

WAKE COUNTY, NC 5
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
06/22/2004 AT 08:42:45

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Type Of Instrument: First Amendment To Declaration For Wexford
Prepared By: Kenneth L. Eagle
Hold For/Mail To: Kenneth L. Eagle (ROD Box 215)

NORTH CAROLINA
WAKE COUNTY

**FIRST AMENDMENT TO
DECLARATION FOR WEXFORD**

THIS **FIRST AMENDMENT TO DECLARATION FOR WEXFORD**, referred to herein as the "First Amendment", is made this 21st day of June, 2004, by Wexford Development LLC, referred to herein as the "Declarant", Parker & Orleans Homebuilders, Inc., referred to herein as "Parker", Wexford Investors LLC, referred to herein as "Wexford", Mellon Bank, N.A., referred to herein as "Lender", and Frederick A. Felter, Trustee, referred to herein as "Trustee";

WITNESSETH:

WHEREAS, Declarant and Wexford represent that Wexford is the owner of approximately 2.74 acres of real property adjoining the Wexford Subdivision (referred to herein as the "Subdivision") as shown on a plat recorded in the Wake County, North Carolina Registry in Book of Maps 2004, Page 460, said plat being incorporated by reference as if fully set out herein, said real property of Wexford being referred to herein as the "Commercial Tract", and the Person who from time to time owns the Commercial Tract being referred to herein as the "Commercial Tract Owner";

AND WHEREAS, Parker represents that it is the owner of those 52 Lots in the Subdivision that are described on **Exhibit A** attached hereto and incorporated by reference;

AND WHEREAS, Declarant and Parker agree that the Lots described on **Exhibit A** currently constitute 52 of the 65 Lots that are subject to the "Declaration For Wexford", referred to herein as the "Declaration", recorded in the Wake County, North Carolina Registry in Book 10369, Page 645, it being incorporated by reference as if fully set out herein (also see "Supplemental Declaration For Wexford" recorded in the Wake County, North Carolina Registry in Book 10750, Page 532 and "Supplemental Declaration For Wexford" recorded in the Wake County, North Carolina Registry in Book 10828, Page 848), with the definitions of terms contained therein being applicable to this First Amendment except to the extent, if any, that such definitions are modified by this First Amendment;

AND WHEREAS, Declarant represents that it is the Owner of Lot 13 as shown on the plat recorded in the Wake County, North Carolina Registry in Book of Maps 2003, Page 1447, Lot 13 being one of the Lots subject to the Declaration;

AND WHEREAS, Parker represents that it previously has sold to other Persons (who are not Builders) 12 of the 64 Lots in the Subdivision that it acquired from Fauna Development LLC (the original Declarant) or the Declarant (those being Lots 7, 8, 10, 11, 12, 15, 16, 17, 18, 19, 20, and 98 as shown on plats recorded in the Wake County, North Carolina Registry in Book of Maps 2003, Page 1270, re-recorded in Book of Maps 2003, Page 1447, and in Book of Maps 2004, Pages 208 and 209, re-recorded in Book of Maps 2004, Pages 844 and 845), and that the Owners of said Lots sold by Parker are the Class A Members of the Association with respect to those Lots;

AND WHEREAS, Declarant is the current "Declarant" under the Declaration, having been assigned the rights of the Declarant by Fauna Development LLC (the original Declarant) by assignment recorded in the Wake County, North Carolina Registry in Book 10750, Page 529, said assignment being incorporated by reference as if fully set out herein;

AND WHEREAS, the plat recorded in the Wake County, North Carolina Registry in Book of Maps 2003, Page 1270, re-recorded in Book of Maps 2003, Page 1447, and incorporated by reference as if fully set out herein, referred to herein as "Plat 1", shows a "20' Drainage Easement" running from the northern margin of the right of way of Rexmore Court across a portion of the southern part of the "Community Recreation Area" onto real property identified as being owned "N/F Anvil Investments LLC";

