

WAKE COUNTY, NC 366
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/04/2002 AT 12:30:16

BOOK:009776 PAGE:02516 - 02547

Type Of Instrument: Second Amendment To Declaration For Bedford At Falls River
Prepared By and Hold For: Kenneth L. Eagle (ROD Box 215)

NORTH CAROLINA
WAKE COUNTY

**SECOND AMENDMENT TO DECLARATION
FOR BEDFORD AT FALLS RIVER**

THIS **SECOND AMENDMENT TO DECLARATION FOR BEDFORD AT FALLS RIVER**, referred to hereinafter as the "Second Amendment", is effective this 26th day of November, 2002, and is made by and among Brandywine, L.L.C., a Virginia Limited Liability Company, doing business in North Carolina as Brandywine of Virginia, L.L.C., also referred to herein as the "Declarant", and Bedford Builder Group, LLC, The Drees Company d/b/a The Drees Homes Company, a Kentucky corporation, W & W Partners, Inc., Barrington Homes, Inc., Cityscape Builders, Inc., Impact Design-Build, Inc., Rice Builders Millennium Homes, Inc., Rice Builders Millenium Homes, LLC, Homescape Building Company, Tingen Construction Company, Inc., Upright Builders, Inc., Amward Homes, Inc., Wardson Construction, Inc., The New Fortis Corporation, GMAC Model Home Finance, Inc., Parker Lancaster & Orleans, Inc., WHG, Inc., Woodard Builders, Inc., Houseman Custom Homes, Inc., and McNeill Burbank Homes, LLC, each of which is referred to herein individually and in the Declaration as a "Builder", and collectively are referred to herein as the "Builders";

W I T N E S S E T H:

WHEREAS, a "Declaration For Bedford At Falls River" has been recorded in the Wake County, North Carolina Registry in Book 9366, Page 895, and has been amended by a "First Amendment To Declaration For Bedford At Falls River", recorded in the Wake County, North Carolina Registry in Book 9538, Page 1665, said instruments together being referred to as the "Declaration", the Declaration being incorporated by reference as if fully set out herein;

AND WHEREAS, Declarant and the Builders are the owners of all of the "Properties" subject to the Declaration as described on **Exhibit A** attached hereto and incorporated by reference, except for Lot 291 as shown on a plat recorded in the Wake County, North Carolina Registry in Book of Maps 2002, Pages 437 through 430, said plat being incorporated by reference as if fully set out herein, said Lot having been conveyed by The Drees Company d/b/a The Drees Homes Company, a Kentucky corporation, by deed recorded in the Wake County, North Carolina Registry in Book 9743, Page 1121, said deed being incorporated by reference as if fully set out herein, said Lot being referred to herein as the "Excepted Lot";

(f:\keagle\bedford\dec2am2)

AND WHEREAS, as owners of all of the "Properties" other than the Excepted Lot, under the Declaration the Builders constitute all but one of the Class A Members and have 67% or more of the total number of votes allocated to Class A Members under the Declaration, and the Declarant is the Class B Member, of the Bedford At Falls River Master Association, Inc., referred to hereinafter as the "Association";

AND WHEREAS, Declarant and the Builders desire to amend the Declaration as set forth herein and, as all but one of the members of the Association, have the right and power to do so under Article XIV, Section 2 of the Declaration by the execution of this Second Amendment and recording of same in the Wake County, North Carolina Registry;

AND WHEREAS, by their execution of this Second Amendment, Declarant and the Builders hereby amend the Declaration by written consent;

NOW, THEREFORE, in consideration of the mutual desire of the Declarant and the Builders to amend the Declaration, Declarant and Builders hereby amend the Declaration as follows:

1. In Article I (w), the word "particulars" on the last line thereof is changed to "particular".
2. The first paragraph of Article IV, Section 1 is rewritten to read as follows:

"Except as limited by the provisions of this Section 1, or by other provisions of the Declaration or any Supplemental Declaration or Subdivision Declaration relating to Limited Common Property, or by the rules and regulations adopted by the Members and/or the Board, every Owner shall have a right and easement of enjoyment in, use of and access to, from, and over the Common Property, which right and easement shall be appurtenant to and shall pass with title to every Parcel, subject to the following:"

3. Article VI, Section 17 is rewritten to read as follows:

"Section 17. Additional Assessments for Limited Common Property.

(a) In addition to the assessment for Private Vehicular Access, the Declarant reserves the right, by recording Supplemental Declarations or Subdivision Declarations or other documents, to subject portions of the Properties located in one or more phases, sections or subdivisions in the Properties to provisions requiring the Owners thereof to pay additional annual assessments and special assessments to the Association for the maintenance of, and addition to, Limited Common Property, including any one or more of the following: (i) private streets; (ii) alleys; and (iii) landscaping, signs and decorative features.

(b) All of the provisions of the Declaration relating to annual and special assessments shall apply to the additional annual and special assessments for Limited Common Property, with the following exceptions: (i) the additional assessments with respect to any particular Limited Common

Property are assessed only against those Owners of those portions of the Properties associated with such Limited Common Property; (ii) the initial additional maximum annual assessment and initial additional annual assessment for each Limited Common Property shall be established in the Supplemental Declaration or Subdivision Declaration that creates or establishes that Limited Common Property or, if not established therein, shall be established by the Board; (iii) the actual additional annual and special assessments may vary from phase to phase, section to section or subdivision to subdivision; and (iv) except as otherwise provided in the Declaration, or the Supplemental Declaration or Subdivision Declaration that creates or establishes the Limited Common Property, the additional annual and special assessments for portions of the Properties in any particular phase, section or subdivision of the Properties shall be used exclusively in connection with the Limited Common Property associated with that phase, section or subdivision.”

