

Prepared by and return to: Jeff Latham/McCoy, Weaver, Wiggins, Cleveland & Raper, P.O. Box 2129, Fayetteville, NC 28302.

NORTH CAROLINA

RESTRICTIVE COVENANTS
SECTION I, Richmond Park of Williamsburg
Plantation

ONSLOW COUNTY

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, JOHN KOENIG AND WIFE, MARGARETE KOENIG, hereina sometimes called "Owner" or "Developer", is the owner of all that land designated and known as Section I, Richmond Park of Williamsburg Plantation, as shown on that certain plat recorded in Book 34, Page 63, in the Office of the Register of Deeds of Onslow County, North Carolina; and

WHEREAS, Owner desires to provide the stability and appeal in the development of said land;

NOW, THEREFORE, Owner hereby covenants and agrees to and with all persons, firms and corporations now owning or hereafter acquiring any of the numbered lots included on said plat, that all of said numbered lot shall be and same now are, to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with the said land by whosoever owned, to-wit:

1. **LAND USE AND BUILDING TYPE:** No numbered lot shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than three (3) cars, with a minimum of a one (1) car garage with a parking apron, which garage may contain living quarters for occupancy by domestic servants of the lot owner only and such other outbuildings as may be reasonably appurtenant to the dwelling provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself.

2. **DWELLING COST, QUALITY AND SIZE:** No single-family attached or detached dwelling unit shall be permitted on any such lot or lots which shall give to the improved lot or lots on which the said single-family attached or detached dwelling unit is constructed an appraised valuation of less than One Hundred Thousand and No/100 (\$100,000.00) Dollars; such valuation to be based upon cost levels prevailing at the date these covenants are recorded; it being the intention and purpose of this covenant to provide that all dwellings shall be of quality and workmanship substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum value herein stated for the minimum permitted dwelling size.

No single-story residence or dwelling unit shall be constructed which shall have a heated area living space of less than 1500 square feet. No two-story residence or dwelling unit shall be constructed which shall have heated area living space of less than 1500 square feet of which a minimum of 800 square feet shall be for the first floor of said two-story dwelling. Heated area living space shall mean the ordinary living space in a house which is designed and constructed to be capable of being heated for regular living use in cold weather. In the

computation of floor space, furnace room and exterior storage areas, garage and porches shall not be counted. No residence may be constructed without a garage. Any plan for construction of a detached garage must have the prior approval of the Developer, as set out in Paragraph 21 of these restrictive covenants.

3. BUILDING LOCATION: The building line of any dwelling house or the building appurtenant thereto shall not be less than 35 feet from the lot line which the dwelling house fronts. Interior lot line and side yard set-back requirements shall be as provided in the City of Jacksonville and/or Onslow County Subdivision Regulations governing residential developments. In the event that the regulatory board for the City of Jacksonville and/or Onslow County Commissioners at a later time adopts a "zero lot line" set back for development then that ordinance shall apply to this development. Where a garage or other permitted accessory building is located within 30 feet of the rear property line, then there shall be a 5 foot side yard requirement for the rear 30 feet of the lot. A rear yard set-back requirement of 35 feet shall be maintained for those lots abutting other properties outside this subdivision.

With respect to corner lots, the building line of any dwelling house or unit or the building appurtenant thereto shall not be less than 35 feet from the street on which the dwelling house or unit fronts. The provision of the City of Jacksonville and/or Onslow County Subdivision Regulations governing residential developments shall be complied with in determining the set-back from the side street property line and the required rear yard, if any.

For the purpose of these covenants, eaves and steps shall not be considered as a part of a building; provided however, that this shall not be construed to permit any portion of a building to encroach upon another lot. Open fire escapes, outside stairways, the ordinary projections of chimneys and flues, swimming pools, flag poles, decorative fountains and other similar items are not subject to the building lines so long as they do not obstruct light and ventilation necessary for the structure on the adjoining lot. A variance no more than 10% of the set-back requirements of this covenant shall be deemed to be in compliance with the requirements stated herein.

4. ERECTION OF FENCES AND SIGNS: No fence shall be erected on any lot closer to the front of the lot than the house's rear corner. No fence shall be built within the easement for utilities as set forth in Paragraph 5(a) of these covenants. A minimum three-foot wide gate must be constructed if the fencing is across the "maintenance area" described in Paragraph 5(b) hereof. Fencing traversing a lot shall be parallel with the front lot line. Provided however, that with respect to corner lots, no fencing shall be erected or maintained any closer than forty-five (45) feet from the front property line, not to exceed a ten-foot extension from the back corner of the house (extended from the back line of the house); and in the event a house has already been established on the lot adjacent to the corner lot, no fencing shall be erected on the corner lot any closer to the front of the lot than the distance the front corner of the adjacent structure is from its front property line; in any event, fencing shall be no closer than the house's rear corner. Solid private fences over three (3) feet in height shall not be built within twenty-five (25) feet of a public right-of-way.

No fences, including decorative split-rail fences, are permitted in the front yard of a lot.

5. EASEMENTS:

(a) **For Utilities and Drainage:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage, or which may obstruct or retard the flow of water. All areas indicated as streets and easements on the recorded plat are hereby dedicated to public use for such uses forever;

(b) **For Repairs and Maintenance:** The lot owner having an abutting wall or a wall within five (5) feet of his lot line shall have a five-foot easement along said lot line on

the adjacent lot owner's property for the purpose of repairs and maintenance of said abutting wall or wall within five feet of the lot line where such repairs and maintenance cannot be accomplished otherwise.

(c) For overhangs, extensions and projections: As to lot owners of adjacent lots which have an abutting wall, easements are reserved over those portions of the adjacent lot owner's property that may be necessary or required to accommodate drainage and utilities and overhanging eaves or other cantilevered construction which may encroach upon the adjacent lot owner's property or to air and light space above such other lot owner's property.

(d) For underground cables and/or installation of street lighting: The Developer or their Assigns reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or continuing monthly payment to Carolina Power & Light Company by the owner of each building. Also the County of Onslow may levy special tax assessments against each lot to install street lighting.

6. **ILLEGAL ACTIVITY:** No illegal, noxious or offensive activity shall be permitted or carried on any part of said land, neither shall anything be permitted or done which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, or upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of said land without the required permits issued by the appropriate authority.

7. **ARTESIAN WELLS:** No artesian wells may be drilled or maintained on any building lot without first obtaining the consent of the Developer. The central water supply system provided for the service of said land shall be used as the sole source of water for all water spigots and outlets located within all buildings and improvements located on each building lot. No individual water supply system or well shall be permitted on the building lot except to supply water for air-conditioning or heating installation, irrigation purposes, swimming pools or other exterior use. All lots shall be subject to service charges and fees and any and all assessments levied in connection with the central water supply system service to the respective subject lots.

8. **ANIMALS AND LIVESTOCK:** No animals, livestock or poultry of any kind shall be raised, bred or kept, on the property, except cats, dogs and other common household pets and they shall not exceed three (3) of each, provided that they are not kept, bred or maintained for any commercial purposes. Household pets shall not roam freely, they must remain in the yard or, if not in the yard, on a leash.

9. **AUTOMOBILES:** No automobile or motor vehicle may be dismantled on said property. No mechanically defective automobile or currently unlicensed automobile shall be placed or allowed to remain on said property over ten (10) days. No junked cars shall be placed or allowed to remain on the property.