AND WHEREAS, Declarant represents that the portion of such real property identified as being owned "N/F Anvil Investments LLC" on which said 20' Drainage Easement is located is part of the Commercial Tract;

AND WHEREAS, Declarant, who also is the successor developer of Subdivision, represents that the storm water management facilities in the Subdivision are designed such that (ii) storm water from the Commercial Tract can flow through the existing drainage pipe that Declarant has installed in the 20' Drainage Easement on the Community Recreation Area and continue in a southwesterly direction through storm water drainage pipes Declarant has installed in the rights of way of Rexmore Court, Elshur Way and Scotlow Way and be discharged into the "Private Open Space & Stormwater Management Easement", all as shown on Plat 1, such Private Open Space & Stormwater Management Easement being referred to herein as the "Facility"; and (ii) such existing drainage pipes that Declarant has installed in the 20' Drainage Easement on the Community Recreation Area and in the rights of way of Rexmore Court, Elshur Way and Scotlow Way are large enough to accept not less than the volume of storm water that in a 25 year flood event reasonably would be expected to drain into such pipes from the Commercial Tract, the Community Recreation Facility, and those Lots and Streets in the Subdivision that are designed and engineered for storm water drainage into such pipes;

AND WHEREAS, as more particularly described and defined therein, Article III, Section 4 of the Declaration requires the Wexford Community Association, Inc., a North Carolina nonprofit corporation, referred to herein as the "Association", to be responsible for maintenance of the Facility, "storm water easements", and "storm water management facilities", all of which maintenance obligations are referred to herein as the "Association storm water obligations";

AND WHEREAS, Declarant represents that the 20' Drainage Easement on the Community Recreation Area is part of the storm water drainage easements in Subdivision and that the storm water drains and drainage pipes in the 20' Drainage Easement and in the portions of Rexmore Court, Elshur Way and Scotlow Way shown on Plat 1 are part of the storm water management facilities in Subdivision;

AND WHEREAS, pursuant to the Declaration, the Association is funded through assessments paid by the Owners of Lots in the Subdivision;

AND WHEREAS, Declarant and Parker desire to amend the Declaration to establish an easement for the discharge of storm water from the Commercial Tract into the 20' Drainage Easement on the Community Recreation Area and the flow of such storm water through the storm water drainage pipes in said 20' Drainage Easement, Rexmore Court, Elshur Way and Scotlow Way into the Facility, to establish certain rights and obligations for the Commercial Tract Owner with respect to such storm water discharge and discharge of storm water from portions of the Commercial Tract onto other property in the Subdivision, and to provide for the Commercial Tract Owner to contribute financially to the Association in order to help defray expenses of the Association storm water obligations;

AND WHEREAS, Parker is a Class A Member of the Association under the Declaration who has 52 of the 64 Class A votes in the Association that currently exist, and Declarant is the Class B Member of the Association (there being no Class A vote for Lot 13 as it currently is owned by Declarant);

AND WHEREAS, pursuant to Article XV, Section 2 of the Declaration, Parker, as the Class A Member with 52 of the 64 Class A votes in the Association, has more than the 67% of Class A Member votes in the Association required to amend the Declaration, and Parker, together with Declarant, can consent to an amendment of the Declaration, the consent of the Declarant being required because it is the Class B Member of the Association and because the Declarant Control Period has not ended;

NOW, THEREFORE, in consideration of the foregoing, the mutual desire of Declarant and Parker to amend the Declaration, and the future consideration to be paid to the Association by the Commercial Tract Owner as set forth herein, the sufficiency of which is hereby acknowledged by Declarant and Parker, Parker, as the Class A Member of the Association with more than 67% of the Class A Member votes in the Association that currently exist, and Declarant, as the Declarant, hereby amend the Declaration as follows:

1. Article III of the Declaration is amended by adding a new Section 4A as follows:

“Section 4A. Storm Water Easement And Management For Commercial Tract.