4. A new Section 19 of Article VI is added as follows:

“Section 19. Private Vehicular Access.

There are Parcels in the Community with respect to which vehicular access to publicly dedicated streets is over, or will be over, property identified as private streets, alleys, private access easements, or otherwise on plats recorded in the Registry (all of the foregoing means of private access being referred to collectively in the Declaration as “Private Vehicular Access”). For example, there are Parcels that adjoin the right of way of Falls River Avenue that will not have direct vehicular access to Falls River Avenue. Such areas of Private Vehicular Access may or may not be located on Common Property or Limited Common Property owned by the Association (for example, part or all of the vehicular access from a Parcel to and from a publicly dedicated street may be over Sub-Association Common Property). At the time of the recording of this Second Amendment, plats previously have been recorded in the Registry identifying areas over which there will be Private Vehicular Access as “Private Alley” and “Private Access” (as part of areas identified as “Open Space & Private Access, Private Utility And Private Drainage Easement” or other similar identification).

It is the purpose of this Section to classify all of such areas of Private Vehicular Access as Limited Common Property, to establish a Limited Common Property annual assessment applicable to the Parcels associated with such Limited Common Property (which is in addition to the annual assessment applicable to such Parcels and all other Parcels in the Community), and to establish the procedures for expending funds collected by the Association for such Limited Common Property, as follows:

a. With and following the recording of this Second Amendment in the Registry, Declarant will identify the various areas of Private Vehicular Access and the Parcels associated therewith from time to time by Supplemental Declarations or other written instruments recorded in the Registry. Initially, Declarant is identifying those areas of Private Vehicular Access described on **Exhibit B** attached hereto and incorporated by reference.

b. There shall be a Limited Common Property annual assessment for Parcels associated with Private Vehicular Access as follows (this Limited Common Property annual assessment being in addition to the annual assessment applicable to such parcels and all other parcels in the Community):

i. The annual assessment for Parcels associated with Private Vehicular Access shall commence beginning with calendar year 2003.

ii. For calendar year 2003, the maximum annual assessments for Parcels associated with Private Vehicular Access are as follows: \$10.00 per Lot.

iii. For calendar year 2003, the annual assessments for Parcels associated with Private Vehicular Access are as follows: \$6.00 per Lot.

c. The Association shall be responsible for maintenance of all Private Vehicular Access on all real property owned by the Association. For purposes of collecting the assessments for such Private Vehicular Access and paying the Limited Common Expenses therefor, all of the Private Vehicular Access on real property owned by the Association shall be treated as one Private Vehicular Access and funds shall be expended as needed for maintenance of the various portions thereof, without regard to the particular section or phase of the Community in which it is located or with which Parcels it is associated. This shall be the procedure with respect to special assessments as well. As it is contemplated that there may be numerous areas of Private Vehicular Access throughout the Community, this procedure is being used in order to simplify the Association's accounting of assessments collected and disbursed for maintenance of the various Private Vehicular Access areas, and this procedure constitutes an exception to the provisions of Article VI, Section 17(b)(i) and (iv).

d. With respect to Private Vehicular Access that is located on real property not owned by the Association, during the Development Period the Declarant shall have the right and authority to determine the amount, if any, and/or the procedure for determining the amount, if any, that the Association will pay for the maintenance thereof. Declarant's determination of such matters may be contained in a Supplemental Declaration or other written instrument, whether or not the same is recorded in the Registry. Following the end of the Development Period, such matters shall be determined by the Board with respect to any such Private Vehicular Access for which Declarant has not made the determination previously.

5. Article XI, Section 6 is rewritten to read as follows:

"Section 6. Restriction on Easements. Notwithstanding anything to the contrary contained in this Article, except for the right of an affected Owner to restore or repair a party wall, no easement granted, reserved or established in the Declaration shall be construed to give Declarant, the Association, the City or any other Person the right to enter any Dwelling or other building located on any Lot."

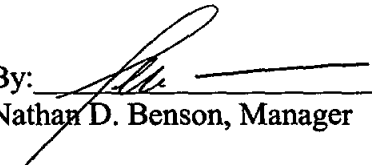
Except as amended by this Second Amendment, the Declaration shall be and remain as originally written and recorded in the Registry. This Second Amendment shall be effective upon its recording in the Registry.

(execution pages follow)

(f:\keagle\bedford\dec2am2)

IN WITNESS WHEREOF, Declarant and each of the undersigned Builders have caused this instrument to be executed in legal and binding form on the dates indicated in the respective acknowledgments of such executions, the last date of which shall be inserted in the first paragraph hereof.

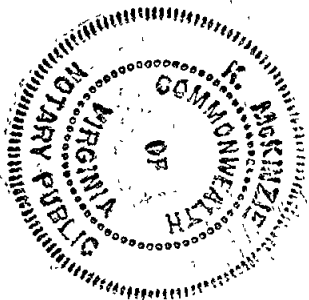
Brandywine, L.L.C., a Virginia Limited Liability
Company, doing business in North Carolina
as Brandywine of Virginia, L.L.C.

