

WAKE COUNTY, NC 517
 LAURA M RIDDICK
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 10/29/2003 AT 14:14:25

BOOK:010518 PAGE:01801 - 01811

Prepared by and return to: Thorp and Clarke, P.A., P. O. Box 670, Fayetteville, NC 28302

NORTH CAROLINA

**DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS
 OF
 WESTBURY**

WAKE COUNTY

THIS DECLARATION ("Declaration") is made this 29 day of October, 2003, by **LOYD BUILDERS, LLC**, a North Carolina limited liability company with its principal place of business in Raleigh, Wake County, North Carolina, ("Owner/Developer" and "Declarant");

RECITALS

NOW, THEREFORE, Declarant and Owner/Developer do hereby publish and declare the real property described on Exhibit "A" attached hereto and the property described in Deed Book 10421, Page 1210, Wake County Registry, and all improvements located thereon are held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the following covenants, conditions, easements, uses, limitations, obligations, and restrictions, all of which are declared and agreed to be in furtherance of a plan for a residential subdivision and shall be deemed to run with the land and shall be a burden and benefit to Declarant and Owner/Developer, their successors and assigns and any person or entity acquiring or owning an interest in the said real estate and improvements, and their grantees, successors, heirs, executors, administrators, devisee and assigns.

**ARTICLE I
 DEFINITIONS**

Section 1.1. "Association" shall mean and refer to Westbury Homeowners Association, Inc., its successors and assigns.

Section 1.2. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3. "Properties" 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 1.4. "Common Area" shall mean all open spaces owned by the Association for the common use and enjoyment of the owners and the landscape easements. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All That area shown as "Common Area" on that certain map of Westbury, recorded in Book of Plats 2003, Page 1899-1901, in the Office of the Register of Deeds of Wake County, North Carolina.

Section 1.5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 1.6. "Owner/Developer" shall mean and refer to LOYD BUILDERS, LLC, its successors and assigns.

Section 1.7. "Declarant" shall mean and refer to LOYD BUILDERS, LLC, its successors and assigns.

Section 1.8. "Executive Board" shall mean and refer to the governing body from time to time of the Association as constituted in accordance with this Declaration, the Articles of Incorporation of the Association, and the By-Laws.

Section 1.9. "Declaration" means any instruments, however denominated, which create a condominium, and any amendments to those instruments.

ARTICLE II PROPERTY RIGHTS

Section 2.1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and shall be preserved to the perpetual benefit of the owners Association, subject to the following provisions:

(a) the right of the Association to suspend the voting rights of an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) 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 to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(c) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

Section 2.2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, 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.

Section 3.2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners of Lots and 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 the allocated votes be cast with respect

to any Lot.

Class B. Class B members shall be the Owner/Developer and Declarant and shall be entitled to thirty (30) votes for each Lot owned. The Class B Membership shall cease and be converted to a Class A membership respectively upon the happening of either of the following events, whichever occurs earlier:

- (a) Neither Declarant and Owner/Developer owns a Lot in Westbury; or
- (b) on December 31, 2040;

Section 3.3 Period of Declarant and/or Owner/Developer Control: The Executive Board shall be appointed by the Declarant and/or Owner/Developer until the earlier to occur of (1) there are no Class B members as hereinabove defined; or (2) December 31, 2040, at which time the Lot Owners shall elect at least three (3) members of the Board, two (2) of whom must be Lot Owners.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 4.1. Creation of the Lien and Personal Obligation of Assessment. The Declarant and Owner/Developer for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges, and
- (b) 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, 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, 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 delinquent assessments shall pass to his successors in title.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvements and maintenance of the Common Area, including, but not limited to maintenance of the entranceway, perimeter fencing and walls, retaining walls, utility expenses, open spaces, landscape buffer area and the landscape easement at the entrance to the subdivision.

Section 4.3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual maximum assessment for Owners of lots shall be \$300.00 per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual maximum assessment may be increased each year not more than ten (10%) percent above the assessments of the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual maximum assessment may be increased above ten (10%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4.4. 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 public and private capital improvement upon the Common Area or as required in accordance with the purpose of the assessments as set forth in Section 4.2 above, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at the meeting duly called for this purpose.