For the purposes of the Declaration, the ‘Commercial Tract’ is defined as that real property consisting of approximately 2.74 acres, owned by Wexford Investors LLC at the time of the execution of this First Amendment to the Declaration, and being the tract identified as ‘N/F Wexford Investors LLC PIN 0745.01-23-5739 (Future Development)’ on a plat recorded in the Wake County, North Carolina Registry in Book of Maps 2004, Page 460, said plat being incorporated by reference as if fully set out herein. A portion of the western boundary of the Commercial Tract adjoins the eastern boundary of the ‘Community Recreation Area’ in the Subdivision, the Community

County, North Carolina Registry in Book of Maps 2003, Page 1270, re-recorded in Book of Maps 2003, Page 1447, said plat being incorporated by reference as if fully set out herein and being referred to herein as 'Plat 1'. There is a '20' Drainage Easement' shown on Plat 1 that runs in an easterly direction from the northern margin of the right of way of Rexmore Court across a portion of the southern part of the Community Recreation Area onto the Commercial Tract. For purposes of the Declaration the 'Commercial Tract Owner' is defined as the Person who owns the Commercial Tract at the time of any particular activity on the Commercial Tract or exercise of any easement right established for the Commercial Tract or the Commercial Tract Owner in the Declaration and shall include the employees, agents contractors and subcontractors of the Commercial Tract Owner.

Declarant represents that, at the time of execution of this First Amendment, there is a storm water drainage pipe installed by Declarant in the 20' Drainage Easement that runs through the Community Recreation Area and connects to another storm water drainage pipe installed by Declarant in the right of way of Rexmore Court, which storm water drainage pipe in Rexmore Court is part of the system of storm water drainage pipes installed by Declarant in the rights of way of Rexmore Court, Elshur Way and Scotlow Way which collect, transport, and discharge storm water into the 'Private Open Space & Stormwater Management Easement', referred to herein as the 'Facility', that adjoins the southern margin of the right of way of Scotlow Way as shown on Plat 1. Declarant further represents that the storm water drainage pipe in the 20' Drainage Easement that runs through the Community Recreation Area and the storm water drainage pipes in the rights of way of Rexmore Court, Elshur Way and Scotlow Way as shown on Plat 1 are engineered and designed to be of a size sufficient to receive, transport and discharge into the Facility in a 25 year flood event the following amount or volume of storm water without resulting in any pooling or back-up of storm water in such streets or on the Community Recreation Area or any Lots in the Subdivision from which storm water drains into said storm water drainage pipes: (i) following development of the Commercial Tract with a building or buildings and associated improvements, most of the storm water from the impervious surfaces on the Commercial Tract that otherwise would drain or flow or be discharged onto the portions of the Subdivision that adjoin the Commercial Tract if such storm water is not directed into the drainage pipe in the 20' Drainage Easement that runs through the Community Recreation Area, it being likely because of the location of Rexmore Court in relation to the Commercial Tract and the 20' Drainage Easement that some storm water from the Commercial Tract might drain directly onto Rexmore Court; and (ii) in accordance with storm water engineering plans approved by the Town of Morrisville, storm water from the Community Recreation Area and from those Lots and streets in the Subdivision that is received and transported through the storm water drainage pipes in the rights of way of Rexmore Court, Elshur Way and Scotlow Way as shown on Plat 1 for discharge into the Facility.

Subject to the terms of this First Amendment, a non-exclusive, perpetual easement appurtenant to the Commercial Tract hereby is created and granted for the drainage and discharge of storm water from the Commercial Tract into the storm water pipe or pipes located in the 20' Drainage Easement on the Community Recreation Area, for the transportation of such storm water through the storm water pipe or pipes located in the 20' Drainage Easement on the Community Recreation Area and the storm water pipes located in the rights of way of Rexmore Court, Elshur Way, and Scotlow Way, and for discharge into the Facility, where it will be handled in the same

manner as storm water from the Subdivision, such easement appurtenant to the Commercial Tract being referred to in this First Amendment as the "Commercial Tract Easement". The Commercial Tract Easement is subject to the following terms, conditions, rights and obligations:

a. All improvements to the Commercial Tract shall be designed and engineered so that substantially all of the storm water from impervious areas and surfaces on the Commercial Tract is discharged from the Commercial Tract into the storm water pipe or pipes in the 20' Drainage Easement on the Community Recreation Area, it being acknowledged that, because of the location of Rexmore Court in relation to the Commercial Tract, there may be some storm water from the Commercial Tract that is discharged directly onto Rexmore Court.

