



FOR REGISTRATION REGISTER OF DEEDS
Willie L. Covington
DURHAM COUNTY, NC
2011 MAR 30 11:10:38 AM
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INSTRUMENT # 2011009280

Prepared by and return to Leigh Vancil,; P.O. Box 51579; Durham, NC 27717-1579

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF BLENHEIM WOODS**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BLENHEIM WOODS (this "Amendment") is made as of March 16, 2011, by GEORGE KING ROAD ASSOCIATES, LLC, a North Carolina limited liability company ("**Developer**"), and the various Lot Owners that are parties hereto ("**Lot Owners**").

WITNESSETH:

WHEREAS, Developer owned certain property described in Book 5637, Page 514, Durham County Registry (the "Property")

WHEREAS, Developer and the City of Durham (the "City") entered into that certain Stormwater Facility Agreement and Covenant, dated November 6, 2007, and recorded at Book 5822, page 654, Durham County Registry (the "**Original Stormwater Agreement**"), pursuant to which Developer agreed to construct certain stormwater control facilities described therein (the "**Stormwater Facilities**") upon the Property and thereafter inspect, maintain and repair the Stormwater Facilities;

WHEREAS, prior to selling and conveying lots out of the Property, Developer caused that certain Declaration of Covenants, Conditions and Restrictions of Blenheim Woods to be recorded upon the Property at Book 6015, Page 6, Durham County Registry (the "**Declaration**");

WHEREAS, to further the objectives set forth in the Declaration, Developer established and organized the Blenheim Woods Community Association (the "**Association**") to which Developer intended to delegate the power of maintaining, operating and managing Common Areas (as defined in the Declaration);

WHEREAS, pursuant to the terms of the Original Stormwater Agreement, Developer, to secure its obligations thereunder, delivered bonds to the City for the benefit of the City in the amount of \$46,641;

WHEREAS, pursuant to the terms of the Declaration, the Association has collected the amount of \$835.00 at each sale of a Lot by Developer and deposited such sum into a Reimbursement Fund, the total of which is equal to or greater than the value of all of the Stormwater Bonds; and

WHEREAS, Developer has deeded the fee simple title to the Common Areas, including the parcels of land on which the Stormwater Facilities are located, to the Association pursuant to that Special Warranty Deed, dated March 11, 2011, and recorded at Book 6685, Page 18, Durham County Registry;

WHEREAS, the Association has agreed to assume Developer's obligations to inspect, maintain and repair the Stormwater Facilities;

WHEREAS, the City has agreed to the Association's assumption of such obligations provided that the Association and Developer enter into a Supplemental Stormwater Facility Agreement and Partial Release with the City (the "**Supplemental Stormwater Agreement**"), and provided further that the Declaration is amended to reflect the terms of the Supplemental Stormwater Agreement;

WHEREAS, as security for the performance of its obligations to reconstruct the Stormwater Facilities, the City has required that the Association deposit \$54,385 (the "**Stormwater Security Deposit**") with the City, which Stormwater Security Deposit shall consist of proceeds from the Reimbursement Fund in the amount of \$46,700, proceeds from assessments against the Lots (including the Lots owned by Developer) in the amount of \$4,787.50, and a contribution from Developer in the amount of \$2,897.50; and

WHEREAS, the City has agreed to cancel the Bonds upon (i) receipt of the Stormwater Security Deposit, (ii) the execution, delivery and recordation of this Amendment by the parties hereto and (ii) the execution, delivery and recordation of the Supplemental Stormwater Agreement.

NOW, THEREFORE, Developer and the Lot Owners party hereto, constituting at least sixty-seven percent (67%) of the total vote of the Association, hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference.
2. Amendment to Article 7 of the Declaration. Article 7 of the Declaration is amended by deleting paragraph C on page 7 (but not paragraphs 1-4) and by adding after paragraph G thereof the following paragraphs H and I:

H. Developer has constructed certain Stormwater Facilities as more particularly shown on Plat Book 184, Page 75, 77 and 79, Durham County Registry (the "Stormwater Facilities"), which Stormwater Facilities are located within and are part of the Common Areas. The Association's obligations to maintain, inspect, repair, replace and reconstruct the Stormwater Facilities (the "Stormwater Obligations") shall be set forth in that certain Supplemental Stormwater Facility Agreement and Partial Release among Developer, the Association and the City of Durham to be recorded on or about the date hereof in the Durham County Registry (the "Supplemental Stormwater Facility Agreement"). The Board of Directors shall have the power and authority to execute and deliver the Supplemental Stormwater Facility Agreement, on such terms as the Directors in their sole discretion may approve.

The Association shall repair and/or reconstruct the Stormwater Facilities as it determines is necessary, and additionally as may be directed by the City, to allow the Stormwater Facilities to function for their intended purpose and to its design capacity.

The Association shall perform or cause to be performed all of the Stormwater Obligations as set forth in the Supplemental Stormwater Facility Agreement.

To ensure that the Association's Stormwater Obligations are fully performed, the Association shall establish in its annual budget a line item for the cost of annual inspections, maintenance and routine repairs of the Stormwater Facilities (collectively "Stormwater Inspection and Maintenance") and a separate line item for the reconstruction, major repair and replacement of Stormwater Facilities ("Stormwater Major Reconstruction"). The Association shall establish and maintain a reserve fund for Stormwater Major Reconstruction (the "Stormwater Major Reconstruction Fund"). The Stormwater Major Reconstruction Fund shall not be commingled with other Association funds and shall be held at all times in an FDIC insured account until withdrawn by the Association to pay for the costs of Stormwater Major Reconstruction. Funds from the Stormwater Major Reconstruction Fund may only be withdrawn with the signatures of two officers of the Association and upon satisfaction of the conditions set forth in Section 3(j) of the Supplemental Stormwater Facility Agreement. Funds allocated and collected for the costs of Stormwater Inspection and Maintenance (the "Inspection and Maintenance Fund") may be maintained as part of the Association's general account.