10. **OBSTRUCTIONS:** The Developer shall have the right, but not the obligation, to remove or require the removal of any fence, wall hedge, shrub, bush, tree or other object, natural or artificial, placed or located on any building plot, if the location of the same will, in the sole judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the access ways.

11. **REGULATE TRAFFIC:** The Developer shall have the right, but not the obligation, from time to time to control and regulate all types of traffic on said access ways, including the right to prohibit use of said access ways by traffic which, in the sole discretion of the Developer, would or might result in damage to said access ways or pavements or other

improvements thereon, and the right, but not the obligation to control and prohibit parking on all or any part of said access ways.

12. **TYPE OF CONSTRUCTION:** No building or other improvement may be constructed with an exterior wall finish of material of concrete or cinder block type construction or shall be finished in asbestos siding shingles.

13. **WINDOW AIR-CONDITIONERS:** No window air-conditioning units shall be installed in a building which faces a road.

14. **UTILITY:** All telephone, electric and other utility lines and connections between the main utility lines and the residence and other buildings located on each building plot shall be located underground.

15. **UTILITY COMPANY:** The Developer reserves the right to subject the real property in this entire subdivision to a contract with the Carolina Power & Light and/or City of Jacksonville, for the installation of underground electric cables and/or the installation of street lighting, either or both, of which may require a continuing monthly payment to the owner of the lot.

16. **TYPE OF RESIDENCE:** No trailer, basement, garage or any outbuilding of any kind, other than a guest house or servant's quarters, even if otherwise permitted hereunder to be or remain on a building lot, shall be used as a residence either temporarily or permanently.

17. **DEVELOPER SIGNS:** Nothing contained in these covenants and restrictions shall prevent the Developer, approved builder, or any person designated by the Developer, from erecting or maintaining such commercial or display signs and such temporary dwelling, model house and other structures as the Developer may deem advisable for development purposes.

18. **SIGNS:** No sign or signs other than a "For Sale" or "For Rent" sign shall be displayed on the property, and these signs shall not exceed five (5) square feet total area.

19. **SWIMMING POOLS:** No swimming pool shall be constructed on any lot unless the proposed location shall have been first approved in writing by the Developer and said pool, with required fence, shall be built in accordance with all applicable City of Jacksonville and/or Onslow County Zoning Ordinances and Regulations. Above ground pools are not permitted.

20. **MAIL BOXES:** No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located, on any building lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Developer. To insure uniformity, the Builder does hereby agree to provide the original mail box post. If at any future time the post becomes damaged or has to be replaced for some other reason, it will be replaced with a post of the same size and material at owner's expense.

21. **APPROVAL OF PLAN:** No construction shall begin on any lot, neither shall any building or other improvement be erected, placed or altered on any lot until the construction plans and specifications and plans showing location of the structure on the individual lot have been approved in writing by the Developer, its successors or assigns. This approval shall be as to the quality of workmanship and materials, harmony of external design with existing structures, and as to the location with respect to topography and finished grade elevation. The Developer may delegate its duties under this paragraph to an architectural committee created for this purpose. Such assignment will be by a document recorded in the office of the Register of Deeds for Onslow County, North Carolina.

22. **RADIO OR TELEVISION AERIALS:** Except as proved below, no radio or television aerial, antenna or satellite dish or any other exterior electronic or electric equipment

or devices of any kind shall be installed or maintained on the exterior of any structure located on a building lot or on any other portion of any building lot. A satellite dish, no greater than eighteen (18) inches in diameter may be installed, as long as it is not visible from the street.

23. **AMENDMENT OF COVENANTS:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owner of the lots has been recorded, agreeing to change said covenants in whole or in part. During the first twenty-five (25) year period, these covenants may be amended in full or in part by an amendment, signed by not less than eighty (80%) percent of the owners of the numbered lots. To be effective, any amendment must be recorded.

24. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages. The Developer, the Williamsburg Plantation Homeowners' Association, or any lot owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure by the Developer or by a lot owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Reference is also hereby made to the Declaration of Covenants, Conditions, and Restrictions recorded in Onslow County Registry, which recording created the Williamsburg Plantation Homeowners' Association. Each lot owner in Richmond Park of Williamsburg Plantation, Section One, is also a member of the Williamsburg Plantation Homeowners' Association.

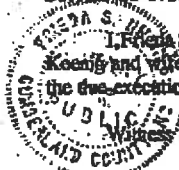
25. **VALIDITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, JOHN KOENIG AND WIFE, MARGARETE KOENIG, has caused this instrument to be signed and sealed this the 7TH day of NOVEMBER, 1996.

[Signature] (SEAL)
JOHN KOENIG

[Signature] (SEAL)
MARGARETE KOENIG

STATE OF NORTH CAROLINA - COUNTY OF CUMBERLAND



I, Frieda S. Hughes, a Notary Public of said County and State, do hereby certify that John Koenig and wife, Margarete Koenig personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the 7TH day of NOVEMBER, 1996
My Commission Expires: 10-8-99
[Signature]
NOTARY PUBLIC

NORTH CAROLINA, Onslow County
The foregoing certificate(s) of Frieda S. Hughes

Notarized Public is (are) notified to be come. This instrument was presented for registration and recorded in this office in Book 1339 Page 153 This 4th day of December 1996 A.D. at 3:51 o'clock P. M.
[Signature] By _____
Notary of Cumberland County

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Prepared by and mail to McCoy, Weaver, Wiggins, Cleveland & Raper/Attn: Jeff Dunham
P.O. Box 2129, Fayetteville, NC 28302

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made and entered into this the 7th day of November, 1996, John Koenig and wife, Margarete Koenig, parties of the first part (hereinafter referred to as "Developer"), and PROSPECTIVE PURCHASERS of lots in Williamsburg Plantation, parties of the second part (hereinafter referred to as "Owners");

WITNESSETH:

WHEREAS, Developer is the owner of all of that tract of real property located in Jacksonville Township, Onslow County, North Carolina, and more particularly described on Exhibit "A" attached hereto and incorporated herein as though fully set out; and

WHEREAS, Developer proposes to sell and convey certain lots in different residential subdivisions within the development Area, which subdivisions, will be shown on separate records and plats as developed, and which shall be used for residential purposes, and Developer desires to develop said subdivisions into a well planned community; and

WHEREAS, Developers, prior to selling and conveying the residential lots in Williamsburg Plantation, desire to impose upon such lots certain mutual and beneficial restrictions, covenants and conditions and charges (hereinafter collectively referred to as "Restrictions") for the benefit and complement of all of the residential lots in the Development Area in order to promote the best interests and protect the investment of Developer and Owners.

NOW, THEREFORE, Developer hereby declares that all numbered lots shown on the plat entitled RICHMOND PARK OF WILLIAMSBURG PLANTATION, recorded in Book 34, at Page 63, in the office of the Register of Deeds of Onslow County, North Carolina, and any additional property within the Development Area, which may be subsequently, subjected to this declaration, are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to this Declaration and to the following Restrictions. This declaration and the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part of parts thereof subject to this Declaration.

