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Prepared by and mail after recording to Hope Derby Carmichael, P.O. Box 2021, Raleigh, NC 27602

STATE OF NORTH CAROLINA

Wake County, NC 266
Laura H. Riddick, Register of Deeds
Presented & Recorded 02/28/2001 1111151

COUNTY OF WAKE

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR ST. ANDREWS PLANTATION
HOMEOWNERS ASSOCIATION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ST. ANDREWS PLANTATION HOMEOWNERS ASSOCIATION (hereinafter, "Declaration") made this the 13th day of February, 2001 by the Owners of Lots in the St. Andrews Plantation Subdivision as attested by their signatures hereto (hereinafter "Declarants")

W I T N E S S E T H :

WHEREAS, Declarants are the owners the following lots located within the St. Andrews Plantation Subdivision: Lots 2, 6, 7, 1018, 20, 23, 24, 26, and 35, all as shown on Book of Maps 1996, Page 1010; Lots 39, 40 and 46, all as shown on Book of Maps 1995, Page 1307; Lots 47, 48R, 49R, 51 and 53, all as shown on Book of Maps 1998, Page 1105; Lots 61, 62 and 64, all as shown on Book of Maps 1995, Page 1454; and Lots 69, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 85, 86 and 87, all as shown on Book of Maps 1998, Page 1215, and all as recorded in the Wake County Registry; and

WHEREAS, Declarants wish to form the St. Andrews Plantation Homeowners Association and subject their property to the terms and conditions contained herein; and

WHEREAS, following the recordation of this Declaration, there will be incorporated under the laws of the State of North Carolina, as a non-profit corporation, St. Andrews Plantation Homeowners Association; and

WHEREAS, all of the real property subjected hereto is also subject to that certain Declaration of Protective Covenants for St. Andrews Plantation, recorded in Book 6487, Page 563, Wake County Registry, and as amended (hereafter, "the Protective Covenants), and nothing

herein is intended to negate any covenant contained in the Protective Covenants, and to the extent any conflict arises between this Declaration and the Protective Covenants, the Declarants hereby declare that the Protective Covenants shall control;

NOW THEREFORE, Declarants hereby declare that the real property described in Exhibit A, and such additions and annexations thereto, is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration or amendment hereto (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to St. Andrews Plantation Homeowners Association, its successors and assigns.
- (b) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- (c) "Common Area" shall mean and refer to all real property, including private streets and amenities, if any, located thereon owned by the Association for the common use and enjoyment of Members of the Association, including any easement which the Association shall have a responsibility to maintain.
- (d) "Declarant" shall mean and refer to those persons, firms or entities who executed the Declaration and any Declaration of Annexation of additional properties which are subject to the Declaration.

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(e) "Lot" shall mean and refer to any numbered or lettered plot of land, excluding building blocks without common boundary lines, shown on any plot including exact metes and bounds descriptions and recorded in the Office of the Register of Deeds, Wake County, North Carolina, which is subject to the Declaration, as existing or as may be amended.

(f) "Member" shall mean and refer to an "Owner" subject to assessment as provided in this Declaration.

(g) "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 subject to this Declaration, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(h) "Properties" shall mean and refer to that certain real property described in Exhibit A hereto, and any annexation thereto.

(i) "Protective Covenants" shall mean and refer to the Protective Covenants - St. Andrews Plantation as recorded at Book 6487 Page 0563 Wake County Registry.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Made Subject. The Properties described in Exhibit A attached hereto and any annexations or additions are hereby made subject to this Declaration and the Properties shall be owned, used, held, leased, transferred, sold, mortgaged and/or conveyed by Declarants, the Association and each Owner subject to this Declaration and the terms, covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration.

Section 2. Existing Property. The real property which hereby is, and shall be, held, used, transferred, sold, conveyed, and occupied subject to this Declaration is located in Wake County, North Carolina, and is more particularly described in Exhibit A attached hereto.

ARTICLE III

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation by Members: Except as provided in Section 2 of this Article, additional lots may be added and annexed to the Property by a two-thirds (2/3) vote of the Members in favor of annexation at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days in advance of the meeting. For the purpose of such meeting, the presence of members or authorizing proxies entitled to cast forty percent (40%) of the votes of the members, shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called within sixty (60) days thereafter, subject to the notice requirement set forth above, and the required quorum of such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. If a quorum is present and a majority of the votes are cast in favor of the annexation, but the majority is less than the two-thirds (2/3) majority required for approval of the annexation, and it appears that the

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required two-thirds (2/3) may be achieved if the Members not present or voting by proxy assent to the annexation, then and in that event, the Members not present or voting by proxy may assent to or dissent from the proposed annexation in writing within one hundred twenty (120) days following the date of the meeting, at which he is entitled to vote either in favor of or against the annexation. If the number of votes cast at the meeting in favor of the annexation, together with the votes deemed to have been cast by the Members assenting to the annexation, shall constitute the requisite two-thirds (2/3) majority, the annexation shall stand approved.

Section 2. Requirements for Annexation. Annexation shall become effective upon approval of the Members and the filing of a Supplemental Declaration describing the property being annexed in the Wake County Registry.