b. Storm water from unimproved portions of the Commercial Tract (for example, undisturbed buffers) may be discharged onto the Subdivision as such drainage naturally occurs from time to time.

c. Storm water from improved but non-impervious areas and surfaces on the Commercial Tract (for example, landscaped areas) may be discharged onto the Subdivision as such drainage naturally occurs from time to time.

d. Until such time as improvements are commenced on the Commercial Tract, the Commercial Tract Easement shall include the discharge of storm water from the Commercial Tract onto the Subdivision as such drainage naturally occurs from time to time.

e. All improvements on the Commercial Tract at all times shall be constructed, used and maintained in accordance with all Legal Requirements applicable to storm water and sedimentation control.

f. The Commercial Tract Owner has a perpetual, non-exclusive easement to maintain those portions of the storm water management facilities in or serving the Subdivision that receive any part or all of the storm water discharged from the Commercial Site, such easement to include all of the same rights as the Association has in discharging its responsibilities for maintenance of storm water management facilities in or serving the Subdivision. The Commercial Tract Owner may exercise its rights under this maintenance easement at any time and from time to time that it reasonably determines the Association is not meeting adequately its obligations under the Declaration for maintenance of such storm water management facilities. Provided, however, except in emergency situations, this maintenance easement shall be exercised by the Commercial Tract Owner in a reasonable manner and at reasonable times and only after the Association has failed to commence performance of the maintenance requested by the Commercial Tract Owner within thirty (30) days after the Commercial Tract Owner has given written notice to the Association describing the requested maintenance, or the Association has failed to complete the requested maintenance within sixty (60) days after it has commenced the maintenance. With respect to this maintenance easement, an 'emergency situation' is one in which injury or damage to persons or property (including vehicles, asphalt or other pavement, landscaping, and signs) may occur because storm water is not draining adequately from the Commercial Tract.

This maintenance easement also includes the right to maintain such storm water management facilities within the 20' Drainage Easement on the Community Recreation Site as may be necessary to accept storm water from the Commercial Site and connect to other storm water management facilities in the right of way of Rexmore Court, including the right to replace existing storm water pipes and drains or other collection devices with larger pipes and drains or other collection devices. To the extent that the storm water pipes and drains or other collection devices in the Subdivision that receive and transport storm water from the Commercial Tract for discharge into the Facility are not, because of the storm water discharged from the Commercial Tract, adequate in size to handle both the storm water from the Commercial Tract and the storm water from the Subdivision in a 25 year flood event without resulting in storm water pooling or backing-up onto the Commercial Tract or onto any Lot or street in the Subdivision, it shall be the responsibility of the Commercial Tract Owner, at its sole expense, to replace the existing pipes and drains or other collection devices with larger ones so as to minimize the occurrences of any such pooling or backing-up of storm water.

g. The Commercial Tract Owner shall have the same rights as any Owner under the Declaration to enforce against the Association the provisions of the Declaration relating to the Association's responsibilities for storm water management. With respect to any exercise of the maintenance easement granted to the Commercial Tract Owner in this First Amendment, the Association shall reimburse such owner for all amounts reasonably expended by such owner in the exercise of the easement, such reimbursement to occur within ninety (90) days following the date on which such owner gives written notice to the Association of such expenditures (including copies of all applicable invoices for labor and/or materials), and such owner shall have all remedies available at law or in equity to collect such reimbursement from the Association. Commencing on the 91st day after the Commercial Tract Owner gives the required notice to the Association, unpaid reimbursement shall accrue interest at the greater of the then legal rate of interest or the rate of interest then in effect for unpaid assessments under the Declaration. In any legal or equitable action between the Commercial Tract Owner and the Association with respect to such reimbursement, the prevailing party also shall be entitled to recover from the other party all of its costs of such legal or equitable action, including reasonable attorney fees.