**ARTICLE I
DEFINITIONS**

As used herein,

A. "Articles" means the Articles of the Incorporation of Williamsburg Plantation Homeowners Association

B. "Corporation" means Williamsburg Plantation Homeowners Association,

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a North Carolina nonprofit corporation. The "Board of Directors" or "Board" shall be the elected body governing the Corporation and managing the affairs of the Corporation.

C. "Bylaws" means the Bylaws of Williamsburg Plantation Homeowners Association.

D. "Community Use Areas" means all real and personal property, together with those areas within dedicated portions of the Development Area and the Subdivisions, which may be deeded to or acquired by the Corporation for the common enjoyment of the members of the Corporation, including but not limited to the roads in the Subdivision and the "green areas", or as set out on various plots of Subdivision.

E. "Common Expenses" means and includes actual and estimated expenses of maintaining and operating the common area and operating the Corporation for general purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration, the Bylaws and the Articles of Incorporation of the Corporation.

F. "Dedication" means the act of committing a portion of the Development Area or any Subdivision to the purposes of this Declaration.

G. "Developer" means John Koenig and Margarete Koenig, their successors or assigns or any legal entity acquiring ownership of portions of the Development Area heretofore not dedicated with the intent and for the purpose of further development.

H. "Development Area" shall mean that property described in Exhibit "A" attached hereto.

I. "Lot" means a separately numbered tract of land lying within the Subdivision or other dedicated portion of the Development Area and which, according to the plat of that portion recorded at the dedication thereof, may be conveyed by the Developer and owned in fee by the Grantee thereof, and held for such residential uses as are consistent with this Declaration and the Restrictions covering that area wherein the tract is located. No tract of land shall become a "Lot" as that word is used herein until the area on which the same is located is "dedicated" by the recording of a plat of said subdivision. The Owner of all of a numbered Lot may combine such numbered Lot, part or parts of another such numbered Lot and the aggregate shall be considered as one Lot for the purpose of these Restrictions.

J. "Subdivisor", at this point in time means Richmond Park of Williamsburg Plantation and any future residential subdivision developed by Developer in any portion of the Development Area known as Williamsburg Plantation, which residential subdivision has been dedicated pursuant to his Declaration.

**ARTICLE II
APPLICABILITY**

These Restrictions shall apply to all subdivided numbered Lots shown on the aforesaid plat of Richmond Park of Williamsburg Plantation, as recorded in Book 34, Page 63, Onslow County Register; and any additional plats or maps of subdivision of the Development Area, (hereinafter referred to as "Lot" or "Lots"), which Lots are for residential purposes only. These Restrictions shall not be applicable to any unnumbered lands or lands designated on the plat as "Reserved" or other lands of Developer, and Developer is withholding these parcels from these Restrictions pursuant to its general scheme of development, the absence of Restrictions thereupon being intended to allow Developer maximum flexibility in the determination of the development of such

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parcels.

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ARTICLE III

A. A Corporation named Williamburg Plantation Homeowners Association has been or will be formed pursuant to the rules and requirements of the Nonprofit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to own, manage, maintain, and operate the community Use Areas and facilities located upon the Community Use Areas; to enforce the restrictions contained herein; and to make and enforce rules and regulations governing the Owners' use and occupation of Lots.

B. Each Owner of each Lot within a Subdivision shall be a member of the Corporation. The Declarant, by the Declaration, and the Owners of individual Lots by their acceptance of individual deeds thereto, covenant and agree with respect to the corporation:

1. That for so long as each is an Owner of a Lot within a Subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Corporation;
2. That each shall be subject to the rules and regulations of the Corporation regard to ownership of a Lot; and
3. That any unpaid assessment, whether general or special, levied by the Corporation in accordance with these Restrictions, the Articles or the Bylaws shall be a lien upon the Lot upon which such assessment was levied, and shall be the personal obligation of the Owner of the Lot at the time the assessment fell due.

C. Each membership in the Corporation shall relate to and have unity of interest with an individual Lot which may not be separated from ownership of said Lot.

D. The Corporation shall have one class of members who shall be all Owners. Each member shall be entitled to one vote for each Lot owned; provided, however, when more than one person holds an interest in any Lot, all such Persons shall be members and, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote or any fraction of a vote be cast with respect to any Lot.

ARTICLE IV MANAGEMENT AND ADMINISTRATION

The management and administration of the affairs of the Community Use Areas of the Subdivision shall be the sole right and responsibility of the Corporation. The management shall be carried out in accordance with the terms and conditions of these Restrictions, the Articles and the Bylaws of the Corporation, but may be delegated or contracted to managers or management services.

ARTICLE V COMMUNITY EXPENSES

The Community Expenses of a subdivision include:

A. All amounts expended by the Corporation in operating, administering, managing, repairing, replacing and improving the Community Use Areas of a Subdivision; all amounts expended by the Corporation in insuring the Community Use Areas in a Subdivision; all amounts expended by the Corporation for legal, engineering, or architectural fees; all similar

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fees which may be incurred by the Corporation from time to time in performing the functions delegated to the Corporation by these Restrictions; and all amounts expended in any form by the Corporation in enforcing these Restrictions, the Articles or the Bylaws.

B. All amounts expended by the Corporation in carrying out any duty or act within its discretion as may be required or allowed by these Restrictions, the Articles or the Bylaws.

C. All amounts declared to be Community Expenses in the Bylaws or in these Restrictions.

D. All taxes and special assessments which may be levied from time to time by any governmental authority upon the Community Use Areas in a Subdivision.

ARTICLE VI
ANNUAL GENERAL ASSESSMENT

A. The Declarant for each Lot owned, hereby covenants and each Owner of any Lot by acceptance of a deed for same (whether or not it shall be so expressed in such deed) is deemed to covenant and agree to pay to the Corporation annual general assessments or charges as hereinafter provided. The annual general assessments, together with interest, costs and reasonable attorneys' fees shall be a charge and lien on the land and, subject to the provisions of Paragraph 6 of this Article, shall be a continuing lien upon the property against which each such assessment is made. Furthermore, each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title to a Lot unless expressly assumed by them but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such Lot.

B. Until June 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment shall be One Hundred Twenty and No/100 (\$120.00) Dollars per Lot.

1. From and after June of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment may be increased each year not more than ten percent (10%) above the assessment for the previous year without any vote of the membership.

2. From and after June 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment may be increased by an amount greater than ten percent (10%) of the assessment for the previous year provided the proposed increase is approved by a vote of two-thirds (2/3) of the members who are voting in person or by a proxy at a meeting duly called for this purpose.

3. The Board of Directors may fix the annual general assessment at an amount not in excess of the maximum.

4. Once the annual general assessment has been set, notice of the annual general assessment shall be given to all members. After the initial notice of the assessment, the assessment shall become due and payable as provided by the Board of Directors.

C. Written notice of any meeting called for the purpose of taking any action authorized under Paragraph 2(d) shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the

subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

D. The annual general assessments levied by the Corporation shall be used exclusively to improve, maintain and repair the Community use Areas, to pay the expenses of the Corporation, to pay the cost of lighting the Community Use Areas, to pay the cost of any insurance the Corporation determines to purchase and to promote the recreation, health, safety and welfare of the members and to pay taxes levied upon the Community Use Areas.

E. The Corporation shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Corporation setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Corporation as to the status of assessments on a Lot is binding upon the Corporation as of the date of its issuance.

F. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due out from the lien therefor.