ARTICLE IV

MEMBERSHIP

Every person or entity which is a record owner of a fee or undivided interest in any Lot which is subject to this Declaration, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE V

VOTING RIGHTS

The Association shall have one class of members, which shall be comprised of all of the owners of lots subject to this Declaration. Each member shall be entitled to one vote for each Lot in which they hold the interest required for membership by ARTICLE IV.

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When more than one person holds such interest in any Lot, all such persons shall be members, and the vote for such Lot, shall be exercised as the majority of such persons among themselves determine; however, in no event may more than one vote be cast with respect to any one Lot. Fractional voting shall be prohibited. At any meeting of the members, a representation by any of such persons that a majority of such persons have agreed as to the vote for such Lot shall be conclusive unless another of such persons contests such representation at such meeting prior to the casting of such vote.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section (a). Creation of the Lien and Personal Obligation of Assessments. The owner of each Lot owned within the St. Andrews Plantation Homeowners Association hereby covenants, and each owner of any Lot and 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 to the Association; (1) annual assessments or charges, and (2) special assessments for extraordinary maintenance and capital improvements. The annual and special assessments, together with interest, late fees, costs, and reasonable attorney's fees for collection, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, late fees and reasonable attorney's fees, shall also be the personal obligation of the person 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.

The Association shall also have the authority, through the Board of Directors to

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establish, fix and levy a special assessment on any Lot to secure the liability of the Owner thereof to the Association arising from breach by such owner of any of the provisions of this Declaration, which breach shall require the expenditure of time and money or both, by the Association for repair or remedy.

Each owner for himself, his heirs, successors and assigns covenants to pay each assessment levied by the Association on the parcel described in such conveyance to him within then ten (10) days after such assessment shall become due, and further covenants that if said charge shall not be paid within thirty (30) days, the amount of such charge shall become a lien upon said Owner's Lot and shall continue to be such lien until fully paid.

Section (b). Purpose of Assessments. The assessments levied by the Association shall be used exclusively to accomplish the maintenance responsibilities for the common areas owned by the St. Andrews Plantation Homeowners Association, including, but not limited to, landscaping, drainage and repairs to common property, and to promote the recreation, health, safety, and welfare of the members of the St. Andrews Plantation Homeowners Association, the employment of counsel, accountants and other professionals for the Association when necessary, and such other needs as may arise.

Section (c). Annual Assessment.

(i) The initial annual assessment to be divided among the members of the St. Andrews Plantation Homeowners Association shall not exceed Twelve Thousand Dollars (\$12,000.00), in an amount to be determined by the Board of Directors for the Association; such total assessment to be divided equally among the members of the Association. Subsequent annual assessments shall be set by the Board of the Association for each year thereafter. The annual assessment as initially established herein may be

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increased by the Board without approval by the membership of the Association by an amount per year not to exceed ten percent (10%) of the amount of the annual assessment of the immediately preceding calendar year.

(ii) Subject to the provisions of this Paragraph, the annual assessment may be increased without limit by the affirmative vote of two-thirds (2/3) of the votes of the member present or represented by proxy at a duly called meeting of the Association at which a quorum is present.

Section (d). Notice and Quorum for Any Action Authorized Under Sections (c).

Written notice of any meeting called for the purpose of increasing the annual assessment beyond the 10% limit by the Board shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the 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 the 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 (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section (e). 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 (f). Date of Commencement of Annual Assessments; Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be

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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 specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of issuance.

Section (e). Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear a late charge of \$10.00 per month for each month the assessment account remains delinquent. Such late fee shall be added to and become a part of the lien of the assessment created herein. 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 bring an action at law against another owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section (h). 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 (or deed of trust) 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 such 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 assessments thereafter becoming due or from the lien thereof."

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ARTICLE VII

USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, amend, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the Properties and Common Areas. Such rules and regulations may provide for imposition of fines or penalties for the violation thereof, or for the violation of any of the covenants and conditions contained in this Declaration. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including attorney's fees.

Section 2. Use of Properties. Each Lot shall be used for residential purposes only. No structure shall be designed or allowed to remain on any Lot except one detached, single Dwelling. Mobile homes, manufactured housing or any factory built modular housing is expressly prohibited on the Properties.

Section 3. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Properties, nor shall anything be done which may be, or may become, a nuisance or annoyance to the neighborhood. No portion of a Lot shall be used for any business, manufacturing or commercial purposes. Each Lot owner shall maintain his or her buildings, improvements, landscaping and grounds in a safe, clean and orderly condition.

Section 4. Animals. No animals, livestock or poultry of any kind 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 and are controlled in accordance with applicable governmental ordinances.

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Section 5. Signs. No sign of any kind shall be displayed to the public view on any Lot except for signs which are allowed by the City of Raleigh Code, and are approved by the Association, and which are for one or more of the following purposes: (i) advertising the Lot for sale or rent, (ii) advertising the building contractor constructing improvements on the Lot during the initial construction and sales period, and (iii) any other purpose approved by the Association, provided however, the foregoing limitations shall not act to restrict or prohibit the Association or any applicable governmental entity from erecting, maintaining, repairing and replacing (and the Association hereby reserves for itself and such governmental entities the right to erect, maintain, repair and replace) on a Lot or on the Common Area, Landscaped Rights-of-Way, Roadway Medians and in any easements reserved or granted for such purposes, signs advertising the Property, the Properties or portions of either, or signs identifying various subdivisions or phases of the project, or regulatory, street and directional signs. Notwithstanding the foregoing, all signs erected and maintained on any Lot must conform with all applicable governmental requirements, and nothing herein shall restrict the erection of required unit identification signs.

