit, (as such bedrooms are depicted on the original plats and plans filed in the Wake County, NC records). "Occupancy," for purposes hereof, shall be defined as staying overnight in a Townhome Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a Townhome Unit on the Effective Date hereof. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 and any amendments thereto.

**Section 5. Outbuildings:** No structure of a temporary character, trailer, tent, shack, carport, garage, barn or other outbuilding shall be erected by any Owner or Occupant on any portion of the Property, other than by Declarant, at any time, either temporarily or permanently.

**Section 6. Use of patios and Decks:** No objects other than potted plants and patio furniture shall be placed on a deck or patio of a Townhome Unit. This prohibition applies to objects such as, but not limited to bicycles, laundry garments and towels. Enclosure of a deck or patio also is prohibited.

**Section 7. Firearms and Pyrotechnics:** The display or discharge of firearms or pyrotechnics on the Property is prohibited; provided, however, that the display of lawful firearms on the Property is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Property to or from the Owner's Townhome Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "pyrotechnics" shall be defined to include those items as listed in NCGS 14-414 as amended.

**Section 8. Animals:** No animals, livestock or poultry of any kind including, but not limited to pothellied pigs, shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes. No venomous snakes, pit bulldogs, rottweilers or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Property at any time. The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Property upon seven (7) days written notice. If the Owner or Occupant fails to do so, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any community member may be removed by the Board without prior notice to the pet's owner.

**Section 9. Heating of Townhomes in Colder Months:** In order to prevent breakage of water pipes during colder months of the year resulting in damage to any portion of the Property, increased Common Expenses, and increased insurance premiums or cancellation of

**insurance policies due to numerous damage claims, the thermostats within the Townhome Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of fifty-five (55) degrees Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two (32) degrees Fahrenheit or below. Owners and Occupants of Townhome Units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. The Board of Directors may fine any Owner or Occupant and/or may cause the water service to the violator's Townhome to be discontinued for violation of this subparagraph, in addition to any other remedies of the Association.**

**Section 10. Unsightly or Unkempt Conditions: The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Townhome Unit.**

**Section 11. Window Treatments: The color of all window treatments visible from outside the Townhome must be white or off-white.**

**Section 12. Pest Control: The Association may but shall not be obligated to dispense chemicals for the extermination of insects and pests within the Townhome Units and Common Elements. In the event the Association chooses to provide such pest control, the Association and its duly authorized contractors, representatives, and agents shall have an easement to enter the Townhome Units. Each Owner shall either provide a key to the Townhome for purpose of such entry or have someone available at such time as are designated by the Board of Directors to allow entry into the Townhome for this purpose. The Association shall not be liable for any illness, damage, or injury caused by the dispensing of these chemicals for this purpose.**

## ARTICLE X

## EASEMENTS

**All of the lots and any common area, shall be subject to such easements for driveways, walkways, parking areas, water and sewer lines, sanitary sewers, storm drainage facilities gas lines, telephone, electric power lines, cable and satellite television facilities and other public utilities as shall be established by the Declarant or his predecessors in title; and the Association shall have the power and authority to grant and establish upon, over, and across the property such further easements as are requisite for the convenient use and enjoyment of the property.**

## ARTICLE XI

## GENERAL PROVISIONS

**Section 1. Enforcement.** The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and subsequent amendments thereto. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of the conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** The covenants and restrictions of this declaration shall run with the land and bind the property for a period of twenty years from the date this declaration is recorded, after which they may be renewed for successive periods of ten years by a majority vote of the members. This Declaration may be amended at any time by an instrument signed by no less than 75% of the Lot owners.

In Witness Whereof, the undersigned, being the Declarant herein, has caused this instrument to be executed this 5th day of September, 2012.

Centennial Land Company, LLC, Declarant

By: T. W. Stephens (seal)
T. Warren Stephens, Member/Manager

State of NC
County of Wake

I, W. Samuel Whitmeyer-Weathers a Notary Public of the County and State aforesaid, certify that T. Warren Stephens Grantor, personally appeared before me this day and voluntarily acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this 5 day of Sept., 2012,

W. Samuel Whitmeyer-Weathers
Notary Public

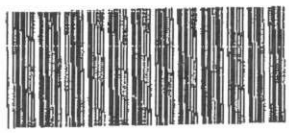
My commission expires: 11/19/14

SEAL-STAMP

W. SAMUEL WHITMEYER-WEATHERS NOTARY PUBLIC WAKE COUNTY, NC

Exhibit "A"

Beginning at a point marked by an existing iron pipe in the Centerline of Lake Raleigh Rd., Raleigh, NC, said point having Grid coordinates NAD 83, taken from BOM 1994-1853, N=735,822.13 and E=2,094,397.05; running thence along a common line with Lot 1 as shown on the map recorded in Book of Maps 2005 Page 782 Wake Co. Registry, N 89 deg. 58 min. 50 sec. W 217.89 feet to an existing iron pipe; running thence along a common line with Lot 4 as shown on the aforementioned map, N 00 deg. 04 min. 17 sec. W 80.98 feet to an existing iron pipe; running thence N 77 deg. 20 min. 43 sec. E 225.45 feet to an existing iron pipe in the centerline of Lake Raleigh Rd.; running thence along the centerline of Lake Raleigh Rd. S 00 deg. 52 min. 13 sec W 130.46 feet to an existing iron pipe, said pipe being the point and place of beginning, all as shown on the survey prepared 12/19/2005 by Larry I. Chasak, PLS, entitled "Property of Warren Stephens and Stacey Stephens".



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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**
_____ # of Time Stamps Needed

**This Document**
_____ New Time Stamp
13 # of Pages 8C

22.004-1/20/06