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BOOK 973 PAGE 299

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PREPARED BY: STATE OF NORTH CAROLINA
WARD AND SMITH, P.A.
ATTORNEYS AT LAW
331 W. MAIN ST.
HAVELOCK, NC
28532

COUNTY OF ONSLOW

AMENDMENT TO DECLARATION OF
RESTRICTIVE AND PROTECTIVE COVENANTS

THIS AMENDMENT TO DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made and entered into this the 30th day of August, 1990, by TRIANGLE PLAZA, INC. and all Present and Prospective Purchasers and Owners of lots in Foxhorn Village Section II Phase II Subdivision as shown on the plat recorded in Map Book 26, Page 134, Slide E-162 in the Onslow County Registry:

W I T N E S S E T H:

WHEREAS, Triangle Plaza, Inc. previously recorded a Declaration of Restrictive and Protective Covenants recorded in Book 937, Page 925, whereby Triangle Plaza, Inc. placed various restrictive and protective covenants on the property described therein; and

WHEREAS, pursuant to said restrictive covenants, Triangle Plaza, Inc. may modify and amend the covenants if Triangle Plaza, Inc. owns sixty percent (60%) or more of the subdivided lots and whereas, Triangle Plaza, Inc. does and Triangle Plaza, Inc. hereby executes this Amendment to amend said covenants.

NOW THEREFORE, Triangle Plaza, Inc. does hereby declare that the Declaration of Restrictive and Protective Covenants recorded in Book 937, Page 925 in the Onslow County Registry is hereby amended as follows:

1. Paragraph 7 entitled "Building Location" is hereby deleted in its entirety and in its place the following paragraph is inserted:

7. BUILDING LOCATION: No building shall be located on any numbered lot nearer to the front lot line or side street line than the minimum building line shown on the recorded plat. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not

WARD AND SMITH, P.A., ATTORNEYS AT LAW

more than ten percent (10%) in the location of a building on the lot with respect to the minimum setback line shall not be considered a violation of this covenant.

2. Paragraph 11 entitled "Easements" is hereby amended by deleting the first sentence in the paragraph and inserting in its place the following sentence:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

3. Except as modified herein, Triangle Plaza, Inc. hereby ratifies and affirms the restrictive and protective covenants set forth in Book 937, Page 925.

IN TESTIMONY WHEREOF, Triangle Plaza, Inc. has caused this instrument to be executed in its corporate name by its duly authorized officers and its corporate seal to be affixed hereto, all by authority of its board of directors first duly given, this the day and year first above written.



TRIANGLE PLAZA, INC.

BY: J. S. M. E. S.
President

ATTEST:

Bonita Lowell
Secretary

STATE OF NORTH CAROLINA
COUNTY OF Craven

I, Clint Douglas Routson, a Notary Public in and for said County and State, do hereby certify that on the 30th day of August, 1990, before me personally appeared James E. McCotter with whom I am personally acquainted, who, being by me duly sworn, says that he is President and that Bonita Sewell is Asst Secretary of Triangle Plaza, Inc., the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said President; that the said President and Secretary subscribed their names thereto and the said common seal was affixed, all by authority of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 30th day of August, 1990.



Clint Douglas Routson
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

The foregoing certificate of Clint Douglas Routson, a Notary Public of Craven County, North Carolina, is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Onslow County, North Carolina, in Book 973, Page 299.

This 30th day of August, 1990, at 4:35 o'clock P..M.

Mildred M. Thomas
Register of Deeds

2BLP/9
8-30-90

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Prepared by:
Gary R. Perdue, Sr.
Attorney-At-Law

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NORTH CAROLINA
ONSLow COUNTY

DECLARATION OF
PROTECTIVE AND RESTRICTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS (the "Declaration"), is made this 24th day of October, 1991, by TRIANGLE PLAZA, INC., a corporation duly formed and created under the laws of the State of North Carolina (hereinafter called the "Declarant").