Section 4.5. Taxes and Insurance. The Association shall levy against the Owners equally an amount sufficient to pay the annual cost of liability insurance premiums for such insurance on the Common Area and the amount of ad valorem property taxes and/or special assessments levied by any lawful governmental authority on the Common Area. It shall be the duty of the Association to pay all such premiums and taxes promptly when they shall become due. Upon default by the Owners Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the common areas or assessments for public improvements to the common areas, which default shall continue for a period of six (6) months, each owner of a building site in the development shall become personally obligated to pay to the tax assessing governmental authority a portion of such taxes or assessments in an amount determined by allocating a portion of the total taxes and/or assessments due by a percentage of the tax valuation each office building bears to the total tax valuation. If such sum is not paid by the owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the building site of the then owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law against the owner personally obligated to pay the same or may elect to foreclose the lien against the property of the owner.

Section 4.6. Uniform Rate of Assessment. Both annual and special assessments for all Lots must be collected on an annual basis.

Section 4.7. Date of Commencement of Annual Assessments: Due Dates. The written assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to a bonafide purchaser for value and the recordation of the deed. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against such 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 established by the Board of Directors and the Board of Directors shall have the authority to require the assessments to be paid in pro-rata monthly installments. 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. At the time prescribed for payment of annual dues, members shall be required to submit proof of replacement cost insurance coverage and liability insurance coverage in amount and form acceptable to the Executive Committee.

Section 4.8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) percent per annum. The Association may bring an action at law against the 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 non-use of the Common Area or abandonment of his Lot.

Section 4.9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage 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.

ARTICLE V ARCHITECTURAL CONTROL

Section 5.1. The Declarant shall establish an Architectural Standards Committee (hereinafter referred to as the "Committee") which shall be composed of no less than one (1) and no more than three (3) members. All of the three (3) members shall be appointed or removed at any time and without cause by the Declarant.

Section 5.2. Approval of Plans. No house shall be constructed, shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or substantial change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Standards Committee. The Architectural Standards Committee shall have the unfettered right, in its sole discretion, to approve or disapprove plans for houses to be constructed on the lots in the subdivision.

ARTICLE VI EXTERIOR MAINTENANCE

The Association shall provide for maintenance of the Common Area, including, but not limited to maintenance of the entranceway, perimeter fencing and walls, retaining walls, open spaces, landscape buffer area and the landscape easement at the entrance to the subdivision. The cost of such maintenance, repairs and replacements shall be paid for out of the assessments provided for in Article IV above. In the event an Owner neglects or otherwise refuses to maintain his or her house and other accouterments in a state of repair consistent with the beauty and welfare of the remaining area, including but not limited to painting of the exterior, then and in that event, the Architectural Control Board may effect such maintenance, repairs or replacement, and the cost of such maintenance, repairs and replacements shall be added to and become a part of the assessment to which such Lot is subject pursuant to Article IV.

ARTICLE VII EASEMENTS

Section 7.1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage, or which may obstruct or retard the flow of water.

Section 7.2. The Association acting through its officers, agents, servants, and/or employees shall have the right of unobstructed access at all reasonable times to all properties as may be reasonably necessary to perform the exterior maintenance called for in Article VI of this Declaration.

Section 7.3. Each owner of a Lot, his family, members, guests and invitees and all persons providing services to the Owners of a Lot in this subdivision shall have the right of ingress, egress and regress over and across the private streets in the subdivision.

ARTICLE VIII

Section 8.1. Land Use and Building Type. No Lot shall be used except for residential purposes. Any building erected, altered, placed or permitted to remain on any Lot shall be subject to the provisions of Article V of this Declaration of Covenants, Conditions and Restrictions relating to Architectural Control.

Section 8.2. Building Type. No structure shall be erected, altered, placed or permitted to remain on any single-family building lot other than one detached single-family dwelling not to exceed two and one-half stories in height and an attached private garage for not more than four cars

and other outbuildings incidental to residential use of the Lot. Such outbuildings erected, altered, placed or permitted shall be of the same quality, workmanship and material as the principal dwelling structure, and the will be erected and placed according to Section 8.4 below.

Section 8.3. Minimum Square Footage. No dwelling shall be erected or allowed to remain on any lot which shall contain a heated-area, living space of less than 3,000 square feet, or of which not less than 1,750 square feet shall be on the first or ground floor. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed so as to be capable of being heated for regular living use in cold weather. In the computation of floor space, furnace room areas, garages, and porches shall not be counted; however finished living area over garages shall be included.

Section 8.4. Set Back Requirements. All structures erected on designated lots shall conform to the setbacks as shown on the recorded plat for Westbury as recorded in Plat Book 2003, Page 1899-1901, Wake County, NC Registry.