On or before the thirtieth (30th) day following the recording the First Amendment to this Declaration, the Association shall deposit from cash on hand \$2,003.31 into the Stormwater Major Reconstruction Fund. Beginning with this base level of funding, the Association, in establishing the annual budget thereafter, shall increase the amount of the line item in the annual budget for Stormwater Major Reconstruction Fund by at least three percent (3%) over the amount for such line item established in the immediately preceding prior year. By way of example, the line item in the 2012 annual budget for the Stormwater Major Reconstruction Fund shall be $\$2,003.31 \times 103\%$ or \$2,063.41.

On or before the thirtieth (30th) day following the recording the First Amendment to this Declaration, the Association shall also allocate from cash on hand \$8,480.26 for the Inspection and Maintenance Fund. Beginning with this base level of funding, the Association shall increase the amount of the Stormwater Inspection and Maintenance Fund by three percent (3%) each year over the amount established for such fund in the immediately preceding year. In establishing the line item for the Stormwater Inspection and Maintenance Fund in each year's annual budget, the Association may carry over any amounts remaining in the Stormwater Inspection and Maintenance Fund at the end of the immediately preceding year. By way of example, if at the end of 2011, \$3,000 remains in the Stormwater Inspection Maintenance Fund, then the line item for the Stormwater Inspection and Maintenance Fund in the 2012 annual budget shall be $(\$8,480.26 \times 103\%) - \$3,000$ or \$5,734.67.

Notwithstanding the foregoing, the Association shall establish such greater increases in the Stormwater Major Reconstruction Fund and the Stormwater Inspection and Maintenance Fund as the Director of the City's Department of Public Works (or the Director of a successor department to the City's Department of Public Works or the person to whom the Director's duties have been delegated pursuant to legal obligations and standards set forth in the City ordinances and written guidelines and/or handbooks) deems reasonably necessary to provide for adequate Stormwater Inspection and Maintenance and to maintain an adequate Stormwater Major Reconstruction Fund. The Association may establish greater increases in such line items in its discretion.

I. No Owner may waive or otherwise exempt himself from liability for the Assessments provided for in this Declaration. No setoff, diminution, or abatement of any Assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action, any inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association or any action taken by the Association to comply with any law, ordinance, order or directive of any municipal or other governmental authority. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner and is not subject to setoff.

3. Amendment to Article 8. Article 8 of the Declaration is amended by deleting the second sentence thereof and by substituting in lieu thereof the following:

The purpose for which special assessments may be levied include, but are not limited to, providing funds to pay extraordinary Community Expenses which exceed the general assessments on hand to pay same, including any costs incurred for Stormwater Major Reconstruction and Stormwater Inspection and Maintenance, and providing a contingency fund for payment of special improvements and extraordinary expenses.

4. Amendment to Article 17. Article 17 of the Declaration is amended by deleting it in its entirety and by substituting in lieu thereof the following:

A. The covenants and restrictions contained in this Declaration shall run with and bind the land for a period of thirty (30) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of (1) year unless a written instrument reflecting disapproval signed by the then Owners having at least sixty-seven percent (67%) of the total votes of the Association is signed and recorded prior to the beginning of a one (1) year extension period. The covenants and restrictions contained herein shall inure to the benefit of and be enforceable by the Association, the Developer or the Owner of any land subject hereto, their respective legal representative, heirs, successors and assigns.

B. The Association shall have the right to amend this Declaration unilaterally without the joinder or approval of any Owner as may be necessary to correct manifest errors herein and to conform this Declaration to the requirements of the Act, any judicial determination, and any governmental statute, rule, regulation or guideline, including, without limitation any requirements or guidelines of the City of Durham relating to the Stormwater Facilities or any regulation or guideline of any government or governmental agency regulating mortgages. Except for amendments by the Association as authorized by the Act or hereunder, this Declaration may be amended by affirmative vote or written agreement signed by Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated; provided, however, that no amendment shall diminish any obligation to pay Common Expenses to benefit the Common Areas or detrimentally affect any lien for the payment of same or materially adversely affect the title to any Lot without the consent of the affected Owner.

C. If any amendment to these covenants, conditions and restrictions is so approved, each such amendment approved shall be delivered to the Board of Directors of the Association. Thereupon, the Board of Directors shall within thirty (30) days, do the following;

(i) Reasonably assure itself that the amendment has been validly approved by the required number of Owners (For this purpose, the Board may rely on its roster of Members and shall not be required to cause any title to be examined);

(ii) Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed. The following form of certification is suggested:

CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BLENHEIM
WOODS

By authority of its Board of Directors, Blenheim Woods Community Association (the "Association") hereby certifies that the foregoing instrument has been duly approved by the owners of _____ percent of the votes of the members of the Association, and is, therefore, a valid amendment to the existing covenants, conditions and restrictions of Blenheim Woods.

This the ____ day of _____.

BLENHEIM WOODS COMMUNITY ASSOCIATION

By: _____

Print Name: _____

Title: _____

(iii) Immediately and within said thirty (30) day period cause the amendment to be recorded in the Durham County Registry.

D. All amendments shall be effective from the date of their recordation in the Durham County Registry.

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

5. Amendment to Article 19. Article 19 of the Declaration is amended by adding the following immediately after subparagraph (e).

Notwithstanding anything to the contrary contained herein, the Association shall not be dissolved or terminated until fee simple title to the Stormwater Facilities has been transferred to a person or entity that has entered into a written agreement with the City pursuant to which such person or entity agrees to inspect, maintain, repair and reconstruct the Stormwater Facilities in accordance with terms reasonably acceptable to the City.

6. Addition of Article 23. The Declaration is amended by adding the following immediately after Article 22:

ARTICLE 23
CONFLICTING LAWS

In the event of a conflict between this Declaration and an applicable municipal, state or federal law, rule, regulation or ordinance, the applicable law, rule, regulation or ordinance shall control.