Section 6. Leasing. An owner may rent or lease his or her entire dwelling on a Lot, but no portion of a dwelling unit on a Lot shall be rented or leased nor may any other building located on a Lot be rented or leased separately from the dwelling unit. Any lease shall expressly provide that the lease is made subject to this Declaration and that violations of this Declaration are grounds for termination of the lease.

Section 7. Re-subdivision. No Lot shall be re-subdivided except with the written consent of the Board of Directors and the County of Wake, if required by law.

Section 8. Temporary Structures. No structure of a temporary character shall be erected or allowed to remain on any Lot and no tent, shack, garage, barn or other outbuilding

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erected on a Lot shall be used as a residence either permanently or temporarily. Neither shall any trailer, recreational vehicle, motor home, building material or non-operative motor vehicle be stored on any Lot, except as specifically approved by the Board of Directors or the Architectural Committee, as the case may be.

Section 9. All other use restrictions shall be governed and enforced as outlined in the Protective Covenants.

ARTICLE IX

ARCHITECTURAL CONTROL AND INSPECTION

Section 1. General Provisions. No site preparation or initial construction, erection, or installation of any improvements, including, but not limited to, residences, buildings, outbuildings, fences, swimming pools, walls and other structures, shall be undertaken upon the Properties, nor shall any exterior addition, change or alteration therein be made until the plans and specifications therefore, showing the nature, kind, shape, height, color, materials, and plat showing the location of the proposed improvements shall have been submitted to the Association and expressly approved in writing by its Board of Directors, or by an Architectural Committee of not more than three (3) members of the Association to be designated by the Board, with respect conformity and harmony of external design with existing improvements in the development, and as to location of the improvements with respect to topography and finished ground elevation. Only dwellings and other improvements which have been approved in writing by the Board prior to commencing clearing, grading, or construction of any kind on a Lot will be permitted. All improvements shall comply with the plans as presented and as approved, or conditionally approved, unless changes are approved in writing by the Board. In the event the Board fails to approve or disapprove any complete request for approval within sixty (60) days after said plans and specifications have been

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submitted to it, or if no application is submitted, if no suit to enjoin the erection of such improvements or the making of such alterations has been commenced within three (3) months following the completion thereof, such approval will not be required and with this Article will be deemed to have been complied with; provided, however, that the plans and specifications required to be submitted shall not be deemed to have been received by the Association, or Architectural Committee, as the case may be, if they contain inaccurate or erroneous information or fail to present adequate information upon which the Board or Architectural Committee, as the case may be, can arrive at a decision. No member shall be entitled to any compensation for services performed pursuant to this Article. The Board of Directors or Architectural Committee, as the case may be, shall have the right, at its election, but shall not be required to, enter upon any of the Properties during site preparation or construction, erection or installation of any improvements to inspect the work being undertaken, and to determine that such work is being performed in conformity with the approved plans and specifications and in a good and workmanlike manner, utilizing approved methods and good quality materials.

Section 2. General Architectural Standards. No flat roofs will be permitted without the prior written permission of the Board. All drives and walks must be paved with concrete, asphalt or brick. All Lots on which a Dwelling is approved and built shall be landscaped in accordance with landscaping plans approved by the Board. Landscaping must be finished upon completion of a dwelling unless an exception is provided in writing by the Board. Total construction time from the date of final approval of the proposed construction plans to the completion of the dwelling ready for occupancy shall not exceed twelve (12) months. Any structure or facility for providing alternative sources of energy (such as solar, wind or bio-mass) or for television or other signal reception (such as antenna or satellite dish) which is designated as a part of the construction plans

shall be erected and maintained only with the prior written approval of the Board. The written approval of the Board shall also be required prior to erecting, placing or altering mail boxes, permanent signs, newspaper boxes and outdoor lighting upon any Lot.

The Board is authorized to promulgate and adopt such architectural procedures and standards not in conflict with this Amended Declaration, which shall be effective upon resolution of the Board following publication of such proposed procedures and standards to the members.

Refusal or approval of plans, location, exterior color or finish, or specifications may be based by the Board of Directors or Architectural Committee, as the case may be, upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Board Committee, as the case may be, shall seem sufficient.

Section 3. No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

Section 4. Limitation of Liability. Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Board of Directors, the Architectural Committee, the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither the Association, the Architectural Committee, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in

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judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that such person or Owner will not bring any action or suit against the Association, the Architectural Committee, the Board, or the officers, directors, members, employees, and agents of any of them to recover any damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

Section 5. The provisions of this Article are made subject to the provisions of the Protective Covenants. Declarants hereby grant unto the Association the power and authority to enforce the provisions of the Protective Covenants against any Owner subject to this Declaration.

ARTICLE X

EXTERIOR MAINTENANCE

Section 1. Duty to Maintain. It shall be the duty of each Owner to properly maintain his Lot and all improvements constructed on such Lot. Each Owner shall keep his lot free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance.