ARTICLE VII SPECIAL ASSESSMENTS

Special assessments may be levied against Lots for such reasons as are provided in these Restrictions, the Articles or the Bylaws and on such terms as provided by the Board of Directors or the members. Either the Board of Directors or the members may levy and impose special assessments upon a majority vote. The purposes for which special assessments may be levied include, but are not limited to, providing funds to pay Community Expenses which exceed the general assessment fund then on hand to pay same and providing a contingency fund for capital improvements and extraordinary expenses. Furthermore, special assessments may be assessed against specific Lots. In the event the Owner of a Lot fails to comply with the provisions of Article 12 hereof, the Corporation may perform such task or remedy such matter and levy the cost of such performance against the Owner of such Lot and such Lot as a special assessment.

ARTICLE VIII LIEN FOR ASSESSMENTS

Any general or special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of ten percent (10%) per annum, costs of collection, court costs and reasonable attorneys fees shall constitute a lien against the Lot upon which such assessments is levied. The corporation may record notice of the same in the Office of the Clerk of Superior Court of Onslow County or file a suit to collect such delinquent assessments and charges. The Corporation may file Notice of Lis Pendens, bring an action at law against the Owner personally obligated to pay the same and/or bring an action foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein.

ARTICLE IX COMPLIANCE WITH THIS DECLARATION, THE ARTICLES AND THE BYLAWS OF THE CORPORATION

In the case of failure of a Lot Owner to comply with the terms and provisions contained in this Declaration, the Articles or the Bylaws of the Corporation, the following relief shall be available:

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A. The Corporation, an aggrieved Lot Owner or Owners within a Subdivision on behalf of the Corporation, or any Lot Owner on behalf of all the Lot Owners within a Subdivision shall have the right to bring an action and recover sums due, damages, injunctive relief, and/or such other and further relief as may be just and appropriate.

B. The Corporation shall have the right to remedy the violation and assess the costs of remedying same upon the offending Lot Owner as a special assessment.

C. If the violation or the nonpayment of any general or special assessment, the Corporation shall have the right to suspend the offending Owner's voting rights and the use by such Owner, his agents, employees and invitees of the Community Use Areas in a Subdivision for any period during which an assessment against the Lot remains unpaid.

D. The remedies provided by this Article are cumulative, and are in addition to any other remedies provided by law.

E. The failure of the Corporation or any person to enforce any restriction contained in these Restrictions, the Articles or the Bylaws shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.

Prior to availing itself of the relief specified herein, the Corporation shall follow the hearing procedures as set forth in the Bylaws.

ARTICLE X
PROPERTY RIGHTS OF OWNER, CROSS-EASEMENTS, AND
EXCEPTIONS AND RESERVATIONS BY DECLARANT

A. Every Owner of a Lot within a Subdivision, as an appurtenance to such Lot, shall have a perpetual easement over and upon the Community Use Areas within a Subdivision for each and every purpose or use to which such Community Use Areas were intended as determined by their type, or for which such Community Use Areas generally are used. Such easements shall be appurtenant to and shall pass with the title to every Lot located within a Subdivision, whether or not specifically included in a deed thereto, subject to the following provisions:

1. The Corporation shall have the right to make reasonable rules and regulations respecting the use of same.

2. The Corporation shall have the right to suspend the voting rights of a Lot Owner and his right to use the Community Use Areas within a Subdivision for any period during which any due assessment against such Owner's Lot remains unpaid as is provided in Article 9 hereof, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.

3. The Corporation shall have the right to charge reasonable admission and other fees for the use of any recreation facility situated upon the Community Use Areas.

B. The Corporation hereinafter may grant easements for utility purposes for the benefit of a Subdivision and the Lots now or hereafter located thereon, over, under, along and through the Community Use Areas. Provided, however, that no such grant of easement shall have a material adverse effect on the use, enjoyment or value of any Lot.

C. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Community Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

D. Developer shall have the right, at its election, without the consent of any owner or owners, to bring within the coverage and operation of these Restrictions additional properties within the Development area as may be developed in the future. The addition to property authorized hereby shall be made by filing of record in the Office of the Register of Deeds of Onslow County, North Carolina, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of this Declaration to such additional property. The Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or appropriate in the sole judgment of the Developer to reflect the different character, if any, of the added properties and as are not inconsistent with the plan, intent and spirit of this Declaration.

This Declaration, and all matters relating thereto shall be governed and construed and interpreted in accordance with the laws of North Carolina except to the extent that such laws may be preempted by any law, regulations or rule of the United States or any agency thereof.

Invalidation of any one or more of the provisions of this Declaration shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

IN WITNESS WHEREOF, John Koenig and Margarete Koenig have executed this Declaration of Covenants, Condition and Restrictions the day and year first above written.

John Koenig (SEAL)
JOHN KOENIG

Margarete Koenig (SEAL)
MARGARETE KOENIG

STATE OF NORTH CAROLINA - COUNTY OF CUMBERLAND

I, Frieda S. Hughes, Notary Public of said County and State, do hereby certify that John Koenig and wife, Margarete Koenig personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this the 7TH day of NOVEMBER, 1996.

My Commission Expires: 10-8-99

Frieda S. Hughes
NOTARY PUBLIC

EXHIBIT "A"
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JOHN KOENIG/OLD WOODLANDS TRACT
APPROXIMATE 1650 ACRES
JACKSONVILLE TWP., OBLOW COUNTY, NORTH CAROLINA

Commencing at a point where the Southwestern right of way of NCSR 1308 (commonly known as Gun Branch Road - 88 foot right of way) intersects the Northwestern right of way of Plantation Boulevard; and running thence along the said Southwestern right of way of NCSR 1308 in a general Northwesterly direction approximately 1643.00 feet to a point located along the run of Royal Creek, said point also being THE TRUE POINT OF BEGINNING; thence from the described beginning and leaving the said Southwestern right of way of NCSR 1308 and running along the run of Royal Creek the following courses and distances: South 16 degrees 14 minutes 02 seconds West 152.14 feet to a point, thence South 32 degrees 20 minutes 20 seconds West 196.61 feet to a point, thence South 46 degrees 19 minutes 35 seconds West 276.36 feet to a point, thence South 15 degrees 17 minutes 11 seconds West 211.99 feet to a point, South 76 degrees 32 minutes 35 seconds West 146.92 feet to a point, thence South 48 degrees 32 minutes 13 seconds West 129.42 feet to a point thence South 11 degrees 43 minutes 16 seconds West 229.66 feet to a point, thence South 11 degrees 36 minutes 58 seconds West 91.83 feet to a point, thence South 17 degrees 01 minutes 56 seconds West 164.24 feet to a point, thence South 48 degrees 12 minutes 11 seconds West 131.65 feet to a point, thence South 35 degrees 30 minutes 35 seconds West 111.80 feet to a point, thence South 45 degrees 32 minutes 31 seconds West 206.18 feet to a point, thence South 41 degrees 15 minutes 36 seconds West 254.30 feet to a point, thence South 12 degrees