By: 
Nathan D. Benson, Manager

State of Virginia, County or City of Virginia Beach

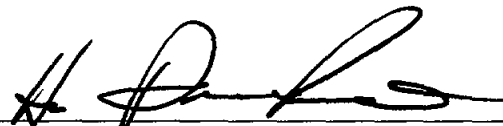
I, K. McKinzie, Notary Public of the County or City
and State aforesaid, certify that Nathan D. Benson, Manager of BRANDYWINE, L.L.C., a Virginia Limited
Liability Company, doing business in North Carolina as BRANDYWINE OF VIRGINIA, L.L.C., personally
appeared before me this day and acknowledged that he is a Manager of said company and that he executed this
instrument on behalf of and as the act of the company by authority duly given.

Witness my hand and official stamp or seal, this 20th day of November, 2002.

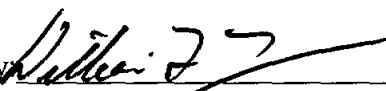


K. McKinzie
Notary Public
My commission expires: My Commission Expires September 30, 2006

Bedford Builder Group, LLC

By: 
H. Dennis Rice, Manager

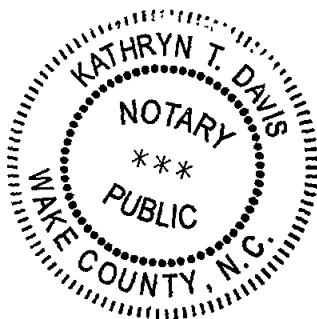
By: 
Richard J. Barrett, Manager

By: 
William F. Tingen, Manager

State of North Carolina, County of Wake

I, Kathryn T Davis, Notary Public of the County or City and State aforesaid, certify that H. Dennis Rice, Richard J. Barrett and William F. Tingen, Managers of Bedford Builder Group, LLC, a North Carolina limited liability company, each personally appeared before me this day and acknowledged that he is a Manager of said company and that he executed this instrument on behalf of and as the act of the company by authority duly given.

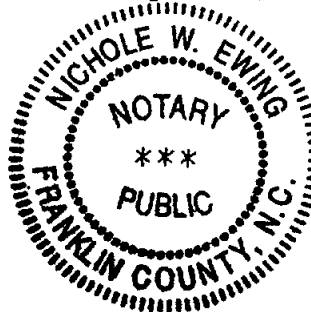
Witness my hand and official stamp or seal, this 14th day of November, 2002.



Kathryn T Davis
Notary Public
My commission expires: May 16, 2006

The Drees Company d/b/a The Drees Homes
Company, a Kentucky corporationBy: [Signature]
Title: Vice PresidentState of North Carolina, County or City of Wake

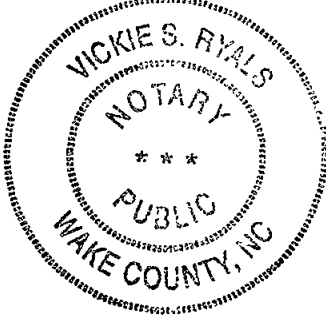
I, Nichole W. Ewing, a Notary Public of the County
or City and State aforesaid, certify that David Hansfeld personally
appeared before me this day and acknowledged that he/she is Vice President of The Drees Company
d/b/a The Drees Homes Company, a Kentucky corporation, and that he/she, as Vice President, being
authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal, this 15th day of November, 2002.Nichole W. Ewing
Notary Public
My Commission Expires: Nov 1, 2005

W & W Partners, Inc.

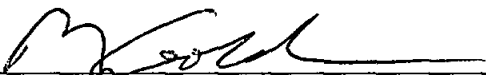
By: B. Kyle Ward
Title: PresState of North Carolina, County of Wake

I, Vickie S Ryals, a Notary Public of the County
or City and State aforesaid, certify that B Kyle Ward personally
appeared before me this day and acknowledged that he/she is _____ President of W & W Partners,
Inc., a North Carolina corporation, and that he/she, as _____ President, being authorized to do so,
executed the foregoing instrument on behalf of the corporation.

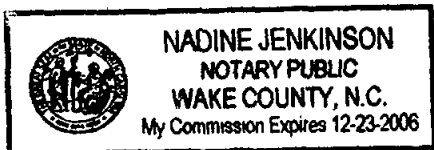
Witness my hand and official stamp or seal, this 18th day of November, 2002.

Vickie S Ryals
Notary Public
My Commission Expires: 5/22/06

Barrington Homes, Inc.

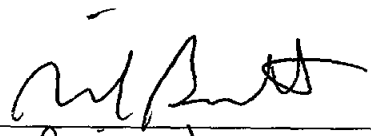
By: 
Title: PresidentState of North Carolina, County of WAKE

I, NADINE JENKINSON, a Notary Public of the County or City and State aforesaid, certify that MICHAEL GOLDER personally appeared before me this day and acknowledged that he/she is _____ President of Barrington Homes, Inc., a North Carolina corporation, and that he/she, as _____ President, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

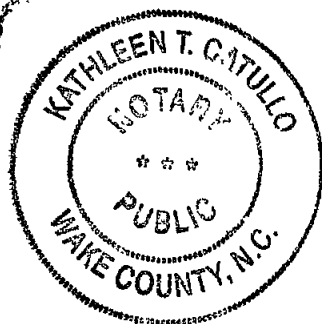
Witness my hand and official stamp or seal, this 11th day of NOVEMBER, 2002.

Nadine Jenkinson
Notary Public
My Commission Expires: 12-23-2006

Cityscape Builders, Inc.