h. With respect to all exercises of its rights under this First Amendment to maintain on, under or in any property in the Subdivision, any storm water pipes, drains or other collection devices, the Commercial Tract Owner shall: (i) exercise all such rights in compliance with Legal Requirements; (ii) indemnify, defend and hold harmless the Association and all Owners from and against any and all claims for damages, causes of action and costs and expenses, including reasonable attorney fees, arising out of or resulting from the exercise of such rights; and (iii) as soon as reasonably practicable after completion of the exercise of any such right, restore any property in the Subdivision damaged by the exercise of such right to substantially the same or better condition than it was in prior to the occurrence of the damage.

i. With respect to any use of the Commercial Tract that involves environmentally hazardous substances as defined under Legal Requirements, the Commercial Tract Owner shall take all actions required by Legal Requirements to prevent the discharge of such hazardous substances onto any property in the Subdivision or into the 20' Drainage Easement. By way of example of the foregoing, actions would be required to prevent the discharge of motor vehicle oil in connection with the use

of any part of the Commercial Tract as a motor vehicle oil changing business, but actions would not be required to prohibit the discharge of oil that might leak from a motor vehicle parked on the Commercial Tract while the owner of such motor vehicle is shopping in a retail store on the Commercial Tract, it being recognized for the purposes of this paragraph that certain environmentally hazardous substances or potentially hazardous substances that occur in the usual or customary use, operation and maintenance of the Commercial Tract that do not involve environmentally hazardous substances may from time to time be transported by storm water from the Commercial Tract into the Facility and other storm water management facilities in the Subdivision.

j. Except for the assessments to be paid by the Commercial Tract Owner, the property repair obligations of the Commercial Tract Owner, and the indemnification obligations of the Commercial Tract Owner, the Commercial Tract Owner may exercise all of the easement rights established herein for the Commercial Tract Owner and the Commercial Tract without payment of any fee or charge to Declarant, Parker, the Association, or the owner of any Lot in the Subdivision.

2. Article V of the Declaration is amended by adding a new Section 4 as follows:

“Section 4. Commercial Tract. The Commercial Tract Owner shall have five (5) Class A votes with respect to votes of members of the Association taken in connection with the following matters: annual assessments; storm water assessments; special assessments applicable to the Commercial Tract; and storm water management. The Commercial Tract Owner’s voting rights shall commence on the first day of the same month on which assessments commence with respect to the Commercial Tract.”

3. Article VI of the Declaration is amended by adding a new Section 20 as follows:

“Section 20. Commercial Tract Assessments. The Commercial Tract and the Commercial Tract Owner are subject to annual assessments, special assessments, and storm water management assessments in the same manner as the Lots and Owners of Lots in the Subdivision are subject to those assessments, and the Commercial Tract and the Commercial Tract Owner are subject to all of the terms of the Declaration for collection of such assessments, including liens against the Commercial Tract and penalties for late payment of such assessments, except that, with respect to special assessments, the Commercial Tract and Commercial Tract Owner are subject only to special assessments that are assessed in connection with the Facility and storm water management facilities that handle storm water discharged from the Commercial Tract. The amount of each assessment applicable to the Commercial Tract and Commercial Tract Owner shall be equal to five (5) times the amount of that assessment for one Lot in the Subdivision. Applicable assessments shall commence with respect to the Commercial Tract as of the first day of the month following the month in which the first of the following occurs: (i) a building permit is issued for improvements to the Commercial Tract; or (ii) clearing and/or grading of the commercial tract commences.”

4. Wexford joins in the execution of this First Amendment to consent to its terms, to subject the Commercial Tract to its terms, and to bind itself and all future owners of any part or all of the Commercial Tract to its terms.