7. Stormwater Security Deposit. By their execution below, each Lot Owner and Developer agree that the Stormwater Security Deposit required by the City as security for the reconstruction of the Stormwater Facilities shall be paid as follows: (a) by the Association's depositing with the City all proceeds in the Reimbursement Fund (being \$46,700), (b) by the Association's collecting an assessment from each Lot in the amount of \$135.00 (the "Assessment"), which Assessment has been assessed against each Lot by the Board of Directors to pay, in part, the Stormwater Security Deposit and to increase the Association's general reserves, and (c) by Developer's contributing \$2,897.50 (in addition to the Assessments that it shall pay as a Lot Owner) hereunder.

8. Miscellaneous. Defined, capitalized terms as used herein shall have the same meanings ascribed to them in the Declaration unless expressly set forth herein. Except as herein specifically amended and supplemented, all provisions of the Declaration shall remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, Developer has caused this instrument to be executed the day and year first above written.

GEORGE KING ROAD ASSOCIATES, LLC,
as Developer and Lot Owner of Lots 1, 16, 44, 46, 48, 52
and 53

By: East West Partners Management Company, Inc.,
as Manager

By: [Signature] (SEAL)
Print Name: D. Rochelle
Title: V.P.

STATE OF NORTH CAROLINA
COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Jennis Rochelle
[insert name(s) of person(s) in blank]

Date: 3/15/11

[Signature]
Notary Public

[Official Seal]

Print Name: MARY ELIZABETH BOENIG
My commission expires: 2/15/16

East West Partners Management
1450 Environ Way
Chapel Hill, NC 27517

Mary Elizabeth Boening
Notary Public
Durham County
North Carolina
My Commission Expires 2/15/2016

LOT OWNER:

Patrick Freeland (Seal)
Patrick Freeland

Address: 303 Kinsale Drive, Chapel Hill, NC 27517

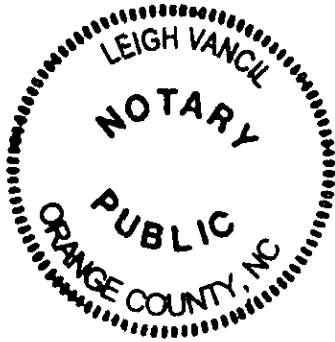
STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Patrick Freeland**

Date: March 27, 2011

[Official Seal]



Leigh Vancil
Notary Public

Print Name: Leigh Vancil

My commission expires: 9/14/15

LOT OWNER:

Kathleen A. Havlin (Seal)
Kathleen A. Havlin

Address: 215 Kinsale Drive, Chapel Hill, NC 27517

STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Kathleen A. Havlin**

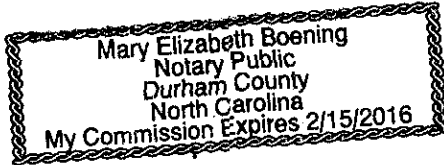
Date: 3/15/11

[Official Seal]

Mary Elizabeth Boening
Notary Public

Print Name: MARY ELIZABETH BOENING

My commission expires: 2/15/14



LOT OWNER:

Nicole J. Robertson (Seal)
Nicole J. Robertson

Address: 213 Kinsale Drive, Chapel Hill, NC 27517

STATE OF NORTH CAROLINA

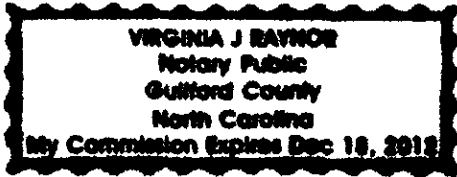
COUNTY OF Orange

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Nicole J. Robertson**

Date: 3/7/11

Virginia J. Raynor
Notary Public

[Official Seal]



Print Name: Virginia J Raynor

My commission expires: 12/18/12

LOT OWNERS:

William C. Hamlett (Seal)
William C. Hamlett

Martha D. Hamlett (Seal)
Martha D. Hamlett

Address: 211 Kinsale Drive, Chapel Hill, NC 27517

STATE OF NORTH CAROLINA

COUNTY OF *Durham*

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **William C. Hamlett**

Date: *3/23/11*



Sheryl E. Johnson
Notary Public

Print Name: *Sheryl E. Johnson*

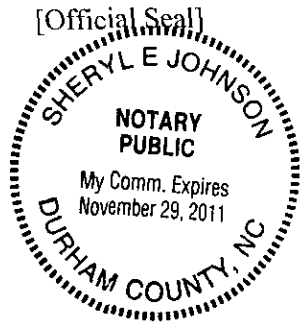
My commission expires: *NOV 29, 2011*

STATE OF NORTH CAROLINA

COUNTY OF *Durham*

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Martha D. Hamlett**

Date: *3/23/11*



Sheryl E. Johnson
Notary Public

Print Name: *Sheryl E. Johnson*

My commission expires: *NOV 29, 2011*

LOT OWNER:

Sylvia G. Leaver (Seal)
Sylvia G. Leaver

Address: 209 Kinsale Drive, Chapel Hill, NC 27517

STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Sylvia G. Leaver**

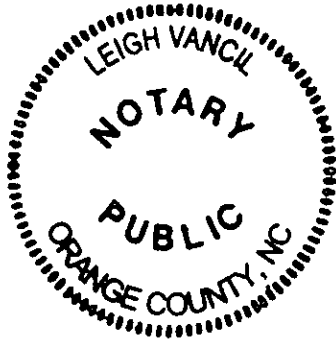
Date: March 27, 2011

[Official Seal]

Leigh Vancil
Notary Public

Print Name: Leigh Vancil

My commission expires: 9/14/15



LOT OWNER:

Janet Liegl. (Seal)
Print Name: Janet Liegl

Address: 207 Kinross Dr. Chapel Hill, NC 27517

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: JANET LIEGL

[Insert name of persons signing.]