By: Title: PresidentState of North Carolina, County of Wake

I, Kathleen T Catullo, a Notary Public of the County
or City and State aforesaid, certify that Rick Barrett personally
appeared before me this day and acknowledged that he/she is _____
Inc., a North Carolina corporation, and that he/she, as _____
executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal, this 5 day of November, 2002.Kathleen T. Catullo

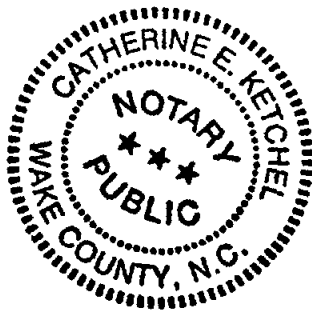
Notary Public

My Commission Expires: 10/08/06

Impact Design-Build, Inc.

By: CE Davidson
Title: PresidentState of North Carolina, County of Wake

I, Catherine E. Ketchel, a Notary Public of the County
or City and State aforesaid, certify that Colen E. Davidson, Jr. personally
appeared before me this day and acknowledged that he/she is _____ President of Impact Design-Build,
Inc., a North Carolina corporation, and that he/she, as _____ President, being authorized to do so,
executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal, this 13th day of November, 2002.

Catherine E. Ketchel
Notary Public
My Commission Expires: 7-14-07

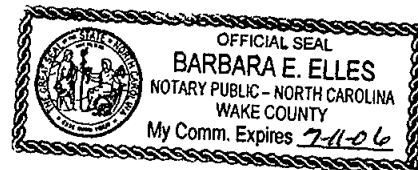
Rice Builders Millennium Homes, Inc.

By: [Signature]
Title: OWNER / MANAGER
PresidentState of North Carolina, County of Wake

I, Barbara E. Elles, a Notary Public of the County
or City and State aforesaid, certify that H. Dennis Rice personally
appeared before me this day and acknowledged that he/she is _____ President of Rice Builders
Millennium Homes, Inc., a North Carolina corporation, and that he/she, as _____ President, being
authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal, this 26th day of November, 2002.

[Signature]
Notary Public
My Commission Expires: 7-11-06



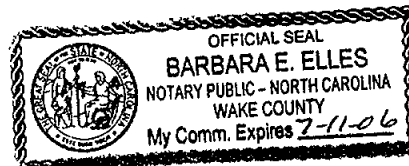
Rice Builders Millennium Homes, LLC

By: [Signature]
Title: Managing MemberState of North Carolina, County of Wake

I, Barbara E. Elles, a Notary Public of the County
or City and State aforesaid, certify that H. Dennis Rice personally
appeared before me this day and acknowledged that he/she is a Managing Member of Rice Builders Millennium
Homes, LLC, a North Carolina limited liability company, and that he/she, as Managing Member, being authorized
to do so, executed the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this 26th day of November, 2002.

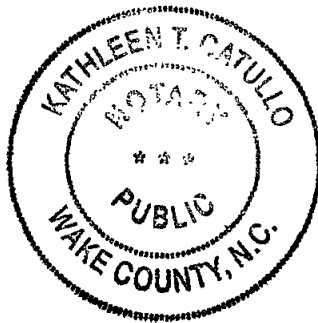
[Signature]
Notary Public
My Commission Expires: 7-11-06



Homescape Building Company

By: Michael J. Ruth
PresidentState of North Carolina, County of Wake

I, Kathleen T Catullo, a Notary Public of the County
or City and State aforesaid, certify that Michael J. Ruth personally
appeared before me this day and acknowledged that he/she is _____
Company, a North Carolina corporation, and that he/she, as _____
so, executed the foregoing instrument on behalf of the corporation.

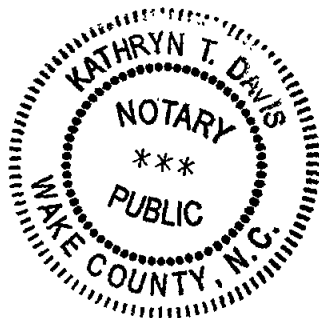
Witness my hand and official stamp or seal, this 5 day of November, 2002.

Kathleen J. Catullo
Notary Public
My Commission Expires: 10/08/06

Tingen Construction Company, Inc.

By: William F Tingen
Vice-PresidentState of North Carolina, County of Wake

I, Kathryn T. Davis, a Notary Public of the County
or City and State aforesaid, certify that William F Tingen personally
appeared before me this day and acknowledged that he/she is Vice President of Tingen Construction
Company, Inc., a North Carolina corporation, and that he/she, as Vice President, being authorized
to do so, executed the foregoing instrument on behalf of the corporation.

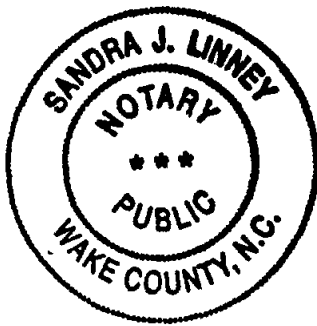
Witness my hand and official stamp or seal, this 14th day of November, 2002.

Kathryn T Davis
Notary Public
My Commission Expires: May 16, 2006

Upright Builders, Inc.

By: S.W. Carroll
PresidentState of North Carolina, County of WAKE

I, SANDRA J. LINNEY, a Notary Public of the County
or City and State aforesaid, certify that S. WESLEY CARROLL personally
appeared before me this day and acknowledged that he/she is — President of Upright Builders,
Inc., a North Carolina corporation, and that he/she, as — President, being authorized to do so,
executed the foregoing instrument on behalf of the corporation.

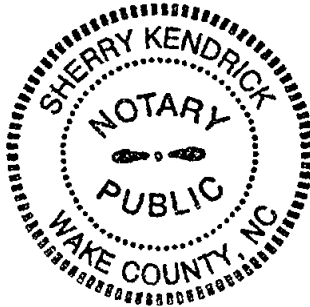
Witness my hand and official stamp or seal, this 12 day of NOVEMBER, 2002.