5. Lender and Trustee join in the execution of this First Amendment to give their consent to the First Amendment as required pursuant to a "Deed of Trust" from Parker to Trustee and Lender recorded in the Registry in Book 9399, Page 128, and supplemented by additional documents recorded in the Registry in Book 9987, Page 663 and Book 10379, Page 1516, such that, upon any foreclosure or deed or other proceeding in lieu of foreclosure that affects any of the Lots described on **Exhibit A**, this First Amendment will not be extinguished with respect to such Lots and will remain in full force and effect with respect to such Lots notwithstanding such foreclosure or deed or other proceeding in lieu of foreclosure.

6. This First Amendment shall be effective upon its recording in the Wake County, North Carolina Registry.

(execution pages follow)

IN WITNESS WHEREOF, Parker, Declarant, Wexford, and the President of the Association each have executed this First Amendment or has caused this First Amendment to be executed in its individual or company or corporate name by its duly authorized official, on the date indicated in the respective acknowledgment of such execution, the last date of which shall be the date of execution of this First Amendment and shall be inserted in the first paragraph hereof. The execution of this First Amendment by the President of the Association constitutes the certification required by Article XV, Section 2(c) of the Declaration.

Wexford Development LLC

By: Tom Smith
Manager

Parker & Orleans Homebuilders, Inc.

By: [Signature]
Title: [Signature]

Wexford Investors LLC

By: Tom Smith
Title: Manager

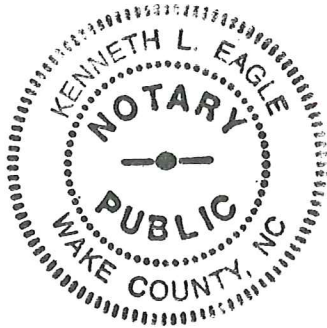
Wexford Community Association, Inc.

By: Wald. Bloddy
President

State of North Carolina, County of Wake

I, Kenneth L. Eagle, a Notary Public of the County and State aforesaid, certify that Tim Smith personally appeared before me this day and acknowledged that he is a Manager of Wexford Development LLC, a North Carolina limited liability company, and that he, being authorized to do so, executed the foregoing instrument on behalf of the company as its Manager.

Witness my hand and official stamp or seal, this 21st day of June, 2004.



Kenneth L. Eagle
Notary Public
My Commission Expires: 7-10-05

State of North Carolina, County of Wake

I, Kari Linzel, a Notary Public of the County and State aforesaid, certify that Anthony L. Piccola personally appeared before me this day and acknowledged that he/she is Vice President of Parker & Orleans Homebuilders, Inc., a Delaware corporation, and that he/she, being authorized to do so, executed the foregoing instrument on behalf of the corporation as its Vice President.

Witness my hand and official stamp or seal, this 18th day of June, 2004.

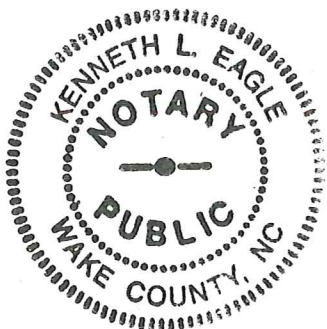
Kari Linzel
Notary Public
My Commission Expires: August 27, 2005

A circular notary seal for Kari Linzel, Notary Public, Wake County, NC. The seal features a central horizontal line with a dot in the middle, surrounded by the text "KARI LINZEL", "NOTARY PUBLIC", and "WAKE COUNTY, NC".

State of North Carolina, County of Wake

I, Kenneth L. Eagle, a Notary Public of the County and State aforesaid, certify that Tim Smith personally appeared before me this day and acknowledged that he is a Manager of Wexford Investors LLC, a North Carolina limited liability company, and that he, being authorized to do so, executed the foregoing instrument on behalf of the company as its Manager.

Witness my hand and official stamp or seal, this 21st day of June, 2004.

