

Submitted electronically by John M Davis Law in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Franklin County Register of Deeds.

Prepared by and Mail to:
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**SECOND AMENDMENT TO DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOODLAND PARK SUBDIVISION**

This Second Amendment to Declarations of Covenants, Conditions and Restrictions for Woodland Park Subdivision (this "Amendment") is made and entered into as of the last date set forth in a notary acknowledgment below (the "Effective Date"), by Woodland Park Development, Inc., a North Carolina limited liability corporation (the "Declarant").

WITNESSETH

WHEREAS, Declarant executed that certain Declarations of Covenants, Conditions and Restrictions for Woodland Park Subdivision recorded in Book 2185, Page 1824, Franklin County Registry, as amended by Amendment to Declarations of Covenants, Conditions and Restrictions for Woodland Park Subdivision recorded in Book 2203, Page 1587, Franklin County Registry (the "Declaration"); and

WHEREAS, Declarant desires to amend the Declaration for the purpose of removing and withdrawing only a specific portion of the Property (as defined and described herein) from the coverage of the Declaration.

NOW, THEREFORE, in consideration of the benefits to the Community and to the Property, Declarant does hereby amend the Declaration as follows:

1. The following specific portion of the Property that is removed and withdrawn from the coverage of the Declaration is described as follows:

Beginning at a rebar stake at the southernmost corner of Lot 26 shown on Map Book 2019, page 260 of the Franklin County Registry, said stake having a localized NAD 83(2011) State Plane Coordinate value of Northing: 859083.17' and Easting: 2142971.10'; thence with the southern terminus of Sorrel Drive S 63°08'44" E, 50.00' to a rebar stake at the westernmost corner of Lot 63 on aforementioned map; thence along the southern line of Lot 63 S 60°30'20" E, 370.06' to a rebar stake, said stake being the northwest corner of Lot 69 shown on aforementioned map; thence S 04°30'26" E, 58.09' to a point in the northern line of Lori C. Lawrence (Deed Book 1064, page 611); thence with Lawrence N 89°42'06" W, 145.64' to an iron rod, Lawrence's northwest corner; thence N 65°17'21" W, 808.36' to a point at the southwest corner of Lot 25 shown on aforesaid map; thence with the southern line of Lot 25 N 74°13'32" E, 244.60' to a rebar

stake at the westernmost corner of Lot 26 shown on aforesaid map; thence with the southern line of Lot 26 S 62°27'57" E, 308.23' to a rebar stake, the Point of Beginning, containing 2.605 acres. This being the 2.605 acre area of land situated at the southernmost terminus of Sorrell Drive shown on Map Book 2019, page 260 (the "Withdrawn Property").

The Withdrawn Property is free and removed from the coverage of the Declaration, and the Declaration shall not apply to the Withdrawn Property.

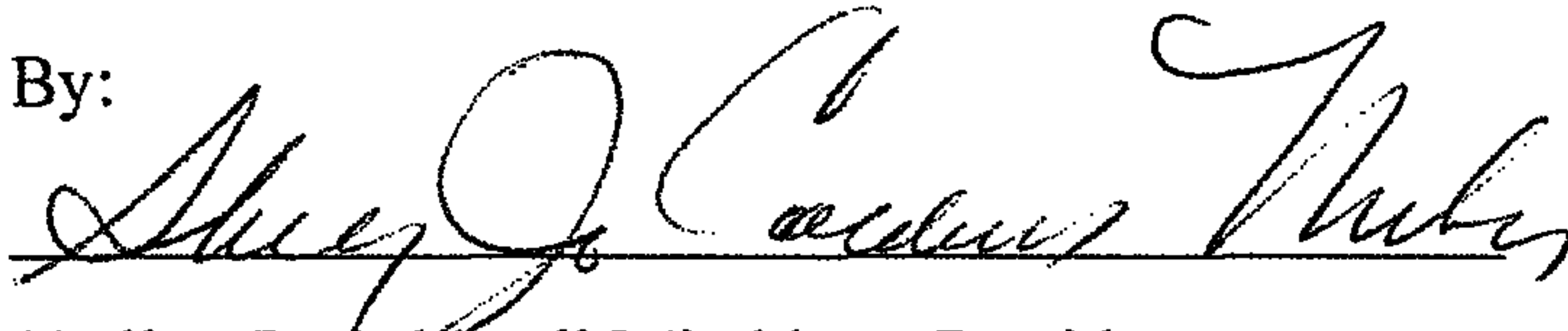
2. The Withdrawn Property is not a Lot shown on the Recorded Plat. This Amendment also serves to clarify the ambiguity that may be contained in the Declaration since the Withdrawn Property was never originally intended to constitute Existing Property, Common Areas, or a Lot, and as such should not be construed to be a part of the property described in Exhibit A to the Declaration and should not be construed to be subject to the Declaration. No portion of the Withdrawn Property has been improved with structures. Declarant is the owner of the Withdrawn Property.

3. In the event of any conflict or inconsistency between the terms of this Amendment and the Declaration, the terms of this Amendment shall prevail, and the term "Declaration" shall hereafter mean the Declaration as modified by this Amendment. Except as herein modified, all terms and provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect throughout the term of the Declaration, and Declarant does ratify and affirm the provisions thereof.

IN WITNESS WHEREOF, the Declarant has executed this Amendment on the day and year set forth in the notary acknowledgment below.

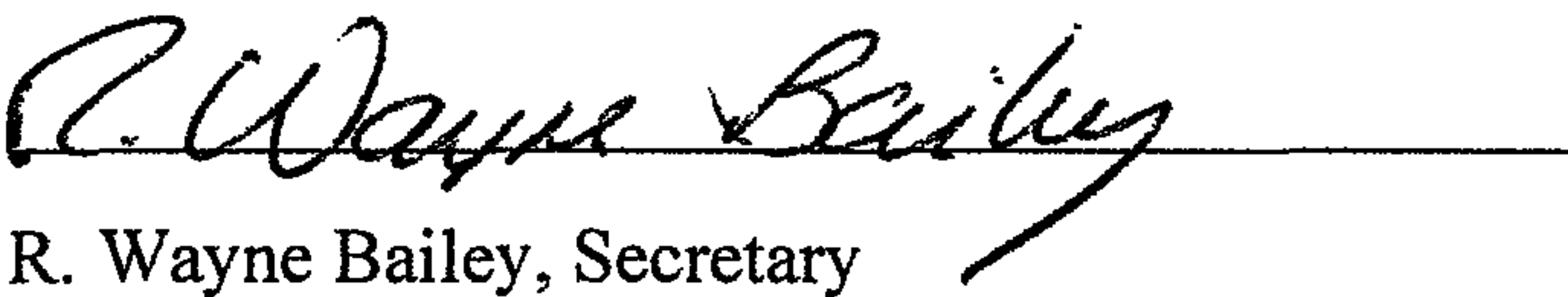
WOODLAND PARK DEVELOPMENT, INC.

By:



Shelley Jo Caldwell Mitchiner, President

Attest:



R. Wayne Bailey, Secretary

[NOTARY ACKNOWLEDGMENT FOLLOWS]

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Shelley Jo Caldwell Mitchiner, President of Woodland Park Development, Inc., and R. Wayne Bailey, Secretary of Woodland Park Development, Inc., personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose(s) stated therein in the capacity(ies) indicated.

Witness my hand and official stamp or seal, this 31 day of March, 2021.

Mary T. Ammons

[Affix Seal/Stamp]

NOTARY PUBLIC

Notary Public Name Printed: Mary T. Ammons

My Commission Expires: 2-5-2023