Section 8.5. Nuisances. No noxious or offensive action shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8.6. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 8.7. Recreational Vehicles. No boat, motor boat, camper, recreational vehicle, trailer or motor home shall be permitted to remain on any Lot for more than seven (7) days unless concealed in a building, garage, or behind fencing or screening approved in writing by the Architectural Committee.

Section 8.8. Animals. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Lot or upon the Common Area, except that the keeping of not more than two (2) orderly domestic pets (dogs or cats) shall be permitted subject to the Rules and Regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten (10) days written notice from the Board of Directors. Such pets shall not be permitted upon the Common Area unless accompanied by an adult and unless carried or leashed. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. No breed of dogs that may be perceived by members of general public as being dangerous or having a propensity for being dangerous, including, but not limited to, pit bulls, rottweilers, dobermans, chows and German shepherds, nor any dog whose lineage includes in part any of said breeds, nor any dog that has at any time bitten a person, nor any dog that has been trained as an attack dog, shall be permitted on the premises.

Section 8.9. Satellite Dishes and Radio Antennas or Towers. No satellite dish antennas, radio tower or antennas of any nature shall be placed or allowed to remain on said property except for satellite dishes measuring no more than 18 inches in diameter, attached to the rear of the dwelling, so long as said satellite dishes are not visible from the street or streets fronting the house.

Section 8.9. Clothes Lines. No outside clothes lines or outside clothes drying structures shall be permitted on the premises.

Section 8.10. Signs. Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any building plot except "For Sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed two (2) square feet in size, shall not extend more than four (4) feet above the surface of the ground, shall be fastened only to a stake in the ground and shall be limited to one (1) sign to a property. The Declarant may enter upon any

building plot and summarily remove and destroy any signs which do not meet the provisions of this paragraph.

Nothing contained in these Covenants, Conditions and Restrictions shall prevent the Declarant or any person designated by the Declarant from erecting or maintaining such commercial and display signs and such temporary dwellings, model house and other structures as the Declarant may deem advisable for development purposes.

Section 8.11. Outdoor Furniture. No furniture generally manufactured as interior furniture or for interior use shall be placed or allowed to remain outside as lawn furniture, nor shall such furniture be placed or allowed to remain outside from any heated space. Such furniture includes, but is not limited to, upholstered furniture or bedding.

Section 8.12. Basketball Goals. No basketball goals of any nature, whether stationary or portable, of regulation size or otherwise, shall be allowed in the street or public right of way. Basketball goals shall be allowed in owners' yards or driveways, provided they are properly maintained in good repair or condition, both aesthetically and structurally, and they must have nets which look new or nearly new. Any permitted basketball goal is subject to approval and control by the Architectural Committee.

Section 8.13. Yard Maintenance. Each owner shall landscape and maintain his yard in a well manicured style, so as to enhance his own as well as his neighbor's homes and lots. Grass should be kept at a reasonably short length, and trees, shrubs and bushes shall be properly pruned and all yards shall be kept free of weeds.

Section 8.14. Trash and Yard Debris. No trash of any kind, whether household or yard debris shall be placed or allowed to remain on said property, except in proper containers provided by a private trash removal company, placed where trash is normally picked up, and may only be placed thereon the evening before the day trash is normally picked up. Each Owner shall promptly remove the trash container from the point of pickup, in no case later than the evening of the day the trash was removed.

Section 8.15. Mailboxes. No mailbox of any type or nature shall be permitted on the premises, other than the black aluminum precast mailboxes such as those initially specified by the Declarant. In the event the mailbox is destroyed, damaged or falls into disrepair, the Owner shall replace the mailbox with one of identical make, type and color.

Section 8.16. Above Ground Pools. No above ground swimming pools of any nature, whether permanent or temporary, shall be allowed or permitted on the premises.

Section 8.17. Junk Vehicles. No automobile or motor vehicle may be dismantled on said property. No mechanically defective automobile or currently unlicensed automobile shall be placed or allowed to remain on said property.

Section 8.18. Fences. No fences other than the fences constructed by the Declarant and Owner/Developer shall be erected upon the Properties except the rear yard may be fenced with a wood or masonry fence not to exceed seven (7) feet in height and subject to the prior approval of the Architectural Committee. The Architectural Committee shall have the unfettered right, in its sole discretion, to approve or disapprove the plans for a fence to be constructed on any lot in this subdivision. No fence shall be erected or allowed to remain upon any numbered lot which is a corner lot closer to the set back (front or side) than the primary dwelling.