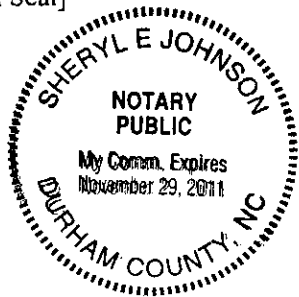
Date: 3/18/11

Sheryl E Johnson
Notary Public

[Official Seal]

Print Name: Sheryl E Johnson

My commission expires: Nov 29, 2011



LOT OWNERS:

[Signature] (Seal)
Nathan T. Tomasini

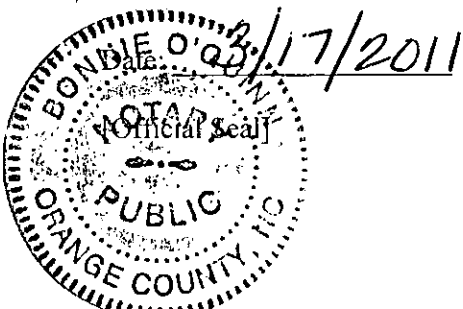
[Signature] (Seal)
Rebecca S. Tomasini

Address: 2 Midstream Court, Chapel Hill, NC 27517

STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Nathan T. Tomasini**



[Signature]
Notary Public

Print Name: NATHAN TOMASINI BONNIE O'QUINN

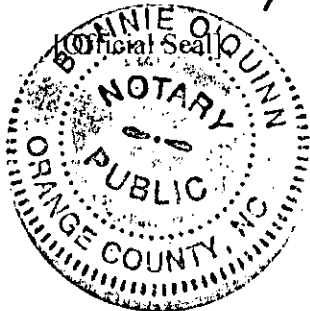
My commission expires: 10-29-2014

STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Rebecca S. Tomasini**

Date: 3/17/2011



[Signature]
Notary Public

Print Name: BONNIE O'QUINN

My commission expires: 10-29-2014

LOT OWNERS:

Marjorie Tippett (Seal)
Marjorie B. Tippett
Marjorie

Michael S. Tippett (Seal)
Michael S. Tippett

Address: 4 Midstream Court, Chapel Hill, NC 27517

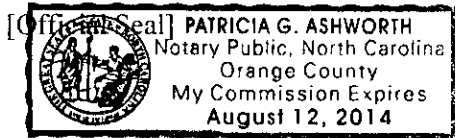
STATE OF NORTH CAROLINA

COUNTY OF Orange

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Marjorie B. Tippett**

Date: 3/15/2011

Patricia G. Ashworth
Notary Public



Print Name: Patricia G. Ashworth

My commission expires: 8/12/2014

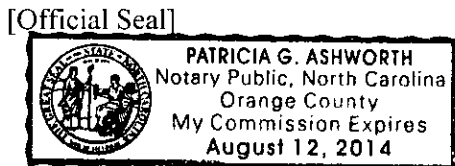
STATE OF NORTH CAROLINA

COUNTY OF Orange

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Michael S. Tippett**

Date: 3/15/2011

Patricia G. Ashworth
Notary Public



Print Name: Patricia G. Ashworth

My commission expires: 8/12/2014

LOT OWNER:

Carl C. Hanke (Seal)

Print Name: Carl C. Hanke

Address: 6 Midstream Court, Chapel Hill, NC 27517

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: CARL C. HANKE

[Insert name of persons signing.]

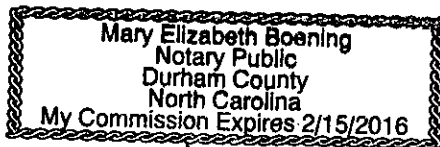
Date: 3/15/11

[Official Seal]

Mary Elizabeth Boening
Notary Public

Print Name: MARY ELIZABETH BOENING

My commission expires: 2/15/16



LOT OWNERS:

[Signature] (Seal)
Richard J. Glover

[Signature] (Seal)
Lily M. Lee

Address: 8 Midstream Court, Chapel Hill, NC 27517

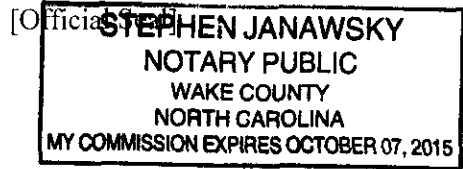
STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Richard J. Glover**

Date: 3/7/11

[Signature]
Notary Public



Print Name: Stephen Janawsky

My commission expires: Oct. 07, 2015

STATE OF NORTH CAROLINA

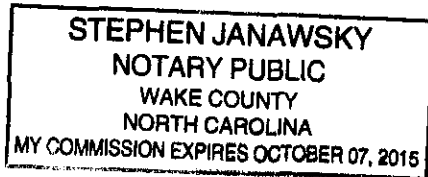
COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Lily M. Lee**

Date: 3/7/11

[Signature]
Notary Public

[Official Seal]



Print Name: Stephen Janawsky

My commission expires: Oct. 07, 2015

LOT OWNERS:

Eric P. Plow (Seal)
Eric P. Plow

Susan Nininger (Seal)
Susan Nininger

Address: 5 Midstream Court, Chapel Hill, NC 27517

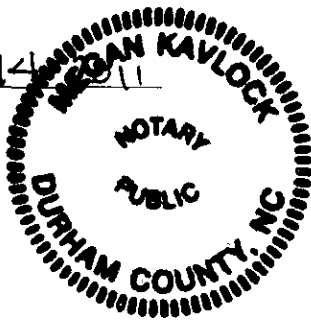
STATE OF NORTH CAROLINA

COUNTY OF Orange

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Eric P. Plow**

Date: 3-14-11

[Official Seal]



Megan Kavlock
Notary Public

Print Name: Megan Kavlock

My commission expires: 9-17-14

STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Susan Nininger**

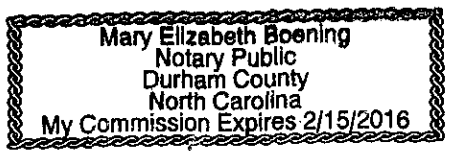
Date: 3/15/11

[Official Seal]

Mary Elizabeth Boening
Notary Public

Print Name: MARY ELIZABETH BOENING

My commission expires: 2/15/16



LOT OWNERS:

Chapman Porterfield (Seal)

Chapman Porterfield

Katherine Porterfield (Seal)