Section 2. Remedies of Association. If, in the opinion of the Association, the Owner of a Lot shall fail to maintain his Lot owned by him in a manner which is reasonably neat and orderly, or shall fail to keep the improvements constructed thereon in a state of repair so as not to be unsightly, the Association in its discretion, by the affirmative vote of two-thirds (2/3) of the members of the Board of Directors, and following ten (10) days written notice to the Owner, may

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enter upon and make, or cause to be made, repairs to such improvements and perform such maintenance on such Lot as the removal of trash, cutting of grass, pruning of shrubbery, and seeding and correction of items of erosion control. The Association shall have an easement for the purpose of accomplishing the foregoing. All costs incurred by the Association in rendering all such services, plus a service charge of fifteen percent (15%) of such costs, shall be added to and become a part of the assessment to which such Lot is subject.

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 Amended Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction hereby contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses and phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

Section 3. Duration and Amendments. (a) The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by

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the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless the Association approves a change in the covenants and restrictions. The covenants and restrictions of this Declaration may be amended at any time if seventy-five percent (75%) of the vote of the members at a duly called meeting of the Association at which a quorum is present approves the change. Any amendment must be recorded in the Office of the Register of Deeds of Wake County, North Carolina.

(b) The Association retains the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Property or to qualify the Property or any Lots and improvements thereon for mortgage or improvement loans made, insured or guaranteed by a government agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of, the United States Government or the State of North Carolina, regarding purchase or sale in such lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of Property, including, without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration, U.S. Department of Housing and Urban Development, the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requesting or suggesting an amendment necessary to comply with the requirements of such corporation or agency shall be sufficient evidence of the approval of such corporation or agency, provided that the changes made substantially conform to such request.

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or suggestion. No amendment which would change or delete any provision herein required by any governmental authority shall become effective until submitted to and approved by that authority; provided, however, if that authority fails to approve or disapprove such amendment within thirty (30) days after the same has been submitted to it, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

Section 4. Availability of Documents. The Association will have current copies of this Declaration, bylaws, and other rules concerning St. Andrews Plantation Homeowners Association as well as the Association's own books, records and financial statements available for inspection during normal business hours by Owners and by holders, insurers and guarantors of first mortgages that are secured by lots subject to this Amended Declaration.

Section 5. Titles. The titles, headings and captions which have been used throughout this Amended Declaration are for convenience only and are not to be used in construing this Amended Declaration or any part thereof.

Section 6. Number and Gender. Whenever the context of this Declaration requires, the singular shall include the plural and one gender shall include all.

Section 7. No Exemption. No Owner or other party may exempt himself from the coverage hereof or obligations imposed hereby by non-use or abandonment of such Owner's Lot.

Section 8. Conflict Between Protective Covenants, Declaration, Articles of Incorporation and Bylaws. Whenever there exists a conflict between the provisions of this Declaration and the Articles of Incorporation or Bylaws, the provisions of this Declaration shall control, and whenever there is a conflict between the provisions of the Articles of Incorporation and Bylaws, the provisions of the Articles of Incorporation shall control. Whenever there is a conflict between the

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Protective Covenants and the Declaration, Bylaws or Articles of Incorporation, the Protective Covenants shall control.

Section 9. Laws of North Carolina. This Declaration shall be subject to and construed in accordance with the laws of the State of North Carolina and all applicable laws and regulations of the United States of America.

Section 10. Binding Nature. The provisions herein contained shall run with the land and bind the land included in said subdivision and shall inure to the benefit of and be enforceable by the included or their nominees, their heirs, successors, and assigns.

WHEREFORE, the members of Lots being subject to this Declaration have hereunto set their hands and seals the date and year first above written.

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EXHIBIT A

The following real property is made subject to this Declaration:

Lots 2, 6, 7, 1018, 20, 23, 24, 26, and 35, all as shown on Book of Maps 1996, Page 1010, in the Wake County Registry;

Lots 39, 40 and 46, all as shown on Book of Maps 1995, Page 1307, in the Wake County Registry;

Lots 47, 48R, 49R, 51 and 53, all as shown on Book of Maps 1998, Page 1105, in the Wake County Registry;

Lots 61, 62 and 64, all as shown on Book of Maps 1995, Page 1454, in the Wake County Registry;

Lots 69, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 85, 86 and 87, all as shown on Book of Maps 1998, Page 1215, in the Wake County Registry.

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NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, Sheral B. Williams, a notary public of Wake County, North Carolina, certify that ~~Richard G. Gentry~~ personally appeared before me this day, and being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument.

[Signature]
(name of owner) (name of owner)

St. Andrews Plantation
Lot 51, SC A 95-517
8520 HAMPTON CHASE Ct.

[Signature]
(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

Signature of Witness to persons named above



My Commission Expires:

08-27-2005

Witness my hand and official seal, this 30th day of November, 2000, 1998.

Sheral B. Williams
Notary Public

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NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, Elmer Rowland Jr., a notary public of Wake County, North Carolina, certify that John A. Elder, Jr. before me this day, and being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

John A. Elder, Jr.
(name of owner)

John A. Elder, Jr.
3517 KEMBLE RIDGE DR.