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20 minutes 49 seconds East 20.78 feet to a point, thence South
 00 degrees 57 minutes 59 seconds East 273.33 feet to a point,
 thence South 69 degrees 49 minutes 53 seconds East 141.47 feet to
 a point, thence South 13 degrees 59 minutes 02 seconds West
 207.71 feet to a point, thence South 01 degree 14 minutes 33
 seconds East 401.77 feet to a point, thence South 45 degrees 43
 minutes 04 seconds West 176.8 feet to a point, thence South 47
 degrees 37 minutes 44 seconds West 174.27 feet to a point, thence
 South 02 degrees 07 minutes 7 seconds West 151.36 feet to a
 point, thence South 52 degrees 23 minutes 19 seconds West 278.64
 feet to a point, thence South 27 degrees 20 minutes 46 seconds
 East 61.53 feet to a point, thence South 55 degrees 35 minutes 24
 seconds West 147.68 feet to a point, thence South 55 degrees 38
 minutes 11 seconds West 207.81 feet to a point, thence South 57
 degrees 57 minutes 13 seconds West 371.31 feet to a point, thence
 South 31 degrees 27 minutes 11 seconds West 132.86 feet to a
 point, thence South 27 degrees 02 minutes 16 seconds West 139.88
 feet to a point, thence South 11 degrees 20 minutes 39 seconds
 West 568.42 feet to a point, thence South 58 degrees 34 minutes
 07 seconds East 57.56 feet to a point, thence South 16 degrees 50
 minutes 02 seconds East 483.30 feet to a point, thence South 46
 degrees 22 minutes 21 seconds West 60.71 feet to a point, thence
 South 01 degree 50 minutes 38 seconds East 50.65 feet to a
 point, thence South 59 degrees 18 minutes 55 seconds West 44.95
 feet to a point, thence South 3 degrees 30 minutes 10 seconds
 West 1213.80 feet to a point, thence South 73 degrees 21 minutes
 50 seconds West 548.28 feet to a point, thence South 14 degrees

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00 minutes 21 seconds West 206.57 feet to a point, thence South
 15 degrees 40 minutes 40 seconds East 51.56 feet to a point,
 thence South 23 degrees 28 minutes 52 seconds East 57.85 feet to
 a point, thence South 39 degrees 59 minutes 07 seconds West 59.98
 feet to a point, thence South 68 degrees 05 minutes 07 seconds
 West 54.57 feet to a point, thence South 23 degrees 57 minutes 43
 seconds West 51.92 feet to a point, thence South 42 degrees 35
 minutes 08 seconds West 40.99 feet to a point, thence South 23
 degrees 01 minutes 01 seconds East 64.70 feet to a point, thence
 South 38 degrees 03 minutes 21 seconds West 47.72 feet to a
 point, thence South 01 degrees 38 minutes 05 seconds West 58.06
 feet to a point, thence South 25 degrees 53 minutes 37 seconds
 East 98.89 feet to a point, thence South 52 degrees 39 minutes 42
 seconds West 58.62 feet to a point, thence South 42 degrees 44
 minutes 24 seconds West 44.52 feet to a point, thence South 61
 degrees 34 minutes 30 seconds West 35.41 feet to a point, thence
 South 27 degrees 38 minutes 05 seconds West 55.89 feet to a
 point, thence South 01 degrees 20 minutes 08 seconds West 47.29
 feet to a point, thence South 17 degrees 06 minutes 29 seconds
 West 34.45 feet to a point, thence South 05 degrees 11 minutes 50
 seconds East 26.11 feet to a point, thence South 53 degrees 33
 minutes 49 seconds West 89.66 feet to a point, thence South 06
 degrees 21 minutes 45 seconds West 90.30 feet to a point, thence
 South 36 degrees 07 minutes 31 seconds West 53.34 feet to a
 point, thence South 78 degrees 32 minutes 04 seconds West 71.50
 feet to a point, thence South 32 degrees 45 minutes 27 seconds
 West 93.72 feet to a point, thence South 22 degrees 34 minutes 51

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seconds West 167.42 feet to a point, thence South 36 degrees 17 minutes 12 seconds West 40.10 feet to a point, thence South 16 degrees 20 minutes 38 seconds East 75.72 feet to a point, thence South 04 degrees 01 minutes 45 seconds West 146.85 feet to a point, thence South 02 degrees 31 minutes 01 seconds West 91.01 feet to a point, thence South 08 degrees 01 minutes 38 seconds East 78.77 feet to a point, thence South 29 degrees 51 minutes 51 seconds West 178.73 feet to a point, thence South 65 degrees 04 minutes 27 seconds West 265.75 feet to a point, thence South 08 degrees 14 minutes 47 seconds West 209.16 feet to a point, thence South 25 degrees 33 minutes 16 seconds East 127.48 feet to a point, thence South 02 degrees 12 minutes 10 seconds West 130.10 feet to a point, thence South 59 degrees 44 minutes 37 seconds West 138.92 feet to a point, thence South 01 degrees 49 minutes 27 seconds West 157.08 feet to a point, thence South 36 degrees 03 minutes 36 seconds West 22.81 feet to a point, thence South 33 degrees 04 minutes 07 seconds West 112.78 feet to a point, thence South 00 degrees 00 minutes 0 seconds West 230.00 feet to a point, thence South 29 degrees 10 minutes 03 seconds East 246.22 feet to a point, thence South 01 degrees 55 minutes 29 seconds East 295.17 feet to a point, thence South 19 degrees 51 minutes 19 seconds East 191.38 feet to a point, thence South 12 degrees 10 minutes 17 seconds West 264.86 feet to a point, thence South 44 degrees 21 minutes 22 seconds East 314.68 feet to a point, thence South 90 degrees 00 minutes 00 seconds West 290.00 feet to a point located along the bank of New River; thence leaving the run of Royal Creek and running along the bank of New River the

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Following courses and distances: North 82 degrees 49 minutes 09 seconds West 398.15 feet to a point, thence North 67 degrees 27 minutes 25 seconds West 573.85 feet to a point, thence North 60 degrees 16 minutes 21 seconds West 177.55 feet to a point, thence South 78 degrees 41 minutes 24 seconds West 101.98 feet to a point, thence South 4 degrees 39 minutes 22 seconds West 162.79 feet to a point, thence South 32 degrees 37 minutes 11 seconds West 130.00 feet to a point, thence South 14 degrees 02 minutes 10 seconds East 82.46 feet to a point, thence South 63 degrees 26 minutes 06 seconds West 67.08 feet to a point, thence South 49 degrees 05 minutes 08 seconds West 198.49 feet to a point, thence South 53 degrees 58 minutes 21 seconds West 136.01 feet to a point; thence South 83 degrees 39 minutes 35 seconds West 90.55 feet to a point, thence North 65 degrees 13 minutes 30 seconds West 143.18 feet to a point, thence North 34 degrees 59 minutes 31 seconds West 122.07 feet to a point, thence North 08 degrees 07 minutes 48 seconds East 70.71 feet to a point, thence North 79 degrees 52 minutes 31 seconds East 142.21 feet to a point, thence North 29 degrees 44 minutes 42 seconds East 120.93 feet to a point, thence North 13 degrees 37 minutes 37 seconds East 169.78 feet to a point, thence North 90 degrees 00 minutes 00 seconds East 315.00 feet to a point, thence North 05 degrees 42 minutes 38 seconds West 150.75 feet to a point, thence North 05 degrees 56 minutes 49 seconds East 241.30 feet to a point, thence North 09 degrees 41 minutes 20 seconds West 207.97 feet to a point, thence North 31 degrees 36 minutes 27 seconds West 238.96 feet to a point, thence North 5 degrees 11 minutes 40 seconds West 78.10