Katherine Porterfield

Address: 3 Midstream Court, Chapel Hill, NC 27517

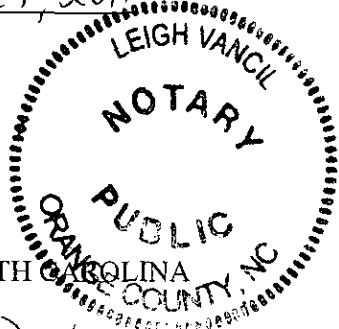
STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Chapman Porterfield**

Date: March 27, 2011

[Official Seal]



Leigh Vancil
Notary Public

Print Name: Leigh Vancil

My commission expires: 9/14/15

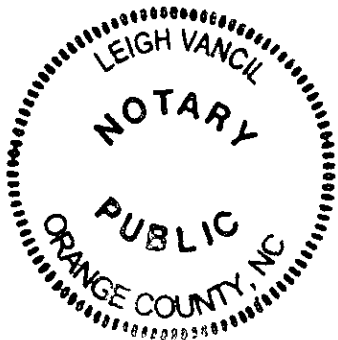
STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Katherine Porterfield**

Date: March 27, 2011

[Official Seal]



Leigh Vancil
Notary Public

Print Name: Leigh Vancil

My commission expires: 9/14/15

LOT OWNERS:

Paul A. Coon (Seal)
Paul A. Coon

Donna G. Coon (Seal)
Donna G. Coon

Address: 202 Kinsale Drive, Chapel Hill, NC 27517

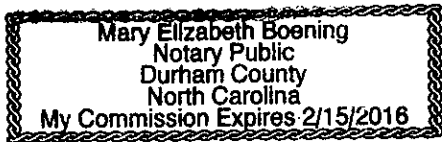
STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Paul A. Coon**

Date: 3/15/11

[Official Seal]



Mary Elizabeth Boening
Notary Public

Print Name: MARY ELIZABETH BOENING

My commission expires: 2/15/16

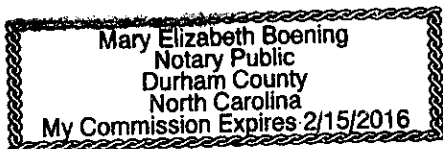
STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Donna G. Coon**

Date: 3/15/11

[Official Seal]



Mary Elizabeth Boening
Notary Public

Print Name: MARY ELIZABETH BOENING

My commission expires: 2/15/11

First Admeadment to Declaration of Covenants, Conditions and
Restrictions at Blenheim Woods

LOT OWNERS:

John C. Pegram (Seal)
Print Name: John C. Pegram

Harriet E. Pegram (Seal)
Print Name: Harriet E. Pegram

Address: 210 Kinsale, Chapel Hill, NC 27517

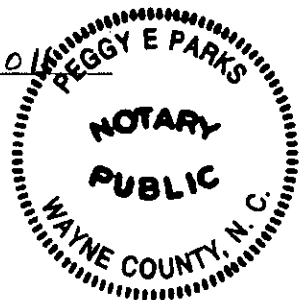
STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: John C. Pegram
[Insert names of persons signing.]

Date: 3-21-2011

[Official Seal]



Peggy E. Parks
Notary Public

Print Name: Peggy E. Parks

My commission expires: 5-8-2011

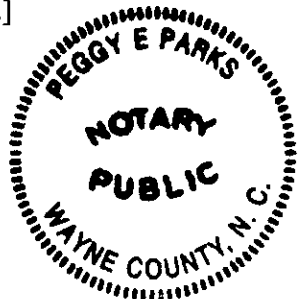
STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Harriet E. Pegram
[Insert names of persons signing.]

Date: 3-21-2011

[Official Seal]



Peggy E. Parks
Notary Public

Print Name: Peggy E. Parks

My commission expires: 5-8-2011

LOT OWNER:

Shelley Ritchie (Seal)
Shelley Ritchie

Address: 212 Kinsale Drive, Chapel Hill, NC 27517

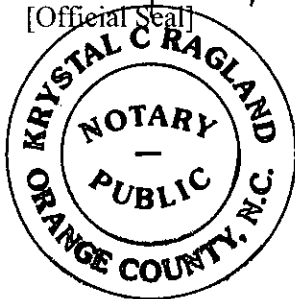
STATE OF NORTH CAROLINA

COUNTY OF Orange

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Shelley Ritchie**

Date: 3/26/11

[Official Seal]



Krystal C. Ragland
Notary Public

Print Name: Krystal C Ragland

My commission expires: 06/20/2012

LOT OWNERS:

[Signature] (Seal)
Stephen Tyler Elkins-Williams

[Signature] (Seal)
Priti Rao

Address: 214 Kinsale Drive, Chapel Hill, NC 27517

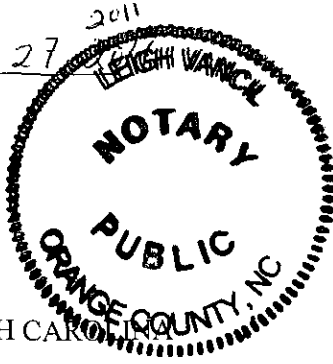
STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Stephen Tyler Elkins-Williams**

Date: March 27, 2011

[Official Seal]



[Signature]
Notary Public

Print Name: Leigh Vancil

My commission expires: 9/14/15

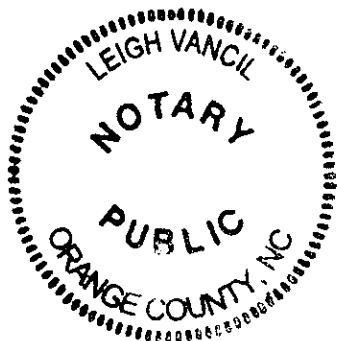
STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Priti Rao**

Date: March 27, 2011

[Official Seal]