Leslie C. Elder
(name of owner)

Leslie C. Elder
ST. ANDREWS PLANTATION
LOT 69, P4 BM 98-1215

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

William D. Tolson
Signature of Witness to persons named above

Witness my hand and official seal, this 16 day of December, 2000



Elmer Rowland Jr.
Notary Public

JAN 7, 2012

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NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

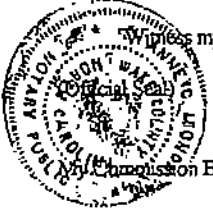
I, Anne C. Monck, a notary public of Wake County, North Carolina, certify that Chad Schwartz personally appeared before me this day, and being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

<u>Dean Viell</u> (name of owner)	<u>Don Viell</u> (name of owner)	3613 Couch Lantern Drive ST. ANTHONY'S PARISH LOT 76, P4 B19B-1215
<u>Erika Viell</u> (name of owner)	<u>Erika Viell</u> (name of owner)	
<u>Chad Schwartz</u> (name of owner)	<u>[Signature]</u> (name of owner)	3605 Kemble Ridge Drive ST. ANTHONY'S PARISH LOT 79, P4 B19B-1215
<u>Michelle Schwartz</u> (name of owner)	<u>Michelle Schwartz</u> (name of owner)	
<u>RICK MOGILSKI</u> (name of owner)	<u>Rick Mogilski</u> (name of owner)	3617 Couch Lantern Dr. ST. ANTHONY'S PARISH LOT 77, P4 B19B-1215
<u>Sharon Mogilski</u> (name of owner)	<u>Sharon Mogilski</u> (name of owner)	

(name of owner) (name of owner)

[Signature]

Signature of Witness to persons named above



Witness my hand and official seal, this 26 day of Jan, 1998. 2001

Anne C. Monck
Notary Public

ANNE C. MONCK
Notary Public, North Carolina
My Commission Expires May 18, 2000

BK008818PG00626

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, Anne C. Monck, a notary public of Wake County, North Carolina, certify that Chris Schwarte personally appeared before me this day, and being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

① Stephen May
(name of owner) (name of owner)

3616 Coach Lantern

② [Signature] [Signature]
(name of owner) (name of owner)

• St. Andrews Plantation
Lot 72, P4 B1998-1215

Gubnate [Signature]
(name of owner) (name of owner)

[Signature] [Signature]
(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

[Signature]
Signature of Witness to persons named above

Witness my hand and official seal, this 26 day of Jan, 1998. [Signature]

(Official Seal)

Anne C. Monck
Notary Public

My Commission Expires: ANNE C. MONCK
Notary Public, North Carolina
My Commission Expires May 18, 2001

BK008818PG00627

10

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, Anne C. Monck, a notary public of Wake County, North Carolina, certify that Chad Schwarz personally appeared before me this day, and being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

Step Billy
(name of owner)

Alene P. Billy
(name of owner)

3601 KEMBLE RIDGE DR.

STEPHEN BILLY
(name of owner)

ALENE P. BILLY
(name of owner)

ST. AUGUSTINE PLUMMER RD

LOT 78, PA BM98-1215

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

Chad Schwarz
Signature of Witness to persons named above

Witness my hand and official seal, this 26 day of Jan., 2001

(Official Seal) Anne C. Monck
Notary Public

My Commission Expires:
ANNE C. MONCK
Notary Public, North Carolina
My Commission Expires May 18, 2003

BK008818PG00628

8

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, Jennifer Batisti, a notary public of Wake County, North Carolina, certify that Kevin Mann personally appeared before me this day, and being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

<u>Michael S. Sams</u> (name of owner)	<u>Paul H. Sams</u> (name of owner)	3312 FALCONHURST DR. ST. ANTHONY PLANTATION LOT 40, SC B 95-1307
<u>Kristen C. Sams</u> (name of owner)	<u>[Signature]</u> (name of owner)	
<u>Robert W. Falana</u> (name of owner)	<u>[Signature]</u> (name of owner)	3101 Falconhurst Dr ST. ANTHONY PLANTATION LOT 62, SC C 95-1454
<u>BARBARA J. Falana</u> (name of owner)	<u>[Signature]</u> (name of owner)	
_____ (name of owner)	_____ (name of owner)	
_____ (name of owner)	_____ (name of owner)	
_____ (name of owner)	_____ (name of owner)	

[Signature]
Signature of Witness to persons named above



Witness my hand and official seal, this 17 day of January, 2001.
Jennifer Batisti
Notary Public

My Commission Expires:
My Commission Expires 7-2-2002

BK008818PG00629

3104

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, Jennifer Batski, a notary public of Wake County, North Carolina, certify that Kevin Bunn, personally appeared before me this day, and being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

CLARENCE L. SMITH JR PAMELA M. SMITH
(name of owner) (name of owner)

ST. ANTHONY'S PARISH
LOT 6A, SC C 95-1454

Clarence Smith Jr Pamela M. Smith
(name of owner) (name of owner)

3104 FALCONHORST DR.

(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

[Signature]

Witness to persons named above



I, Jennifer Batski, in my hand and official seal, this 17 day of January, 2001 1998.
Jennifer Batski
Notary Public