Sandra J. Linney
Notary Public
My Commission Expires: My Commission Expires 2-20-2007

Amward Homes, Inc.

By: Anthony K. Warcl
PresidentState of North Carolina, County of Wake

I, Sherry Kendrick, a Notary Public of the County
or City and State aforesaid, certify that Anthony K. Warcl personally
appeared before me this day and acknowledged that he/she is vice President of Amward Homes, Inc.,
a North Carolina corporation, and that he/she, as vice President, being authorized to do so, executed
the foregoing instrument on behalf of the corporation.

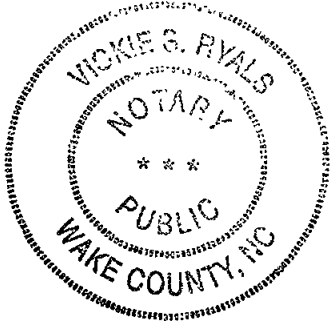
Witness my hand and official stamp or seal, this 15th day of November, 2002.

Sherry Kendrick
Notary Public
My Commission Expires: 12-21-04

Wardson Construction, Inc.

By: B. Kyle Ward
Pres. GenlState of North Carolina, County of Wake

I, Vickie S Ryals, a Notary Public of the County
or City and State aforesaid, certify that B Kyle Ward personally
appeared before me this day and acknowledged that he/she is President of Wardson
Construction, Inc., a North Carolina corporation, and that he/she, as President, being authorized
to do so, executed the foregoing instrument on behalf of the corporation.

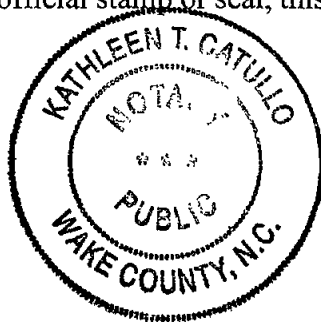
Witness my hand and official stamp or seal, this 18th day of November, 2002.

Vickie S Ryals
Notary Public
My Commission Expires: 5/22/06

The New Fortis Corporation

By: *MMJ T Re*
PresidentState of North Carolina, County of Wake

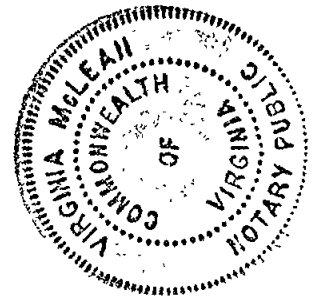
I, Kathleen T Catullo, a Notary Public of the County
or City and State aforesaid, certify that Mike Reiser personally
appeared before me this day and acknowledged that he/she is _____ President of The New Fortis
Corporation, a North Carolina corporation, and that he/she, as _____ President, being authorized to
do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal, this 5 day of November, 2002.Kathleen T. Catullo
Notary Public
My Commission Expires: 10/08/06

GMAC Model Home Finance, Inc.

By: [Signature]
Title: Brian Murray, Vice PresidentState of Virginia, County of Henrico

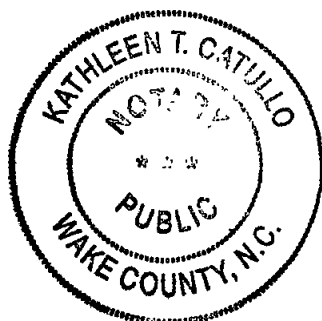
I, Virginia McLean, a Notary Public of the County
or City and State aforesaid, certify that Brian Murray personally
appeared before me this day and acknowledged that he/she is Vice President of GMAC Model Home
Finance, Inc. a Virginia corporation, and that he/she, as Vice President,
being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal, this 11 day of November, 2002.[Signature]
Notary Public
My Commission Expires: 7/31/05

Parker Lancaster & Orleans, Inc.

By: [Signature]
Title: [Signature]State of North Carolina, County of Wake

I, Kathleen T Catullo, a Notary Public of the County
or City and State aforesaid, certify that Jonny Piccola personally
appeared before me this day and acknowledged that he/she is Vice President of Parker Lancaster
Orleans, Inc., a Delaware corporation, and that he/she, as
President, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal, this 5 day of November, 2002.

Kathleen T. Catullo
Notary Public
My Commission Expires: 10/08/06

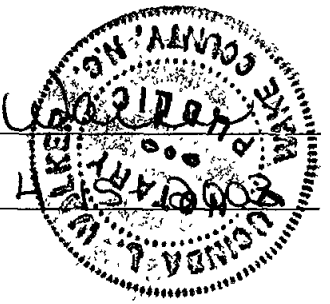
WHG, Inc.

By: Title: PresidentState of North Carolina, County of WAKE

I, Lucinda L. Walker, a Notary Public of the County
or City and State aforesaid, certify that Randolph L. Walker personally
appeared before me this day and acknowledged that he/she is _____
President of WHG, Inc., a North
Carolina corporation, and that he/she, as _____
President, being authorized to do so, executed the
foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal, this 12 day of November, 2002.

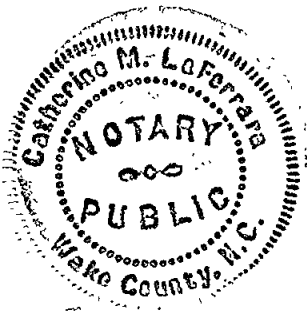
Lucinda L. Walker
Notary Public
My Commission Expires: 4-24-2003



Woodard Builders, Inc.