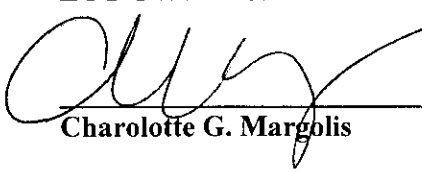


[Signature]
Notary Public

Print Name: Leigh Vancil

My commission expires: 9/14/15

LOT OWNERS:

 (Seal)
Charolotte G. Margolis

Address: 216 Kinsale Drive, Chapel Hill, NC 27517

STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Charolotte G. Margolis**

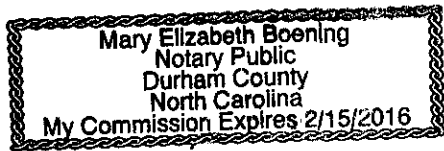
Date: 3/15/11

[Official Seal]


Notary Public

Print Name: MARY ELIZABETH BOENING

My commission expires: 2/15/16



LOT OWNER:

Susan Goldstein (Seal)
Susan Goldstein

Address: 218 Kinsale Drive, Chapel Hill, NC 27517

STATE OF NORTH CAROLINA

COUNTY OF Ducham

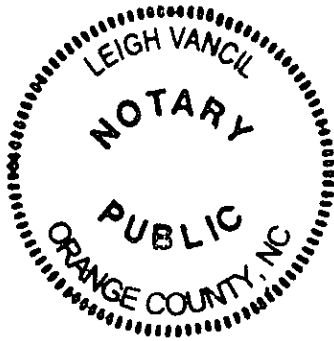
I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Susan Goldstein**

Date: March 27, 2011
[Official Seal]

Leigh Vancil
Notary Public

Print Name: Leigh Vancil

My commission expires: 9/14/15



LOT OWNER:

Barbara DeMay Smith (Seal)

Print Name: Barbara DeMay Smith

Address: 220 Kinsale Drive, Chapel Hill, NC 27517

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: BARBARA DEMAY SMITH

[Insert name of persons signing.]

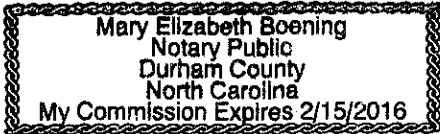
Date: 3/15/14

Mary Elizabeth Boening
Notary Public

[Official Seal]

Print Name: MARY ELIZABETH BOENING

My commission expires: 2/15/16



LOT OWNER:

Steven F. Shelly (Seal)
Print Name: Steven F Shelly

Address: 204 Hemlock Drive, Chapel Hill, NC 27517

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: STEVEN F. SHELLY
[Insert name of persons signing.]

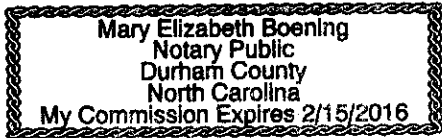
Date: 2/15/11

[Official Seal]

Mary Elizabeth Boening
Notary Public

Print Name: MARY ELIZABETH BOENING

My commission expires: 2/15/16



LOT OWNER:

Marguerite L. Robbins

Print Name: Marguerite L. Robbins

Address: 206 Humber Dr., Chapel Hill, NC 27517

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Marguerite L. Robbins

[Insert name of persons signing.]

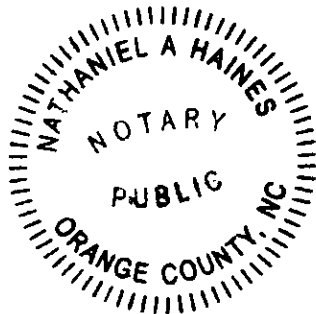
Date: 3/18/11

[Official Seal]

Nathaniel A. Haines
Notary Public

Print Name: Nathaniel A. Haines

My commission expires: 12/15/15



LOT OWNERS:

G. Norman Acker, III (Seal)
G. Norman Acker, III

Yvonne W. Acker (Seal)
Yvonne W. Acker

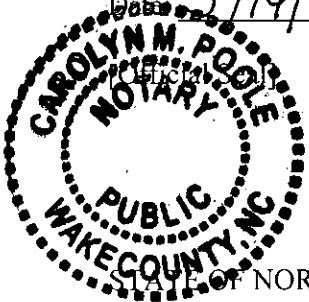
Address: 208 Hemler Drive, Chapel Hill, NC 27517

STATE OF NORTH CAROLINA

COUNTY OF Wake

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **G. Norman Acker, III**

Date: 3/14/11



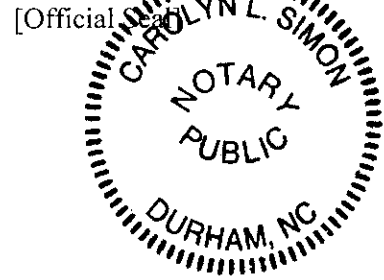
Carolyn M. Poole
Notary Public
Print Name: Carolyn M. Poole
My commission expires: 7-15-18

STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Yvonne W. Acker**

Date: 3/7/11



Carolyn L. Simon
Notary Public
Print Name: CAROLYN L. SIMON
My commission expires: Sept. 24, 2012

LOT OWNERS:

A. Everette James, Jr. (Seal)

Print Name: A. Everette James, Jr.

Nancy J. Farmer (Seal)

Print Name: Nancy J. Farmer

Address: 210 Hemler Drive, Chapel Hill, NC 27517

STATE OF NORTH CAROLINA

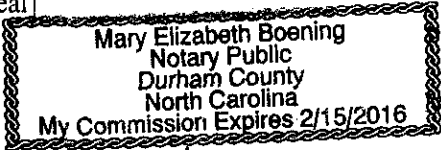
COUNTY OF DURHAM

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: A. EVERETTE JAMES JR
[Insert names of persons signing.]

Date: 3/15/11

Mary Elizabeth Boening
Notary Public

[Official Seal]



Print Name: MARY ELIZABETH BOENING

My commission expires: 2/15/16

STATE OF NORTH CAROLINA

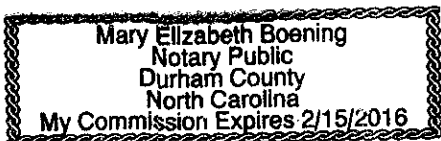
COUNTY OF DURHAM

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: NANCY J. FARMER
[Insert names of persons signing.]