My Commission Expires: 7-2-2002

BK008818PG00630

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, Jennifer Batisti, a notary public of Wake County, North Carolina, certify that KEVIN MANN personally appeared before me this day, and being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

Amy Walsh
(name of owner)

AMY J. WALSH
(name of owner)

St. Anthonys PLUMMATION
Lot 35, SC D 96-1010

James F. Walsh
(name of owner)

JAMES F. WALSH
(name of owner)

3321 Kemper Ridge DR.

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

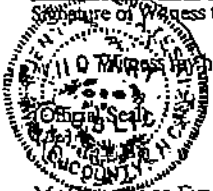
(name of owner)

(name of owner)

(name of owner)

(name of owner)

[Signature]
Signature of Witness to persons named above



Witness my hand and official seal, this 17 day of January, 2001.
Jennifer Batisti
Notary Public

My Commission Expires:

My Commission Expires 7-2-2002.

BK008818PG00631

3163

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, Jennifer Batiski, a notary public of Wake County, North Carolina, certify that KEVIN LANE personally appeared before me this day, and being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

Donald A. Justham Debra L. Justham
(name of owner) (name of owner)

St. Annes Church
Lot 61, SC C 95-1454

Donald A. Justham Debra L. Justham
(name of owner) (name of owner)

3105 FALCONHURST DR.

(name of owner) (name of owner)

(name of owner) (name of owner)

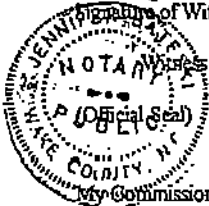
(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

[Signature]

Signature of Witness to persons named above



Witness my hand and official seal, this 17 day of January, 2001 1998.

Jennifer Batiski
Notary Public

My Commission Expires:
My Commission Expires 7-2-2002.

BK008818PG00632

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, Jennifer Bakski, a notary public of Wake County, North Carolina, certify that PHUONG HANG personally appeared before me this day, and being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

TU TRAN
(name of owner)

TU TRAN
(name of owner)

ST. ANTHONY'S PLANTATION
Lot B2, PA B198-1215

NGUYEN HIEN
(name of owner)

NGUYEN HIEN
(name of owner)

3540 KEMBLE ROAD DR.

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

(name of owner)

[Signature]

Signature of Witness to persons named above

Witness my hand and official seal, this 17 day of January, 2011, 1998.



Jennifer Bakski
Notary Public

My Commission Expires:

~~My Commission Expires 7-2-2002~~

BK008818PG00633

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, Jennifer Bateski, a notary public of Wake County, North Carolina, certify that Risvan Mann, personally appeared before me this day, and being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

Robert Belmontelli Robert Belmontelli
(name of owner) (name of owner)

Sherry Belardinelli Sherry A. Belardinelli
(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

St. Andrews Plantation
LOT 492, S-A 48-1105
8512 Hampton Chase Ct.

Signature of Witness to persons named above

In my hand and official seal, this 17 day of January, 2001 1998.



Jennifer Bateski
Notary Public

My Commission Expires 7-2-2002

BK008818PG00634

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, Christine Bateski, a notary public of Wake County, North Carolina, certify that Christine O'Neill personally appeared before me this day, and being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

Christine O'Neill Christine O'Neill
(name of owner) (name of owner)

Kenneth O'Neill Kenneth O'Neill
(name of owner) (name of owner)

8521 Hampton Chase
Ct.
Wake Forest, NC
27587

(name of owner) (name of owner)

(name of owner) (name of owner)

St. Anthonys Plantation
Lot ~~522~~, S-A 98-1105

(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

[Signature]
Signature of Witness to persons named above



Witness my hand and official seal, this 17 day of January, 2001 1998.

Christine Bateski
Notary Public

My Commission Expires: 7-2-2002

BK008818PG00635

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, Andrew C. Martin, a notary public of Wake County, North Carolina, certify that Andrew Clay personally appeared before me this day, and being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

Joseph F. Humphries JOSEPH D. HUMPHRIES
(name of owner) (name of owner)

ST. ANDREW'S PLANTATION
LOT 24, SC D 96-1010

Janet F. Humphries JANET F. HUMPHRIES
(name of owner) (name of owner)

3409 KEMBUR RIDGE DR.

(name of owner) (name of owner)

(name of owner) (name of owner)

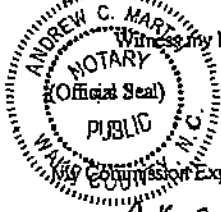
(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

Andrew C. Martin
Signature of Witness to persons named above

Witness my hand and official seal, this 7th day of December, 1998.



Andrew C. Martin
Notary Public

My Commission Expires:
4-6-03

BK008818PG00636

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

Jean H. Houghton a notary public of Wake County, North Carolina, certify that *Mary F. Allen* personally appeared before me this day, and being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

Michael G. Allen *Mary F. Allen*
(name of owner) (name of owner)

Michael G. Allen *Mary F. Allen*
(name of owner) (name of owner)

ST. ANDREWS PLANTATION
LOT 86, PA 13M9B-1215
3524 KEMBLE RIDGE DR.

(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)



Signature of Witness to persons named above

Witness my hand and official seal, this 15th day of Dec 1998.

