

Excise Tax: \$ 386.00 Parcel Identifier # 0416631
Prepared by: Morris, Russell, Eagle & Worley, PLLC
After Recording Mail to: GRANTEE

Brief Description for the Index

Lot 49, Weatherfield Townhomes
Phase 2

The property herein conveyed is not Grantor’s primary residence. (NCGS 105-317.2)

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 1st day of May, 2014, by and between

GRANTOR	GRANTEE
STANDARD PACIFIC OF THE CAROLINAS, LLC, a Delaware limited liability company 6701 Carmel Road, Suite 425 Charlotte, NC 28226	NAIQUN WU and wife, CATHY QING WU whose property address is: 1124 Contessa Drive Cary, NC 27513

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee, as used herein, shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid at and before the delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, conveyed and confirmed and by these presents does grant, bargain, sell, and convey unto the Grantee in fee simple, all that certain tract or parcel of land lying and being in or near the Town of Cary, Wake County, North Carolina, being more particularly described on Exhibit “A” attached hereto and made a part hereof.

The Property hereinabove described was acquired by Grantor by instrument recorded in Book 15355, Page 2608, Wake County Registry.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And Grantor covenants with Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances except for the exceptions hereinafter stated, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Grantee, by acceptance and recordation of this deed, on behalf of Grantee and Grantee's successors, assigns, subsequent owners, heirs, and parties holding any right or interest in the Property ("Subsequent Owners"): (i) accepts and approves this deed and (ii) accepts, covenants, and agrees to be bound by and the beneficiary of all provisions of any declaration(s) of covenants, conditions and restrictions affecting the Property herein conveyed and Grantor's limited warranty delivered to Grantee in connection with this deed ("Limited Warranty"), including without limitation the binding arbitration procedure and the limitation of statutory and common law remedies described in the Limited Warranty. Grantor and Grantee intend that these provisions are covenants that shall run with the Property and be binding upon all Subsequent Owners. Should it be determined that any of these provisions are not covenants that run with the Property, Grantor and Grantee intend that these provisions are equitable servitudes that run with the Property and are binding upon all Subsequent Owners. The rights and benefits of these provisions are personal to Grantor, inuring to the benefit of Grantor and its assigns, and Grantor and Grantee intend that these provisions may be enforced by Grantor against Grantee and Subsequent Owners. Should any of these provisions be held to be unenforceable, all of the other provisions shall remain binding and enforceable. Should any of these provisions be held to not run with the Property, all of the other provisions shall continue to run with the Property. The provisions of the declaration(s) affecting the Property and the Limited Warranty are acknowledged to be reasonable and incorporated in this deed by this reference.

Title to the Property is subject to the following exceptions:

1. Taxes and assessments for the year of closing and subsequent years.
2. Such matters and conditions as would be revealed by a current, accurate physical survey and/or inspection of the subject property.
3. All easements, covenants, conditions, restrictions and other matters of record.
4. All local, county, state or federal governmental laws, ordinances or regulations relative to zoning, subdivision, occupancy, use, construction or development of the subject property.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name this 15 day of May, 2014 and delivered as of the date indicated on the first page of this Deed.

GRANTOR:

STANDARD PACIFIC OF THE CAROLINAS, LLC,
a ~~North Carolina~~ limited liability company
Delaware

By: TJ
Name: Troy George
Title: Division Manager ~~XXXXXX~~ President

STATE OF NORTH CAROLINA

COUNTY OF Johnston

I, Rhonda C. Manion, a Notary Public of the County and State aforesaid certify that the following person(s), either being known to me or proven by satisfactory evidence, personally appeared before me this day on behalf of Standard Pacific of the Carolinas, LLC, a ~~North Carolina~~ ^{Delaware} limited liability company, and acknowledged the due execution of the foregoing instrument on behalf of the company for the purposes stated therein and in the capacity indicated: Troy George, Division Manager ~~XXXXXX~~ President.

Date: 5-15-14

My Commission Expires: 6-19-2015

Rhonda C. Manion
Notary Public

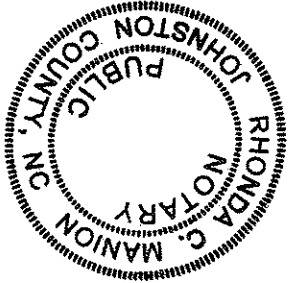


EXHIBIT A
Legal Description

BEING all of Lot 49 as shown on that plat of survey entitled “Weatherfield Townhomes Phase 2, Lots 41 thru 54, Contessa Drive, and Lots 55 thru 67, Davenbury Way, Wake County, Cary Township, North Carolina” dated October 1, 2012, prepared by David L. Gray, Professional Land Surveyor of GPA Professional Land Surveyors and recorded in Book of Maps 2013, Page 885, Wake County Registry, which plat is referenced for a more particular description (the “Property”).

TOGETHER WITH the rights and easements benefitting and appurtenant to the Property set forth in that certain Declaration of Covenants, Conditions and Restrictions for Weatherfield recorded in Book 14392, Page 978, Wake County Registry, as amended and supplemented from time to time, including, but not limited to, a perpetual appurtenant easement for ingress, egress and regress over, across, and upon Solano Drive, Marsena Lane, Contessa Drive and Davenbury Way.