Date: 3/15/11

Mary Elizabeth Boening
Notary Public

[Official Seal]



Print Name: MARY ELIZABETH BOENING

My commission expires: 2/15/16

LOT OWNERS:

[Signature] (Seal)
Mark Krauth

[Signature] (Seal)
Shelley Krauth

Address: 205 Hemler Drive, Chapel Hill, NC 27517

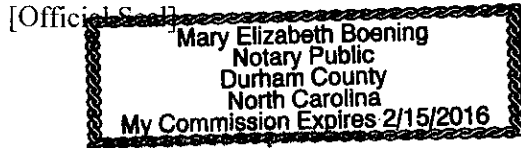
STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Mark Krauth**

Date: 2/15/11

[Signature]
Notary Public



Print Name: MARY ELIZABETH BOENING
My commission expires: 2/15/16

STATE OF NORTH CAROLINA

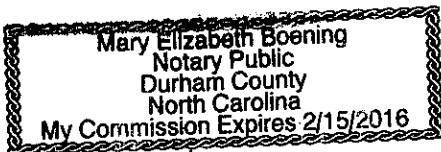
COUNTY OF DURHAM

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Shelley Krauth**

Date: 2/15/11

[Signature]
Notary Public

[Official Seal]



Print Name: MARY ELIZABETH BOENING
My commission expires: 2/15/16

LOT OWNERS: ~

James M. McWilliams (Seal)
James M. McWilliams
Gwen McWilliams (Seal)
Gwen McWilliams

Address: 203 Hemler Drive, Chapel Hill, NC 27517

STATE OF NORTH CAROLINA

COUNTY OF Orange

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **James M. McWilliams**

Date: 3-17-11

Brenda B. Young
Notary Public

[Official Seal]

BRENDA B YOUNG
NOTARY PUBLIC
ORANGE COUNTY, NC

Print Name: Brenda B. Young

My commission expires: Aug. 3, 2013

STATE OF NORTH CAROLINA

COUNTY OF Orange

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Gwen McWilliams**

Date: 03-16-2011

Melissa Hilliard
Notary Public

[Official Seal]

MELISSA HILLIARD
Notary Public
Wake County, NC
My Commission Expires July 19, 2014

Print Name: Melissa Hilliard

My commission expires: July 19, 2014

LOT OWNER:

[Signature] (Seal)
Oscar Alvarez

[Signature] (Seal)
Katherine D. Alvarez

Address: 8 Coggins Mine Court Chapel Hill, NC 27517

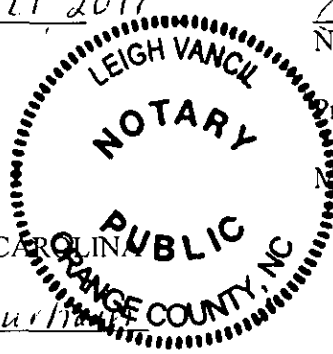
STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Oscar Alvarez**

Date: March 27, 2011

[Official Seal]



[Signature]
Notary Public

Print Name: Leigh Vancil

My commission expires: 9/14/15

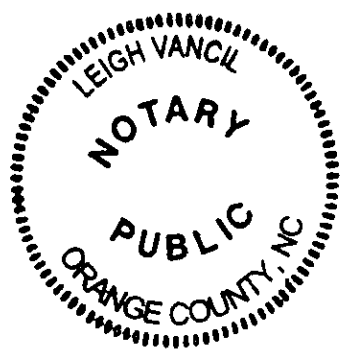
STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Katherine D. Alvarez**

Date: March 27, 2011

[Official Seal]

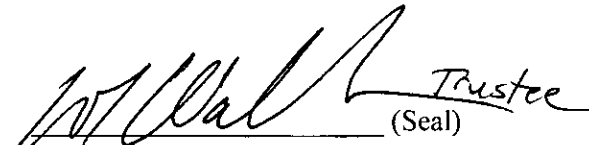


[Signature]
Notary Public

Print Name: Leigh Vancil

My commission expires: 9/14/15

LOT OWNER:


(Seal)
**Wanda T. Wallace, Trustee of the
Wanda T. Wallace Living Trust**

Address: 9 Coggins Mine Court, Chapel Hill, NC 27517

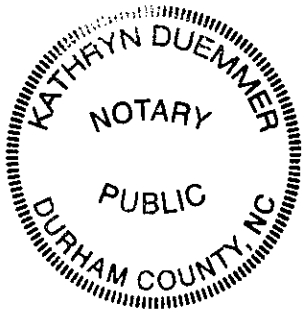
STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Wanda T. Wallace**

Date: ~~9/26/11~~ 3/10/11

[Official Seal]



Kathryn Duemmer
Notary Public

Print Name: Kathryn Duemmer

My commission expires: 9/26/2015

LOT OWNERS:

[Signature] (Seal)
Andrew Moeller

[Signature] (Seal)
Mary Moeller

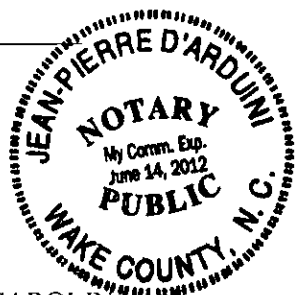
Address: Coggins Mine Court, Chapel Hill, NC 27517

STATE OF NORTH CAROLINA
COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Andrew Moeller**

Date: 3/25/11

[Official Seal]



[Signature]
Notary Public

Print Name: Jean-Pierre D'Arduini

My commission expires: June 14, 2012

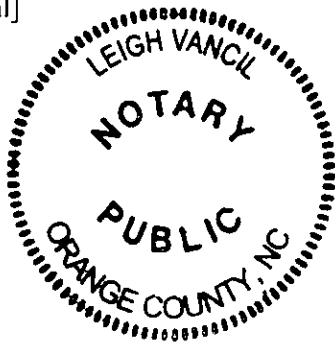
STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Mary Moeller**