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feet to a point, thence North 37 degrees 34 minutes 07 seconds
 West 82.01 feet to a point, thence North 58 degrees 34 minutes 14
 seconds West 421.90 feet to a point, thence North 39 degrees 54
 minutes 28 seconds West 358.50 feet to a point, thence North 25
 degrees 14 minutes 36 seconds West 386.94 feet to a point, thence
 North 45 degrees 00 minutes 00 seconds West 268.70 feet to a
 point, thence North 77 degrees 39 minutes 39 seconds West 163.78
 feet to a point, thence South 56 degrees 58 minutes 34 seconds
 West 119.27 feet to a point, thence South 36 degrees 01 minutes
 30 seconds West 68.01 feet to a point, thence South 53 degrees 58
 minutes 21 seconds West 68.0 feet to a point, thence South 45
 degrees 00 minutes 00 seconds West 70.71 feet to a point, thence
 South 29 degrees 03 minutes 7 seconds West 154.43 feet to a
 point, thence South 87 degrees 33 minutes 48 seconds West 235.21
 feet to a point, thence North 75 degrees 12 minutes 12 seconds
 West 274.89 feet to a point, thence South 79 degrees 41 minutes
 43 seconds West 111.80 feet to a point, thence South 72 degrees
 10 minutes 52 seconds West 17.08 feet to a point, thence South
 61 degrees 56 minutes 39 seconds West 85.00 feet to a point,
 thence North 82 degrees 52 minutes 30 seconds West 40.31 feet to
 a point, thence South 52 degrees 35 minutes 41 seconds West
 107.00 feet to a point, thence South 81 degrees 01 minutes 38
 seconds West 96.18 feet to a point, thence South 43 degrees 09
 minutes 09 seconds West 109.6 feet to a point, thence South 72
 degrees 53 minutes 50 seconds West 68.01 feet to a point, thence
 South 25 degrees 51 minutes 51 seconds West 365.74 feet to a
 point, thence South 84 degrees 17 minutes 22 seconds West 50.25

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feet to a point, thence South 07 degrees 21 minutes 09 seconds
 East 156.28 feet to a point, thence South 12 degrees 03 minutes
 41 seconds West 429.5 feet to a point, thence South 26 degrees
 01 minutes 46 seconds West 239.27 feet to a point, thence South
 56 degrees 18 minutes 35 seconds West 54.08 feet to a point,
 thence South 35 degrees 32 minutes 16 seconds West 129.03 feet to
 a point, thence South 51 degrees 33 minutes 25 seconds West
 136.47 feet to a point, thence South 79 degrees 41 minutes 43
 seconds West 111.60 feet to a point, thence North 04 degrees 33
 minutes 25 seconds West 105.47 feet to a point, thence North 73
 degrees 18 minutes 03 seconds West 104.46 feet to a point, thence
 North 49 degrees 23 minutes 55 seconds West 184.39 feet to a
 point, thence North 59 degrees 32 minutes 04 seconds West 96.61
 feet to a point, thence North 46 degrees 44 minutes 08 seconds
 West 350.18 feet to a point, thence North 36 degrees 28 minutes
 09 seconds West 143.66 feet to a point, thence North 00 degrees
 00 minutes 00 seconds East 65.00 feet to a point, thence North 14
 degrees 32 minutes 04 seconds West 139.46 feet to a point, thence
 North 31 degrees 25 minutes 46 seconds West 105.47 feet to a
 point, thence North 51 degrees 20 minutes 25 seconds West 129.06
 feet to a point, thence North 18 degrees 26 minutes 06 seconds
 West 94.87 feet to a point, thence North 07 degrees 07 minutes 30
 seconds East 241.87 feet to a point, thence North 00 degrees 00
 minutes 00 seconds East 160.00 feet to a point, thence North 19
 degrees 17 minutes 24 seconds West 105.95 feet to a point, thence
 North 16 degrees 33 minutes 25 seconds West 193.00 feet to a
 point, thence North 17 degrees 21 minutes 14 seconds West 63.61

3 *

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feet to a point, thence North 07 degrees 07 minutes 30 seconds
 West 120.93 feet to a point, thence North 19 degrees 39 minutes
 14 seconds West 74.33 feet to a point, thence North 08 degrees 35
 minutes 01 seconds West 264.00 feet to a point, thence North 05
 degrees 11 minutes 40 seconds West 220.91 feet to a point, thence
 North 17 degrees 20 minutes 21 seconds East 163.78 feet to a
 point, thence North 05 degrees 43 minutes 38 seconds West 50.25
 feet to a point, thence North 17 degrees 48 minutes 41 seconds
 East 353.73 feet to a point thence North 43 degrees 31 minutes
 52 seconds East 137.93 feet to a point, thence North 68 degrees
 11 minutes 55 seconds East 15.41 feet to a point, thence North
 61 degrees 52 minutes 35 seconds East 320.82 feet to a
 point, thence South 58 degrees 29 minutes 43 seconds East 161.80
 feet to a point, thence South 82 degrees 52 minutes 30 seconds
 East 201.56 feet to a point, thence South 60 degrees 36 minutes
 43 seconds East 154.43 feet to a point, thence South 82 degrees
 11 minutes 05 seconds East 27.39 feet to a point, thence North
 67 degrees 53 minutes 25 seconds East 345.40 feet to a point,
 thence North 47 degrees 12 minutes 09 seconds East 183.98 feet to
 a point, thence North 22 degrees 22 minutes 48 seconds East 91.92
 feet to a point, thence North 03 degrees 10 minutes 47 seconds
 West 180.28 feet to a point, thence North 45 degrees 00 minutes
 00 seconds East 183.85 feet to a point, thence North 14 degrees 02
 minutes 10 seconds East 82.46 feet to a point, thence North 35
 degrees 32 minutes 16 seconds West 96.02 feet to a point, thence
 South 87 degrees 08 minutes 11 seconds West 100.12 feet to a
 point, thence North 36 degrees 52 minutes 12 seconds West 50.00

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feet to a point, thence North 04 degrees 45 minutes 49 seconds
 East 60.21 feet to a point, thence North 24 degrees 56 minutes 38
 seconds East 237.12 feet to a point, thence North 42 degrees 52
 minutes 44 seconds East 95.52 feet to a point, thence North 82
 degrees 51 minutes 45 seconds East 100.12 feet to a point, thence
 North 34 degrees 54 minutes 31 seconds West 61.03 feet to a
 point; thence leaving the said bank of New River and running
 North 55 degrees 45 minutes 00 seconds East 2868.36 feet to a
 point, thence North 81 degrees 15 minutes 00 seconds East 630.38
 feet to a point; thence North 59 degrees 30 minutes 00 seconds
 East 2260.58 feet to a point; thence North 74 degrees 15 minutes
 08 seconds East 234.96 feet to a point located along the run of
 Hardy White Branch; thence along the run of Hardy White Branch
 the following courses and distances: thence North 87 degrees 58
 minutes 05 seconds West 67.99 feet to a point, thence North 87
 degrees 57 minutes 16 seconds West 140.09 feet to a point, thence
 North 84 degrees 17 minutes 22 seconds West 50.25 feet to a
 point, thence North 15 degrees 15 minutes 18 seconds West 57.01
 feet to a point, thence North 18 degrees 26 minutes 06 seconds
 West 94.87 feet to a point, thence North 41 degrees 49 minutes 13
 seconds West 127.47 feet to a point, thence North 37 degrees 52
 minutes 36 seconds West 57.01 feet to a point, thence North 29
 degrees 44 minutes 42 seconds West 80.82 feet to a point, thence
 North 05 degrees 11 minutes 40 seconds West 85.23 feet to a
 point, thence North 10 degrees 18 minutes 17 seconds West 55.90
 feet to a point, thence North 48 degrees 21 minutes 59 seconds
 West 60.21 feet to a point, thence North 24 degrees 18 minutes 16