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the owner of the real property described in Paragraph 1 of this Declaration and is desirous of subjecting said real property to the protective and restrictive covenants hereinafter set forth, each and all of which is and are for the benefit of such real property and for each owner thereof, and shall inure to the benefit of and pass and run with the title to said real property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Paragraph 1 hereof is and shall be held, transferred, sold and conveyed subject to the protective and restrictive covenants set forth herein.

1. DESCRIPTION OF REAL PROPERTY: The real property which is, and shall be held, transferred, sold and conveyed subject to the protective and restrictive covenants set forth in this Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

BEING all the numbered lots shown on the plat entitled "FOXHORN VILLAGE SECTION IV" as recorded in Map Book 28 at Pages 16 and 16A in the Office of the Register of Deeds of Onslow County, North Carolina.

2. USES: No lot or portion thereof shall be put to any use other than for residential purposes, except that any lot or portion thereof may be used by the Declarant for a street or roadway.

3. LAND USE AND BUILDING TYPE: No building shall be used except for "single family residential purposes." "Single family residential purposes" is defined as a family unit related by blood or marriage as is customary in the area. A single family may consist of a single individual but shall not consist of a family unit made up of a number of persons unrelated by blood or marriage whether adults or minors under the care of others. A single family residential unit shall not be used nor shall residential purposes as herein set out be defined as covering the following types of uses: fraternities, sororities, family care homes, boarding homes, or any type residence in which a person or persons' care is paid for by himself or herself or by others. 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 which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling itself. All construction shall be custom type construction built on the lot and no old building constructed elsewhere shall be moved on to the lot for residential or any other purposes. No mobile homes, double wides or pre-manufactured homes or any unit having or having had a Division of

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Motor Vehicles Certificate of Title shall be placed or constructed on any numbered lot in the subdivision hereinabove described. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

4. **NATIVE GROWTH:** The native growth on such premises shall not be permitted to be destroyed or removed except as necessary areas including a reasonable area surrounding the buildings. The Declarant, or its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so.

5. **STREET LIGHTING AGREEMENT:** The Declarant reserves the right to subject the real property in this subdivision to a contract with an electric utility 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 a continuing monthly payment to an electric utility company by the owner of each residential dwelling.

6. **DWELLING QUALITY AND SIZE:** The ground floor area of the main residential structure, exclusive of open porches and garages, shall be not less than 800 square feet for a one-story dwelling, nor less than 400 square feet for a dwelling of more than one story.

7. **BUILDING LOCATION:** No building shall be located on any numbered lot nearer to the front line or side street line than the minimum building line as shown on the recorded plat. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as part of a building; provided, however, this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten percent (10%) in the location of a building on the lot with respect to the minimum setback line shall not be considered a violation of this covenant.

8. **SUBDIVISION:** No lot shall be subdivided if the result of such subdivision is separate ownership of less than a whole lot unless the resulting resubdivided lots are equal to or larger than the area of the original lots which are being resubdivided; provided, however, that the Declarant, or its successors or assigns, reserves the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed 10% of the total area of a given lot.

9. **BUILDERS:** Any builder who purchases a lot or lots from the Declarant shall be responsible for providing and constructing sidewalks on the lots purchased according to city specifications and also shall be responsible for paying water and sewer access and tap fees for those lots. The builder shall provide the City of Jacksonville and/or Onslow County with any assurance required by the City or County that the above items shall be the responsibility of the builder and further agrees to indemnify the Declarant for any loss resulting from failure to comply. The builder shall also pay to Carolina Power and Light Company the sum of \$850.00 for a connection fee, or shall reimburse the Declarant for such charge.

10. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No unused or junk cars or parts thereof shall be kept on any lot in said subdivision.

11. **EASEMENTS:** Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved by the Declarant, or its successors or assigns, as shown on the recorded plat.

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The Declarant reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone services, drainage, or other utilities including water and sewer services.

12. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Goats, cows, chickens, swine, horses and ponies shall not be considered as household pets.

13. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of no more than one square foot parallel to the building line, one sign of not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

14. FENCES: No fence shall be erected between the front building line and the street right-of-way line except decorative fences such as split-rail or picket not in excess of three feet in height. For purposes of this article a chain length fence even though not in excess of three feet in height shall not be considered a decorative fence. No fence shall be erected between the building line of the main dwelling and the back lot line in excess of six feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of three feet in height shall be constructed along the right-of-way of the corner lots or nearer the right-of-way than the front building line of the adjacent lots.

15. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed to remain on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

18. TERM: These covenants are to run with the land and shall be binding on all owners of numbered lots and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten years

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unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

19. ENFORCEMENT OF RESTRICTIONS: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or legal entity claiming by, through or under the Declarant, or by virtue of any judicial proceedings, the Declarant, its successors and assigns, and the owners of the numbered lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

20. MODIFICATION OF RESTRICTIVE COVENANTS: This Declaration is subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant or its successors in title and by the owners of not less than sixty (60) percent of the lots in said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarant owns sixty (60) percent or more of the lots, the Declarant may alter or amend these covenants without the consent of anyone.

21. SEVERABILITY: 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, TRIANGLE PLAZA, INC. has caused this instrument to be executed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors duly given as of the day and year first above written.

TRIANGLE PLAZA, INC.

By: [Signature]
President

ATTEST: [Signature]
Secretary

(CORPORATE SEAL)

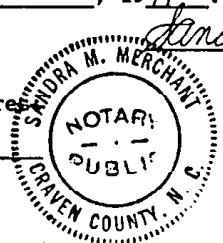


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STATE OF NORTH CAROLINA
COUNTY OF Craven

I, Sandra M Merchant, a Notary Public, certify that Ray E. McCotter personally appeared before me this 24th day of October, 1991, and acknowledged that he/she is the Secretary of Triangle Plaza, Inc., a 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 himself/herself as its Secretary.

WITNESS my hand and official seal, this the 24th day of October, 1991.



Sandra M Merchant
NOTARY PUBLIC

My Commission Expires 11-5-94

The foregoing certificate of Sandra M. Merchant, a Notary Public, is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the Office of the Register of Deeds of Onslow County, North Carolina in Book 1020 at Page 524.

This the 25 day of October, 19 91, at 12:39 o'clock P.M.

Michael M. Thomas
REGISTER OF DEEDS

BY: _____
DEPUTY REGISTER OF DEEDS

Prepared by:
Gary R. Perdue, Sr.
Attorney-At-Law



NORTH CAROLINA
ONSLow COUNTY

DECLARATION OF
PROTECTIVE AND RESTRICTIVE COVENANTS
FOR FOXHORN VILLAGE, SECTION V, PHASE I

THIS DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS (the "Declaration"), is made this 20th day of November, 1992, by TRIANGLE PLAZA, INC., a corporation duly formed and created under the laws of the State of North Carolina (hereinafter called the "Declarant").

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the owner of the real property described in Paragraph 1 of this Declaration and is desirous of subjecting said real property to the protective and restrictive covenants hereinafter set forth, each and all of which is and are for the benefit of such real property and for each owner thereof, and shall inure to the benefit of and pass and run with the title to said real property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Paragraph 1 hereof is and shall be held, transferred, sold and conveyed subject to the protective and restrictive covenants set forth herein.

1. DESCRIPTION OF REAL PROPERTY: The real property which is, and shall be held, transferred, sold and conveyed subject to the protective and restrictive covenants set forth in this Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

BEING all the numbered lots shown on the plat entitled "FOXHORN VILLAGE SECTION V, PHASE I" as recorded in Map Book 29 at Page 47 in the Office of the Register of Deeds of Onslow County, North Carolina.

2. USES: No lot or portion thereof shall be put to any use other than for residential purposes, except that any lot or portion thereof may be used by the Declarant for a street or roadway.