By: Lewis B. Woodard
Title: Pres.State of North Carolina, County of Wake

I, Catherine M. LaFerrara, a Notary Public of the County or City and State aforesaid, certify that Lewis B. Woodard personally appeared before me this day and acknowledged that he/she is the President of Woodard Builders, Inc., a North Carolina corporation, and that he/she, as the President, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

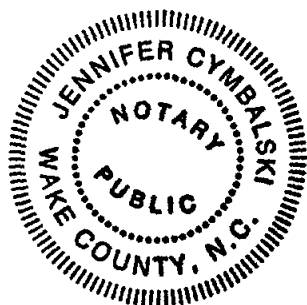
Witness my hand and official stamp or seal, this 12th day of November, 2002.

[Signature]
Notary Public
My Commission Expires: My Commission Expires 12-19-2006

Houseman Custom Homes, Inc.

By: Mike HousemanTitle: PresidentState of North Carolina, County of Wake

I, JENNIFER CYMBALSKI, a Notary Public of the County or City and State aforesaid, certify that MIKE HOUSEMAN personally appeared before me this day and acknowledged that he/she is _____ President of Houseman Custom Homes, Inc., a North Carolina corporation, and that he/she, as _____ President, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

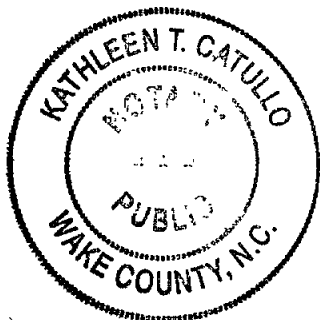
Witness my hand and official stamp or seal, this 11th day of November, 2002.

Jennifer Cymbalski
Notary Public
My Commission Expires: May 12, 2007

McNeill Burbank Homes, LLC

By: 4.10.11
Title: GEN. MGR.State of North Carolina, County of Wake

I, Kathleen T Catullo, a Notary Public of the County
or City and State aforesaid, certify that Al McNeil personally
appeared before me this day and acknowledged that he/she is General Manager of McNeill
Burbank Homes, LLC, a North Carolina limited liability company, and that he/she, as _____,
being authorized to do so, executed the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this 5 day of November, 2002.Kathleen T. Catullo

Notary Public

My Commission Expires: 10/08/06

EXHIBIT A - DESCRIPTION OF THE PROPERTIES

ALL of the Properties are in the City of Raleigh, Wake County, North Carolina, in the Bedford At Falls River Subdivision, and are more particularly described as follows:

I. Declarant owns all of the real property described on **Exhibit A** to the “Declaration For Bedford At Falls River” recorded in the Wake County, North Carolina Registry in Book 9366, Page 895, the Declaration being incorporated by reference as if fully set out herein, except for those Lots that have been conveyed to the Builders as described in II. below.

II. Lots owned by Builders (all Plat Book and Page recording references are to the Wake County, North Carolina Registry):

Builder	Lot No(s).	Plat Book	Page
Bedford Builder Group, LLC	30	2002	381 through 385
The Drees Company d/b/a The Drees Homes Company, a Kentucky corporation	251 through 256	2002	437 through 440
	264 through 290 and 292	2002	437 through 440
W & W Partners, Inc.	90 and 91	2002	795 through 797
Barrington Homes, Inc.	26 and 34	2002	381 through 385
	148, 149, 152 and 169	2002	1301 through 1305
Cityscape Builders, Inc.	27 and 38	2002	381 through 385
	143, 151, 163 and 168	2002	1301 through 1305
Impact Design-Build, Inc.	7, 11, 15, 28, 39	2002	381 through 385
	42, 46, 50, 88	2002	795 through 797
Rice Builders Millennium Homes, Inc.	31 and 35	2002	381 through 385
Rice Builders Millennium Homes, LLC	145, 158, 160 and 161	2002	1301 through 1305
Homescape Building Company	32 and 36	2002	381 through 385
	146, 150, 162 and 166	2002	1301 through 1305

EXHIBIT A CONTINUED

Tingen Construction Company, Inc.	33 and 37	2002	381 through 385
	154, 155, 167 and 170	2002	1301 through 1305
Upright Builders, Inc.	6, 10 and 14	2002	381 through 385
	43, 47, 51, 89	2002	795 through 797
Amward Homes, Inc.	8, 12 and 16	2002	381 through 385
	40, 44, 48, 52	2002	795 through 797
Wardson Construction, Inc.	5, 9, 13, 17	2002	381 through 385
	41, 45, 49, 87	2002	795 through 797
WHG, Inc.	144, 156 and 157	2002	1301 through 1305
Woodard Builders, Inc.	159, 164 and 171	2002	1301 through 1305
Houseman Custom Homes, Inc.	147, 153 and 165	2002	1301 through 1305
The New Fortis Corporation	383 through 386, 415 through 417, 420 through 423 and 433 through 435,	2002	1338 through 1340
	812 through 816 and 820 through 824	2002	1089 through 1091
GMAC Model Home Finance, Inc.	439 and 440	2002	1338 through 1340
Parker Lancaster & Orleans, Inc.	1050 through 1091	2002	1198 through 1201
McNeill Burbank Homes, LLC	709 through 753	2002	1544 through 1546

EXHIBIT B**PRIVATE VEHICULAR ACCESS**

(All recording references are to the Wake County, North Carolina Registry.)