Section 8.19. The Declarant and/or Owner/Developer shall have the right, but no obligation, to remove or require the removal of any fence, sign, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any building plot, if the location of the same will, in the sole judgment of the Declarant and/or Owner/Developer, obstruct the vision of a motorist upon any of the access way.

ARTICLE IX INCORPORATION OF APPLICABLE ORDINANCE

Section 9.1. Conflicting Provisions. To the extent the provisions of this Declaration conflict with any applicable provisions of the Wake County Code or North Carolina General Statute, the conflicting provisions of the County Code and/or North Carolina General Statute shall control.

ARTICLE X EMINENT DOMAIN

Section 10.1 Taking of a Lot: If a Lot is acquired by eminent domain, or if any part of a Lot is acquired by eminent domain leaving the lot owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Lot owner for his Lot and his interest in the Common Property, whether or not any common property is acquired. Unless the condemnor acquires the right to use the Owner's interest in the Common Property, the Owner's allocated interests are automatically reallocated to the remaining Lots in proportion to the respective allocated interests of those Lots before the taking, exclusive of the Lot taken and the Association shall promptly prepare, execute, and record, an amendment to the Declaration reflecting the reallocations. Any remnant of a Lot remaining after part of a Lot is taken under this subsection will become part of the Common Property.

Section 10.2 Taking of Part of Common Property: If part of the Common Property is acquired by eminent domain, the portion of the award not payable to the Lot Owners must be paid to the Association.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 11.1. It is understood and agreed, and the present owners and all subsequent Grantees of present owners expressly agree by the acceptance of land within the above described subdivision area that the covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

These restrictive covenants may be amended at any time by Declarants, their successors, heirs and assigns, so long as they own any one lot contained in **WESTBURY**, Book of Plats 2003, Page 1899 ¹⁹⁰¹ Wake County Registry.

Section 11.2. Enforcement. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for the Homeowners Association or the Architectural Committee to enforce these restrictions as agents of the homeowners, or persons owning real property situated in said development for subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate said covenants and either to prevent him or them from so doing or to recover damages or other dues or for such violation.

Section 11.3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 11.4 These restrictive covenants are submitted and executed in accordance with the Wake County Ordinance and Chapter 47A of the North Carolina General Statutes, which are incorporated herein by reference. Where these restrictive covenants are inconsistent with either state law or the County Code, state law or the County Code shall prevail, in that order.

Section 11.5. Invalidity: The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity and; enforceability of the remainder of this Declaration, and in such event, all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 11.6. Waiver: No provisions contained in the Declaration shall, be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 11.7. Captions: The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

Section 11.8. Conflict of Laws: It is the intent of the Declarant herein that this subdivision shall comply with the General Statutes of North Carolina. It is the further intent of the Declarant to comply with the Wake County Code. Where a conflict arises between any provision of these Declarations and the Wake County Code, the provisions of the Wake County Code shall prevail. Where a conflict arises between the provisions of the Wake County Code and the North Carolina General Statutes, the North Carolina General Statutes shall prevail.

IN WITNESS WHEREOF Declarant and Owner/Developer has caused this Declaration to be duly executed and sealed this 29 day of October, 2003.

LOYD BUILDERS, LLC

By: F. Royal Loyd, Jr. (Seal)
F. Royal Loyd, Jr., Member-Manager

By: Frank R. Loyd, III (Seal)
Frank R. Loyd, III, Member-Manager

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Faye A. Page, a Notary Public in and for said County and State, do hereby certify that **F. ROYAL LOYD, JR. and FRANK R. LOYD, III**, personally came before me this day and acknowledged that they are the member-managers of Loyd Builders, LLC, a limited liability company, and that by authority duly given and as the act of the entity, they signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and Notarial Seal, this the 29 day of October

MY COMMISSION EXPIRES:

6 Feb. 2006

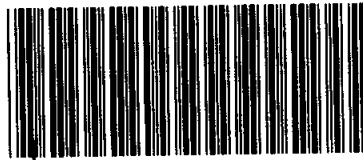
NOTARY PUBLIC



EXHIBIT "A"

Legal description

BEING all of that property more particularly described on plat entitled **WESTBURY** and being duly recorded in Book of Plats 2003, Page 1899-1901, Wake County, NC Registry and the property described in Deed Book 10421, Page 1210, Wake County, NC Registry.



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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

North Carolina – Wake County

The foregoing certificate ___ of _____

Faye A. Page

____ 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: *Janet C. B...*

Assistant/Deputy Register of Deeds

This Customer Group

_____ # of Time Stamps Needed

This Document

_____ New Time Stamp
_____ # of Pages