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seconds West 170.07 feet to a point, thence North 43 degrees 00 minutes 00 seconds West 162.63 feet to a point, thence South 84 degrees 17 minutes 22 seconds West 59.25 feet to a point, thence North 49 degrees 23 minutes 55 seconds West 46.10 feet to a point, thence South 90 degrees 00 minutes 00 seconds West 55.00 feet to a point, thence North 88 degrees 07 minutes 48 seconds West 76.71 feet to a point, thence South 80 degrees 32 minutes 16 seconds West 30.41 feet to a point, thence South 56 degrees 18 minutes 36 seconds West 54.8 feet to a point, thence South 18 degrees 26 minutes 06 seconds West 47.43 feet to a point, thence South 90 degrees 00 minutes 30 seconds West 60.00 feet to a point, thence South 56 degrees 18 minutes 36 seconds West 36.06 feet to a point, thence South 15 degrees 15 minutes 18 seconds West 87.01 feet to a point, thence South 68 degrees 11 minutes 55 seconds West 80.78 feet to a point, thence South 51 degrees 20 minutes 25 seconds West 160.8 feet to a point, thence South 55 degrees 49 minutes 17 seconds West 155.32 feet to a point, thence South 90 degrees 00 minutes 10 seconds West 65.00 feet to a point, thence South 56 degrees 18 minutes 36 seconds West 106.17 feet to a point, thence South 81 degrees 38 minutes 03 seconds West 171.83 feet to a point, thence North 63 degrees 25 minutes 06 seconds West 95.90 feet to a point, thence North 36 degrees 34 minutes 23 seconds West 193.0 feet to a point, thence North 75 degrees 10 minutes 25 seconds West 175.85 feet to a point, thence South 51 degrees 50 minutes 3 seconds West 179.04 feet to a point, thence South 58 degrees 44 minutes 11 seconds West 163.78 feet to a point, thence South 37 degrees 44 minutes 38 seconds

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West 198.02 feet to a point, thence North 89 degrees 22 minutes 36 seconds West 460.3 feet to a point, thence North 45 degrees 00 minutes 00 seconds West 176.78 feet to a point, thence North 82 degrees 30 minutes 15 seconds West 191.64 feet to a point, thence North 30 degrees 31 minutes 39 seconds West 110.11 feet to a point, thence South 68 degrees 44 minutes 58 seconds West 193.13 feet to a point, thence South 90 degrees 00 minutes 00 seconds West 65.02 feet to a point, thence North 56 degrees 18 minutes 36 seconds West 198.30 feet to a point, thence South 85 degrees 14 minutes 11 seconds West 60.21 feet to a point, thence South 32 degrees 00 minutes 19 seconds West 141.51 feet to a point located along the run of New River; thence leaving the run of Hardy White Branch and running along the run of New River the following courses and distances: North 11 degrees 18 minutes 36 seconds West 76.48 feet to a point, thence North 03 degrees 10 minutes 47 seconds East 90.14 feet to a point, thence North 13 degrees 08 minutes 02 seconds West 154.03 feet to a point, thence North 30 degrees 27 minutes 55 seconds West 295.85 feet to a point, thence North 11 degrees 40 minutes 00 seconds West 248.24 feet to a point, thence North 10 degrees 37 minutes 11 seconds East 162.79 feet to a point, thence North 24 degrees 20 minutes 28 seconds West 230.45 feet to a point, thence North 32 degrees 34 minutes 27 seconds West 213.60 feet to a point, thence North 09 degrees 00 minutes 00 seconds East 73.00 feet to a point, thence North 16 degrees 23 minutes 23 seconds West 88.60 feet to a point, thence North 74 degrees 32 minutes 20 seconds West 487.65 feet to a point, thence North 49 degrees 23 minutes 55 seconds

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West 92.19 feet to a point, thence North 23 degrees 48 minutes 21 seconds West 185.81 feet to a point located along the run of Orchard Branch; thence leaving the run of New River and running along the run of Orchard Branch the following courses and distances: North 48 degrees 21 minutes 59 seconds East 120.42 feet to a point, thence North 26 degrees 33 minutes 54 seconds East 55.90 feet to a point, thence North 65 degrees 13 minutes 30 seconds East 71.59 feet to a point, thence North 37 degrees 28 minutes 34 seconds East 189.31 feet to a point, thence North 61 degrees 55 minutes 39 seconds East 85.00 feet to a point, thence North 42 degrees 20 minutes 13 seconds East 304.38 feet to a point, thence North 38 degrees 22 minutes 03 seconds East 153.05 feet to a point, thence North 20 degrees 20 minutes 49 seconds East 494.03 feet to a point, thence North 24 degrees 08 minutes 49 seconds East 81.43 feet to a point, thence North 30 degrees 01 minutes 26 seconds East 272.40 feet to a point, thence North 45 degrees 39 minutes 10 seconds East 71.25 feet to a point, thence North 29 degrees 59 minutes 2 seconds East 118.45 feet to a point, thence North 44 degrees 39 minutes 45 seconds East 111.90 feet to a point, thence North 00 degrees 00 minutes 00 seconds East 125.00 feet to a point, thence North 16 degrees 13 minutes 25 seconds East 193.00 feet to a point, thence North 09 degrees 27 minutes 44 seconds West 15.07 feet to a point, thence North 23 degrees 37 minutes 46 seconds East 174.64 feet to a point, thence North 42 degrees 57 minutes 16 seconds East 198.12 feet to a point, thence North 84 degrees 38 minutes 39 seconds East 160.70 feet to a point, thence South 71 degrees 04 minutes 31.