Declarant hereby identifies the following areas of Private Vehicular Access and the associated Parcels therewith:

1. Private Vehicular Access shown as "Open Space & Private Access, Private Utility And Private Drainage Easement", consisting of .07 acres, more or less, and associated Parcels consisting of Lots 4 and 5 as shown on Book of Maps 2002, Page 382.
2. Private Vehicular Access shown as "Open Space & Private Access, Private Utility And Private Drainage Easement", consisting of .20 acres, more or less, and associated Parcels consisting of Lots 6 through 12, inclusive, as shown on Book of Maps 2002, Page 382.
3. Private Vehicular Access shown as "Open Space & Private Access, Private Utility And Private Drainage Easement", consisting of .12 acres, more or less, and associated Parcels consisting of Lots 13 through 17, inclusive, as shown on Book of Maps 2002, Page 383.
4. Private Vehicular Access shown as "Open Space & Private Access, Private Utility And Private Drainage Easement", consisting of .12 acres, more or less, and associated Parcels consisting of Lots 18 through 22, inclusive, as shown on Book of Maps 2002, Page 383.
5. Private Vehicular Access shown as "Open Space & Private Access, Private Utility And Private Drainage Easement", consisting of .24 acres, more or less, and associated Parcels consisting of Lots 23 through 28, inclusive, as shown on Book of Maps 2002, Page 383.
6. Private Vehicular Access shown as "Open Space & Private Access, Private Utility And Private Drainage Easement", consisting of .04 acres, more or less, and associated Parcel consisting of Lot 29, as shown on Book of Maps 2002, Page 384.
7. Private Vehicular Access shown as "Open Space & Private Access, Private Utility And Private Drainage Easement", consisting of .32 acres, more or less, and associated Parcels consisting of Lots 30 through 37, inclusive, as shown on Book of Maps 2002, Page 384.
8. Private Vehicular Access shown as "Open Space & Private Access, Private Utility And Private Drainage Easement", consisting of .07 acres, more or less, and associated Parcels consisting of Lots 38 and 39, as shown on Book of Maps 2002, Page 384.
9. Private Vehicular Access shown as "Open Space & Private Access, Private Utility And Private Drainage Easement", consisting of .08 acres, more or less, and associated Parcels consisting of Lots 244 and 245, as shown on Book of Maps 2002, Page 438.

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EXHIBIT B CONTINUED

10. Private Vehicular Access shown as "Open Space & Private Access, Private Utility And Private Drainage Easement", consisting of .52 acres, more or less, and associated Parcels consisting of Lots 246 through 249, inclusive, as shown on Book of Maps 2002, Page 439.
11. Private Vehicular Access shown as "Open Space" and "Open Space & 20' Private Access, Drainage & Utility Esmt", consisting of .84 acres, more or less, and associated Parcels consisting of Lots 40 through 52, inclusive, as shown on Book of Maps 2002, Page 796.
12. Private Vehicular Access shown as "Open Space & 20' Private Access, Drainage & Utility Esmt", consisting of .33 acres, more or less, and associated Parcels consisting of Lots 79 through 92, inclusive, as shown on Book of Maps 2002, Page 796.
13. Private Vehicular Access shown as "New Open Space & 20' Private Access, Utility And Drainage Esmt", consisting of .39 acres, more or less, and associated Parcels consisting of Lots 53 through 65, inclusive, as shown on Book of Maps 2002, Page 797.
14. Private Vehicular Access shown as "New Private Access, Utility & Drainage Esmt", consisting of .42 acres, more or less, and associated Parcels consisting of Lots 66 through 78, inclusive, as shown on Book of Maps 2002, Page 797.
15. Private Vehicular Access shown as "Open Space & Private Access, Private Utility And Private Drainage Easement", consisting of .55 acres, more or less, and associated Parcels consisting of Lots 341 through 355, inclusive, as shown on Book of Maps 2002, Pages 961 and 962.
16. Private Vehicular Access shown as "Open Space & Private Access, Private Utility And Private Drainage Easement", consisting of .58 acres, more or less, and associated Parcels consisting of Lots 356 through 369, inclusive, as shown on Book of Maps 2002, Page 963.
17. Private Vehicular Access shown as "Open Space & Private Access, Private Utility And Private Drainage Easement", consisting of .35 acres, more or less, and associated Parcels consisting of Lots 370 through 377, inclusive, as shown on Book of Maps 2002, Page 963.
18. Private Vehicular Access consisting of the "Variable Width Private Alley" and associated Parcels consisting of Lots 790 through 796, inclusive, as shown on Book of Maps 2002, Page 1090.
19. Private Vehicular Access shown as "Open Space" and "New Private Access, Private Utility And Private Drainage Easement", consisting of .66 acres, more or less, and associated Parcels consisting of Lots 143 through 145, inclusive, as shown on Book of Maps 2002, Page 1346 (previously recorded in Book of Maps 2002, Page 1302).