Jean H. Houghton
Notary Public

My Commission Expires:

10/06/02

BK008818PG00637

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, Anne C. Monck, a notary public of Wake County, North Carolina, certify that Chad Schmitt personally appeared before me this day, and being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

<u>MARK WALDEN</u> (name of owner)	<u>Mark Walden</u> (name of owner)	3604 Kemble Ridge ST. ANDREWS PLANTATION LOT 80, P4 B198-1215
<u>Veronica Walden</u> (name of owner)	<u>Veronica Walden</u> (name of owner)	
<u>KERRY GIBSON</u> (name of owner)	<u>Kerry Gibson</u> (name of owner)	3600 Kemble Ridge Dr. ST. ANDREWS PLANTATION LOT 81, P4 B198-1215
<u>BRANDI GIBSON</u> (name of owner)	<u>Brandi Gibson</u> (name of owner)	
<u>MARILYN MARR</u> (name of owner)	<u>Marilyn Marr</u> (name of owner)	3304 KEMBLE RIDGE ST. ANDREWS PLANTATION LOT 6, SC 0 96-1010
<u>KEVIN MARR</u> (name of owner)	<u>Kevin Marr</u> (name of owner)	

(name of owner) (name of owner)

[Signature]
Signature of Witness to persons named above

Witness my hand and official seal, this 26 day of Jan, 1998 2001

(Official Seal)

Anne C. Monck
Notary Public

My Commission Expires:
ANNE C. MONCK
Notary Public, North Carolina
My Commission Expires 12/31/03

BK008818PG00638

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

I, Jennifer Bateski, a notary public of Wake County, North Carolina, certify that KEVIN HANN personally appeared before me this day, and being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

[Signature] MARK ZIMMERMAN 8513 K...
(name of owner) (name of owner)

[Signature] LOU ANN ZIMMERMAN
(name of owner) (name of owner) ST. ALONEDS PLANTATION

(name of owner) (name of owner) Lot 23, SC D 96-1010

(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

(name of owner) (name of owner)

[Signature]

Signature of Witness to persons named above

Witness my hand and official seal, this 17 day of January, 2001
1998.



Jennifer Bateski
Notary Public

Commission Expires: 7-2-2002

BK008818PG00639

(2)

3604 GCHH LINDEN AVE ST. ANDREWS PLANTATION
(Legal Description of Lot) LOT 74, P4 B1998-1215

RANDY A PEEL
(Name of Owner)

JAMES H. N. TONI
(Name of Owner)

Randy A Peel (SEAL)
(Signature as printed)

JENNIFER N. TONI (SEAL)
(Signature as printed)

3520 Kemble Ridge DR ST. ANDREWS PLANTATION
(Legal Description of Lot) LOT 87, P4 B1998-1215

John Leschak
(Name of Owner)

(Name of Owner)

John Leschak (SEAL)
(Signature as printed)

(Signature as printed)

3217 FALCONHURST DR ST. ANDREWS PLANTATION
(Legal Description of Lot) LOT 47, SC A 95-517

ROGER SIMMONS
(Name of Owner)

(Name of Owner)

Roger Simmons (SEAL)
(Signature as printed)

(Signature as printed)

8509 KAYENTA COURT ST. ANDREWS PLANTATION
(Legal Description of Lot) LOT 24, SC D 96-1010

TOM TARNOWSKI
(Name of Owner)

(Name of Owner)

Tom Tarnowski (SEAL)
(Signature as printed)

(Signature as printed)

I, KEVIN MANN, STATE THAT IN MY PRESENCE THE ABOVE INDIVIDUALS SIGNED THE FOLLOWING INSTRUMENT.

Kevin Mann
WITNESS



Jennifer N. Toni
Notary Public
January 17, 2001

My Commission Expires 7-2-2002.

BK008818PG00640

NORTH CAROLINA

ACKNOWLEDGMENT

WAKE COUNTY

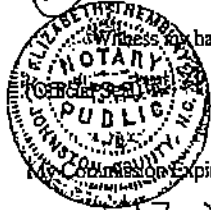
I, Elizabeth Tremblay, a notary public of ^{Johnston} Wake County, North Carolina, certify that Jon L. Wood personally appeared before me this day, and being duly sworn, stated that in his/her presence the following individuals signed the foregoing instrument:

<u>Debra C. Leschak</u> (name of owner)	_____
_____	_____
(name of owner)	(name of owner)
_____	_____
(name of owner)	(name of owner)
_____	_____
(name of owner)	(name of owner)
_____	_____
(name of owner)	(name of owner)
_____	_____
(name of owner)	(name of owner)
_____	_____
(name of owner)	(name of owner)

ST. ANTHONY'S PLANTATION
Lot 87, P4 B498-1215

Jon L. Wood
Signature of Witness to persons named above

Witness my hand and official seal, this 7 day of December, ~~1998~~ 2000



Elizabeth Tremblay
Notary Public

BK008818PG00641

(3)

3609 COACH LANTERN AVENUE ST. ANDREWS PLANTATION
(Legal Description of Lot) LOT 75, P4 BM 98-1215

JERRIE REIMER
(Name of Owner)

[Signature] (SEAL)
(Signature as printed)