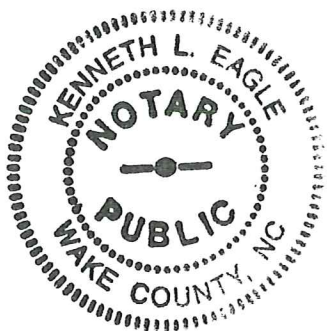


Kenneth L. Eagle
Notary Public
My Commission Expires: 7-10-05

State of North Carolina, County of Wake

I, Kenneth L. Eagle, a Notary Public of the County and State aforesaid, certify that Karl D. Blackley personally appeared before me this day and acknowledged that he/she is President of Wexford Community Association, Inc., a North Carolina nonprofit corporation, and that he/she, being authorized to do so, executed the foregoing instrument on behalf of the corporation as its President.

Witness my hand and official stamp or seal, this 21st day of June, 2004.



Kenneth L. Eagle
Notary Public
My Commission Expires: 7-10-05

IN WITNESS WHEREOF, Trustee has executed this First Amendment and Lender has caused this First Amendment to be executed in its corporate name by its duly authorized official, on the dates indicated in the respective acknowledgment of such executions.

Mellon Bank, N.A.

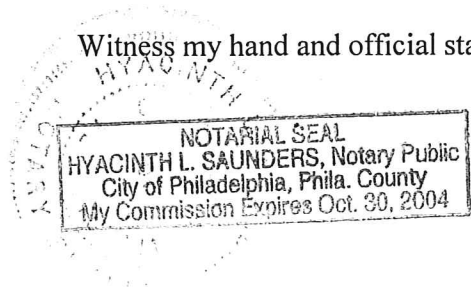
Frederick A. Felter
Frederick A. Felter, Trustee

By: *Frederick A. Felter*
Title: FVP

State of Pennsylvania, County or City of Philadelphia

I, Hyacinth L. Saunders, a Notary Public of the County and State aforesaid, certify that Frederick A. Felter personally appeared before me this day and acknowledged that he/she is Vice President of Mellon Bank, N.A., a national banking association, and that he/she, being authorized to do so, executed the foregoing instrument on behalf of the corporation as its Vice President.

Witness my hand and official stamp or seal, this 11th day of June, 2004.

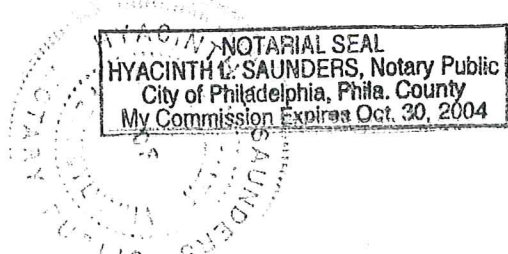


Hyacinth L. Saunders
Notary Public Hyacinth L. Saunders
My Commission Expires: October 30, 2004

State of Pennsylvania, County or City of Philadelphia

I, Hyacinth L. Saunders, a Notary Public of the County and State aforesaid, certify that Frederick A. Felter, Trustee, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 11th day of June, 2004.



Hyacinth L. Saunders
Notary Public Hyacinth L. Saunders
My Commission Expires: October 30, 2004

EXHIBIT A
LOTS OWNED BY PARKER

LYING AND BEING in the Town of Morrisville, Wake County, North Carolina, in the Subdivision, and being more particularly described as follows:

- I. Lots Nos. 1 through 6, 9, 14, 21, 22, 89 through 97, and 99, as shown on a plat recorded in the Wake County, North Carolina Registry in Book of Maps 2003, Page 1270, re-recorded in Book of Maps 2003, Page 1447, said plat being incorporated by reference as if fully set out herein.
- II. Lots Nos. 23 through 30, 34 through 46, and 78 through 88, as shown on a plat by Michael E. Dickerson, Professional Land Surveyor, of Withers & Ravenel, entitled "WEXFORD SUBDIVISION LOTS 23-30, 34-46 & 78-88", recorded in the Wake County, North Carolina Registry in Book of Maps 2004, Pages 208 and 209, re-recorded in Book of Maps 2004, Pages 844 and 845, said plat being incorporated by reference as if fully set out herein.