EXHIBIT B, CONTINUED

20. Private Vehicular Access shown as "New Open Space & Private Access, Private Utility And Private Drainage Easement", consisting of .11 acres, more or less, and associated Parcel consisting of Lot 148, as shown on Book of Maps 2002, Page 1346 (previously recorded in Book of Maps 2002, Page 1302).
21. Private Vehicular Access shown as "New Open Space & Private Access, Private Utility And Private Drainage Easement", consisting of .33 acres, more or less, and associated Parcels consisting of Lots 149 through 157, inclusive, as shown on Book of Maps 2002, Page 1346 (previously recorded in Book of Maps 2002, Page 1302).
22. Private Vehicular Access shown as "New Open Space & Private Access, Private Utility And Private Drainage Easement", consisting of .47 acres, more or less, and associated Parcels consisting of Lots 158 through 169, inclusive, as shown on Book of Maps 2002, Page 1347 (previously recorded in Book of Maps 2002, Page 1303).
23. Private Vehicular Access shown as "New Open Space & Private Access, Private Utility And Private Drainage Easement", consisting of .26 acres, more or less, and associated Parcels consisting of Lots 170 through 174, inclusive, as shown on Book of Maps 2002, Page 1347 (previously recorded in Book of Maps 2002, Page 1303).
24. Private Vehicular Access shown as "New Open Space & Private Access, Private Utility And Private Drainage Easement", consisting of .14 acres, more or less, and associated Parcels consisting of Lots 175 and 176, as shown on Book of Maps 2002, Page 1347 (previously recorded in Book of Maps 2002, Page 1303).
25. Private Vehicular Access shown as "Open Space" and "New Private Access, Private Utility, Open Space and Private Drainage Easement", consisting of .40 acres, more or less, and associated Parcels consisting of Lots 184 through 189, inclusive, as shown on Book of Maps 2002, Page 1348 (previously recorded in Book of Maps 2002, Page 1304).
26. Private Vehicular Access shown as "New Open Space & Private Access, Private Utility And Private Drainage Easement", consisting of .18 acres, more or less, and associated Parcels consisting of Lots 190 through 193, inclusive, and a small portion of Lot 194, as shown on Book of Maps 2002, Page 1349 (previously recorded in Book of Maps 2002, Page 1305).
27. Private Vehicular Access shown as "Open Space And Private Access Esmt.; Private Driveway Esmt.; Private Utility Esmt.; Private Drainage Esmt.", consisting of .30 acres, more or less, and associated Parcels consisting of Lots 709 through 717, inclusive, and 732 through 740, inclusive, as shown on Book of Maps 2002, Page 1545.
28. Private Vehicular Access shown as "Open Space And Private Access Esmt.; Private Driveway Esmt.; Private Utility Esmt.; Private Drainage Esmt.", consisting of .25 acres, more or less, and associated Parcels consisting of Lots 718 through 731, inclusive, as shown on Book of Maps 2002, Page 1545.

EXHIBIT B, CONTINUED

29. Private Vehicular Access shown as "Open Space" and "Private Access Esmt.; Private Driveway Esmt.; Private Utility Esmt.; Private Drainage Esmt.", consisting of .57 acres, more or less, and associated Parcels consisting of Lots 741 through 750, inclusive, as shown on Book of Maps 2002, Page 1545.
30. Private Vehicular Access shown as "Open Space" and "Private Access Esmt.; Private Driveway Esmt.; Private Utility Esmt.; Private Drainage Esmt.", consisting of .08 acres, more or less, and associated Parcels consisting of Lots 751 through 753, inclusive, as shown on Book of Maps 2002, Page 1545.
31. Private Vehicular Access shown as "Open Space And 20' Private Access, Private Drainage & Private Utility Easement", consisting of .18 acres, more or less, and associated Parcels consisting of Lots 1130 through 1138, inclusive, as shown on Book of Maps 2002, Page 1709.
32. Private Vehicular Access shown as "Open Space And 20' Private Access, Private Drainage & Private Utility Easement", consisting of .21 acres, more or less, and associated Parcels consisting of Lots 1152 through 1172, inclusive, as shown on Book of Maps 2002, Page 1709.
33. Private Vehicular Access shown as "Open Space And 20' Private Access, Private Drainage & Private Utility Easement", consisting of .25 acres, more or less, and associated Parcels consisting of a small portion of Lot 1174, and Lots 1175 through 1184, inclusive, as shown on Book of Maps 2002, Page 1709.
34. Private Vehicular Access shown as "Open Space And 20' Private Access, Private Drainage & Private Utility Easement", consisting of .14 acres, more or less, and associated Parcels consisting of Lots 1139 through 1145, inclusive, as shown on Book of Maps 2002, Page 1710.
35. Private Vehicular Access shown as "Open Space Lot" and "Open Space And 20' Private Access, Private Drainage & Private Utility Easement", consisting of 1.04 acres, more or less, and associated Parcels consisting of Lots 1146 through 1151, inclusive, and 1185 through 1192, inclusive, as shown on Book of Maps 2002, Page 1710.

NOTES:

1. Some of the Private Vehicular Access areas described in this Exhibit B also may serve Lots or proposed Lots that are not listed in this Exhibit B. Accordingly, Declarant reserves the right to designate such Lots as associated Parcels by instruments subsequently recorded in the Wake County, North Carolina Registry.
2. Declarant recognizes that some of the Lots listed on this Exhibit B as associated Parcels may, in fact, have been incorrectly designated, either as a result of clerical error, or because such Lots have or will have direct driveway access to a public street right of way. Accordingly, Declarant reserves the right to withdraw such incorrectly designated Lots as associated Parcels by instruments subsequently recorded in the Wake County, North Carolina Registry.

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 009776 Page : 02516 - 02547

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 Jennifer Cymbalaki
K. McKinzie, Kathryn T. Davis, Michael W. Ewing,
Victor S. Ryals, Nadine Jamison, Kathleen T. Catallo
Catherine E. Ketchel, Barbara E. Eller, Sandra J. Liang,
Sherry Kendaich, Virginia McLeah, Lucinda L. Walker, Catherine M. LaFuma
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: Murray M. Parker
Assistant/Deputy Register of Deeds

This Customer Group

_____ # of Time Stamps Needed

This Document

_____ New Time Stamp
32 # of Pages