Cotton Reimer
(Name of Owner)

Cotton Reimer (SEAL)
(Signature as printed)

3304 KEMBLE RIDGE DR. ST. ANDREWS PLANTATION
(Legal Description of Lot) LOT 7, SC D 96-1010

RONALD F. WISJIA
(Name of Owner)

[Signature] (SEAL)
(Signature as printed)

Judith A. Wisjia
(Name of Owner)

Judith A. Wisjia (SEAL)
(Signature as printed)

330P FALCONHURST DRIVE ST. ANDREWS PLANTATION
(Legal Description of Lot) LOT 39, SC B 95-1307

MILTON KEVIN SHARPE
(Name of Owner)

[Signature] (SEAL)
(Signature as printed)

Christie J Sharpe
(Name of Owner)

Christie J. Sharpe (SEAL)
(Signature as printed)

8508 Hampton Chase Court ST. ANDREWS PLANTATION
(Legal Description of Lot) LOT 40R S-A 98-1105

PHILLIP A. EMER
(Name of Owner)

[Signature] (SEAL)
(Signature as printed)

M. Eileen Emer
(Name of Owner)

[Signature] (SEAL)
(Signature as printed)

I, KEVIN MAHE, STATE THAT IN MY PRESENCE THE ABOVE
INDIVIDUALS SIGNED THE FOLLOWING INSTRUMENT.

[Signature]
WITNESS



Jarvis Batisti
Notary Public
My Commission Expires 7-2-2002
January 17, 2001

BK008818PG00642

(4)

8504 Kayenda Ct ST. ANTHONY'S PLANTATION
LOT 20, SC D 96-1010
(Legal Description of Lot)

Doris K. Quick
(Name of Owner)
[Signature] (SEAL)
(Signature as printed)

Christine E. Quick
(Name of Owner)
[Signature] (SEAL)
(Signature as printed)

8513 Barrett Hall Ln. ST. ANTHONY'S PLANTATION
LOT 32, SC D 96-1010
(Legal Description of Lot)

Thomas E. Vollmer
(Name of Owner)
[Signature] (SEAL)
(Signature as printed)

(Name of Owner)

(SEAL)
(Signature as printed)

(Legal Description of Lot)

(Name of Owner)

(SEAL)
(Signature as printed)

(Name of Owner)

(SEAL)
(Signature as printed)

(Legal Description of Lot)

(Name of Owner)

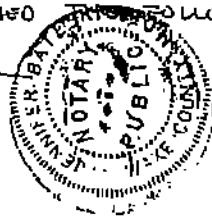
(SEAL)
(Signature as printed)

(Name of Owner)

(SEAL)
(Signature as printed)

I, KEVIN MAUR, STATE THAT IN MY PRESENCE THE ABOVE
INDIVIDUALS SIGNED FOLLOWING INSTRUMENT.

KN
WITNESS



Kevin Maur
Notary Public
January 17, 2001
My Commission Expires 7-2-2002

BK008818PG00643

U
7.

ST. ANDREWS PLANTATION

3612 Coach Lantern Ave Lot 73, P4 BM98-1215
(Legal Description of Lot)

Susan Bergquist
(Name of Owner)

Juanita Bergquist
(Name of Owner)

Susan Bergquist (SEAL)
(Signature as printed)

Juanita Bergquist (SEAL)
(Signature as printed)

3301 FALLONHURST DR. ST. ANDREWS PLANTATION
(Legal Description of Lot) Lot 46, SC B 95-1307

WILLIAM R. KIEG JR.
(Name of Owner)

(Name of Owner)

W.R. Kieg Jr. (SEAL)
(Signature as printed)

(Signature as printed) (SEAL)

3528 KEMBLE RIDGE DR. ST ANDREWS PLANTATION
(Legal Description of Lot) Lot 85, P4 BM98-1215

Peter J. Scianora
(Name of Owner)

MICHELLE M. SCIANORA
(Name of Owner)

Peter J. Scianora (SEAL)
(Signature as printed)

Michelle M. Scianora (SEAL)
(Signature as printed)

3320 KEMBLE RIDGE DR. ST. ANDREWS PLANTATION
(Legal Description of Lot) Lot 10 SC D 96-1010

James O'Hara Parker
(Name of Owner)

James O'Hara Parker
(Name of Owner)

Jacqueline Parker (SEAL)
(Signature as printed)

Jacqueline Parker (SEAL)
(Signature as printed)

I, KEVIN MAHR, STATE THAT IN MY PRESENCE THE ABOVE INDIVIDUALS SIGNED THE FOREGOING INSTRUMENT.

KM
WITNESS



Kevin Mahr
Notary Public
January 17, 2001
My Commission Expires 7-2-2002.

BK008818PG00644

Laura M. Riddick
Register of Deeds
Wake County, NC



Book : 806818 Page : 80682 - 80644

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 5 of Sheral B. Williams Andrew C. Martin
Jean H. Houghtby Carolyn D. Clark
Elizabeth Tremblay Elmer Norman Jr.
Anne C. Harck
Jennifer Bateski

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: P. Anne Reed
Assistant/Deputy Register of Deeds

This Customer Group _____ # of Time Stamps Needed

This Document _____ New Time Stamp
43 # of Pages