Date: 3/22/11

[Official Seal]



[Signature]
Notary Public

Print Name: Naomi J. Little

My commission expires: 3/16/2015

LOT OWNERS:

Brian J. Soher (Seal)
Brian J. Soher

Tiffany E. Shubert (Seal)
Tiffany E. Shubert

Address: 1 Coggins Mine Court, Chapel Hill, NC 27517

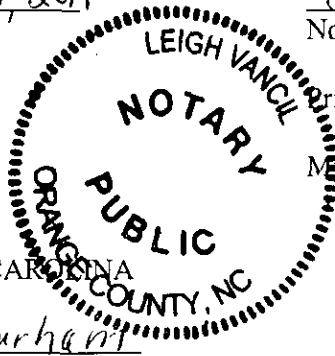
STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Brian J. Soher**

Date: March 27, 2011

[Official Seal]



Leigh Vancil
Notary Public

Print Name: Leigh Vancil

My commission expires: 9/14/15

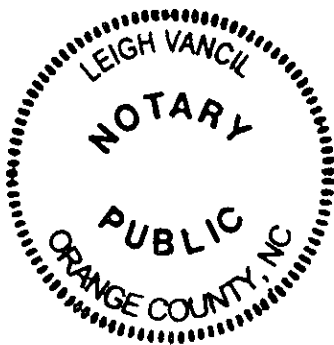
STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Tiffany E. Shubert**

Date: March 27, 2011

[Official Seal]



Leigh Vancil
Notary Public

Print Name: Leigh Vancil

My commission expires: 9/14/15

LOT OWNER:

Tomas K. Vasiliauskas (Seal)
Tomas K. Vasiliauskas

Elizabeth G. Hopkins (Seal)
Elizabeth G. Hopkins

Address: 308 Kinsale Drive, Chapel Hill, NC 27517

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Tomas K. Vasiliauskas**

Date: 3-14-2011
[Official Seal] **TEELEZYNE R ANDERSON**
Notary Public
Franklin County
North Carolina
My Commission Expires Aug 29, 2012

Teelzyne R. Anderson
Notary Public

Print Name: TEELEZYNE R. ANDERSON

My commission expires: 8-29-2012

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Elizabeth G. Hopkins**

Date: 3-14-2011
[Official Seal] **TEELEZYNE R ANDERSON**
Notary Public
Franklin County
North Carolina
My Commission Expires Aug 29, 2012

Teelzyne R. Anderson
Notary Public

Print Name: TEELEZYNE R. ANDEKSON

My commission expires: 8-29-2012

LOT OWNER:

Diane L. Rowley (Seal)
Diane L. Rowley

William C. Jenkins (Seal)
William C. Jenkins

Address: 314 Kinsale Drive, Chapel Hill, NC 27517

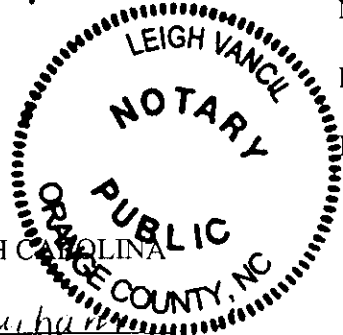
STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **Diane L. Rowley**

Date: March 27, 2011

[Official Seal]



Leigh Vancil
Notary Public

Print Name: Leigh Vancil

My commission expires: 9/14/2015

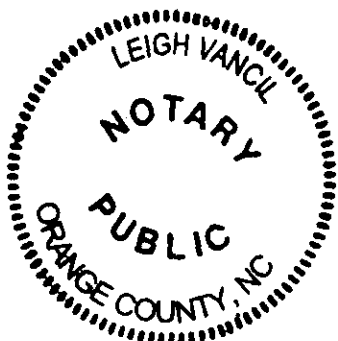
STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **William C. Jenkins**

Date: March 27, 2011

[Official Seal]



Leigh Vancil
Notary Public

Print Name: Leigh Vancil

My commission expires: 9/14/2015

LOT OWNER:

Carolinian Homes, Inc.

By: [Signature]
Print Name: Robert A. Powell
Title: President

Addresses: 204, 301, 307 and 310 Kinsale Drive, Chapel Hill, NC 27517
3 Coggins Mine Court, Chapel Hill, NC 27517

STATE OF NORTH CAROLINA
COUNTY OF Wake

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Robert A. Powell
[Insert Name of Person signing.]

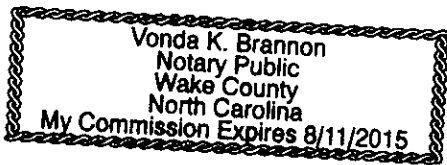
Date: 3-21-11

[Official Seal]

[Signature]
Notary Public

Print Name: Vonda K. Brannon

My commission expires: August 11, 2015



LOT OWNER:

Piccola Builders, Inc.

By: [Signature]

Print Name: L. Anthony Piccola

Title: President

Addresses: 309 Kinsale Drive, Chapel Hill, NC 27517

STATE OF NORTH CAROLINA

COUNTY OF Wake

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: L. Anthony Piccola
[Insert Name of Person signing.]

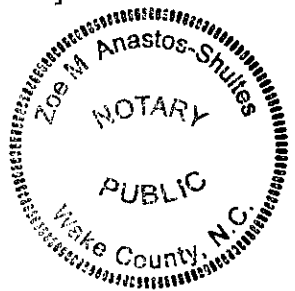
Date: March 22, 2011

Zoem Anastos-Shults
Notary Public

[Official Seal]

Print Name: Zoem Anastos-Shults

My commission expires: May 26, 2015





WILLIE L. COVINGTON
REGISTER OF DEEDS, DURHAM COUNTY
DURHAM COUNTY COURTHOUSE
200 E. MAIN STREET
DURHAM, NC 27701

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It is part of recorded document, and must be submitted with original for re-recording
and/or cancellation.

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Book: RE 6693 Page: 624-664
Document No.: 2011009280
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Recorder: APRIL J WILLIAMS



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