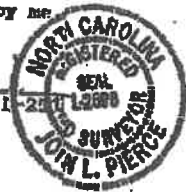
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seconds East 185.00 feet to a point, thence South 54 degrees 09 minutes 44 seconds East 111.02 feet to a point, thence South 40 degrees 30 minutes 35 seconds East 92.42 feet to a point, thence South 17 degrees 13 minutes 33 seconds East 234.02 feet to a point, thence South 6 degrees 53 minutes 01 seconds East 133.02 feet to a point, thence South 87 degrees 39 minutes 06 seconds East 75.92 feet to a point, thence South 87 degrees 30 minutes 06 seconds East 57.01 feet to a point, thence North 24 degrees 42 minutes 32 seconds East 55.73 feet to a point, thence North 34 degrees 42 minutes 32 seconds East 87.63 feet to a point, thence North 75 degrees 36 minutes 50 seconds East 100.22 feet to a point, thence North 41 degrees 39 minutes 47 seconds East 158.07 feet to a point, thence North 36 degrees 38 minutes 42 seconds East 113.87 feet to a point; thence leaving the run of Orchard Branch and running North 55 degrees 25 minutes 09 seconds East 1149.16 feet to a point; thence North 33 degrees 27 minutes 24 seconds East 1511.09 feet to a point; thence South 32 degrees 18 minutes 36 seconds East 1396.46 feet to a point; thence North 37 degrees 41 minutes 36 seconds East 2248.02 feet to a point located along the said southwestern right of way of MCHR 1306; thence along the said southwestern right of way of MCHR 1306 the following courses and distances: South 43 degrees 39 minutes 16 seconds East 132.10 feet to a point, thence South 25 degrees 23 minutes 59 seconds East 102.04 feet to a point, thence South 21 degrees 48 minutes 06 seconds East 2575.22 feet to a point, thence South 19 degrees 53 minutes 10 seconds East 131.92 feet to a point, thence South 2 degrees 43 minutes 03 seconds East

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100.44 feet to a point, thence South 32 degrees 26 minutes 25 seconds East 100.06 feet to a point, thence South 35 degrees 29 minutes 44 seconds East 103.14 feet to a point, thence South 39 degrees 10 minutes 38 seconds East 100.97 feet to a point, thence South 41 degrees 58 minutes 20 seconds East 101.18 feet to a point, thence South 44 degrees 49 minutes 05 seconds East 100.46 feet to a point, thence South 45 degrees 05 minutes 20 seconds East 234.76 feet to the point and place of beginning. Containing approximately 1650 acres and being a portion of the property described in Deed Book 1084 Page 620 of the Onslow County Registry. The courses contained herein are correct in angular relationship and is referenced to North as per Deed Book 1054 Page 620 of the Onslow County Registry. This description was prepared from a variety of sources. The composite of information may not be reliable as accurate survey data or for other surveying uses. This description was not prepared by an actual field survey performed by me.

John L. Pierce
 JOHN L. PIERCE, R.L.S., I
 August 4, 1995



LESS AND EXCEPT the following described property:

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JOHN KOENIG
110.58 ACRE TRACT
JACKSONVILLE TWP., ONSLOW COUNTY, NORTH CAROLINA

Commencing at a point where the southwestern right of way of NCSR 1308 (commonly known as Gum Branch Road - 89 foot right of way) intersects the Northwestern right of way of Plantation Boulevard; and running thence along the said Southwestern right of way of NCSR 1308 in a general Northwesterly direction approximately 1643.00 feet to a point located along the run of Royal Creek, said point also being THE TRUE POINT OF BEGINNING: thence from the described beginning and leaving the said Southwestern right of way of NCSR 1308 and running along the run of Royal Creek the following courses and distances: South 16 degrees 14 minutes 02 seconds West 152.14 feet to a point, thence South 32 degrees 20 minutes 20 seconds West 196.61 feet to a point, thence South 46 degrees 19 minutes 36 seconds West 276.36 feet to a point, thence South 15 degrees 17 minutes 11 seconds West 211.99 feet to a point, thence South 76 degrees 32 minutes 35 seconds West 148.92 feet to a point, thence South 38 degrees 32 minutes 13 seconds West 129.42 feet to a point thence South 11 degrees 43 minutes 16 seconds West 189.59 feet to a point; thence leaving the run of Royal Creek and running North 42 degrees 27 minutes 03 seconds West 1095.05 feet to a point; thence North 26 degrees 39 minutes 05 seconds West 30.36 feet to a point; thence North 23 degrees 25 minutes 34 seconds West 3170.96 feet to a point; thence North 57 degrees 41 minutes 36 seconds East 1200.00 feet to a point located along the said Southwestern right of way of NCSR 1308; thence along the said Southwestern right of way of NCSR 1308 the following courses and distances: South 43 degrees 39 minutes 16 seconds East 132.10 feet to a point, thence South 25 degrees 23 minutes 59 seconds East 102.04 feet to a point, thence South 21 degrees 48 minutes 06 seconds East 2575.22 feet to a point, thence South 19 degrees 53 minutes 10 seconds East 31.92 feet to a point, thence South 26 degrees 43 minutes 03 seconds East 106.44 feet to a point, thence South 32 degrees 26 minutes 25

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seconds East 100.06 feet to a point, thence South 35 degrees 29 minutes 44 seconds East
 103.34 feet to a point, thence South 39 degrees 18 minutes 38 seconds East 100.97 feet to
 a point, thence South 41 degrees 58 minutes 20 seconds East 101.18 feet to a point,
 thence South 44 degrees 49 minutes 08 seconds East 100.46 feet to a point, thence South
 43 degrees 05 minutes 20 seconds East 24.76 feet to the point and place of beginning.
 Containing 110.38 acres and being a portion of the property described in Deed Book 1054
 Page 620 of the Onslow County Registry. The courses contained herein are correct in
 angular relationship and is referenced to forth as per Deed Book 1054 Page 620 of the
 Onslow County Registry.

JLP
 JOHN L. PIERCE, R.L.S., L-259



May 29, 1997

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The undersigned hereby consents to the inclusion of the foregoing on Lots 4, 5, 6, 7, 8, 9, 10, 11, 97, 122, 123, and 139, Richmond Park, Section I of Williamsburg Plantation and subjects the lots to said restrictions.

JOHN KOENIG, INC.

[Signature]
John S. Koenig, President (SEAL)

ATTEST:

[Signature]
Margaret Koenig, Secretary
(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF Chamberlain

I, a Notary Public of the County and State aforesaid, certify that Margaret Koenig, personally came before me this day and acknowledged that she is Secretary of John Koenig, Inc., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Secretary.

WITNESS my hand and official seal, this 30 day of May, 1997.

JANICE E. CHEN
NOTARY
PUBLIC
CHAMBERLAIN COUNTY, NC
Expires June 28, 1997

[Signature]
Notary Public

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The undersigned hereby consents to the inclusion of the foregoing on Lot 4, Richmond Park, Section 1 of Williamsburg Plantation and subjects the lots to said restrictions.

Forest E. Spencer, Jr.
by Cheryl L. Spencer, Attorney in Fact
Forest E. Spencer, Jr.
by Cheryl L. Spencer, Attorney in Fact

Cheryl L. Spencer (SEAL)
Cheryl L. Spencer

STATE OF North Carolina
COUNTY OF Onslow

I, a Notary Public for said County and State, do hereby certify that Cheryl L. Spencer, personally and as attorney in fact for Forest E. Spencer, Jr., appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument for and in behalf of herself and the said Forest E. Spencer, Jr. and that her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in Book 1373 at Page 28. In the Office of the Register of Deeds of Onslow County, on the 30th day of May, 1997 and that this instrument was executed under and by virtue of the authority given by said Power of Attorney; that the said Cheryl L. Spencer acknowledged the due execution of the foregoing and annexed instrument for the purposes therein established for and in behalf of herself and the said Forest E. Spencer, Jr..

Witness my hand and official stamp and seal, this the 28th day of May, 1997.



Lucinda M. Rowe
Notary Public

1997 JUN -5 PM 4:15

NOTARY PUBLIC, ONSLOW COUNTY
The State of North Carolina
Frieda J. Hughes & Janice K. Chew and
Lucinda M. Rowe
Notary Public is (was) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1374 Page 484 This 28 day of June
1997 at 4:15 PM
Michael M. Blanton
Register of Deeds