3. LAND USE AND BUILDING TYPE: No building shall be used except for "single family residential purposes." "Single family residential purposes" is defined as a family unit related by blood or marriage as is customary in the area. A single family may consist of a single individual but shall not consist of a family unit made up of a number of persons unrelated by blood or marriage whether adults or minors under the care of others. A single family residential unit shall not be used nor shall residential purposes as herein set out be defined as covering the following types of uses: fraternities, sororities, family care homes, boarding homes, or any type residence in which a person or persons' care is paid for by himself or herself or by others. 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 which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling itself. All construction shall be custom type construction built on the lot and no old building constructed elsewhere shall be moved on to the lot for residential

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or any other purposes. No mobile homes, double wides or pre-manufactured homes or any unit having or having had a Division of Motor Vehicles Certificate of Title shall be placed or constructed on any numbered lot in the subdivision hereinabove described. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

4. **NATIVE GROWTH:** The native growth on such premises shall not be permitted to be destroyed or removed except as necessary areas including a reasonable area surrounding the buildings. The Declarant, or its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so.

5. **STREET LIGHTING AGREEMENT:** The Declarant reserves the right to subject the real property in this subdivision to a contract with an electric utility 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 a continuing monthly payment to an electric utility company by the owner of each residential dwelling.

6. **DWELLING QUALITY AND SIZE:** The ground floor area of the main residential structure, exclusive of open porches and garages, shall be not less than 800 square feet for a one-story dwelling, nor less than 400 square feet for a dwelling of more than one story.

7. **BUILDING LOCATION:** No building shall be located on any numbered lot nearer to the front line or side street line than the minimum building line as shown on the recorded plat. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as part of a building; provided, however, this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten percent (10%) in the location of a building on the lot with respect to the minimum setback line shall not be considered a violation of this covenant.

8. **SUBDIVISION:** No lot shall be subdivided if the result of such subdivision is separate ownership of less than a whole lot unless the resulting resubdivided lots are equal to or larger than the area of the original lots which are being resubdivided; provided, however, that the Declarant, or its successors or assigns, reserves the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed 10% of the total area of a given lot.

9. **BUILDERS:** Any builder who purchases a lot or lots from the Declarant shall be responsible for providing and constructing sidewalks on the lots purchased according to city specifications and also shall be responsible for paying water and sewer access and tap fees for those lots. The builder shall provide the City of Jacksonville and/or Onslow County with any assurance required by the City or County that the above items shall be the responsibility of the builder and further agrees to indemnify the Declarant for any loss resulting from failure to comply. The builder shall also pay to Carolina Power and Light Company the sum of \$850.00 for a connection fee, or shall reimburse the Declarant for such charge.

10. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No unused or junk cars or parts thereof shall be kept on any lot in said subdivision.

11. **EASEMENTS:** Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved by the Declarant, or its successors or assigns, as shown on the recorded plat.

Book 1081 Page 745-A

The Declarant reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone services, drainage, or other utilities including water and sewer services.

12. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Goats, cows, chickens, swine, horses and ponies shall not be considered as household pets.

13. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of no more than one square foot parallel to the building line, one sign of not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

14. **FENCES:** No fence shall be erected between the front building line and the street right-of-way line except decorative fences such as split-rail or picket not in excess of three feet in height. For purposes of this article a chain length fence even though not in excess of three feet in height shall not be considered a decorative fence. No fence shall be erected between the building line of the main dwelling and the back lot line in excess of six feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of three feet in height shall be constructed along the right-of-way of the corner lots or nearer the right-of-way than the front building line of the adjacent lots.

15. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed to remain on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

18. **TERM:** These covenants are to run with the land and shall be binding on all owners of numbered lots and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten years

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unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

19. **ENFORCEMENT OF RESTRICTIONS:** In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or legal entity claiming by, through or under the Declarant, or by virtue of any judicial proceedings, the Declarant, its successors and assigns, and the owners of the numbered lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

20. **MODIFICATION OF RESTRICTIVE COVENANTS:** This Declaration is subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant or its successors in title and by the owners of not less than sixty (60) percent of the lots in said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarant owns sixty (60) percent or more of the lots, the Declarant may alter or amend these covenants without the consent of anyone.

21. **SEVERABILITY:** 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, TRIANGLE PLAZA, INC. has caused this instrument to be executed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors duly given as of the day and year first above written.

TRIANGLE PLAZA, INC.

By: [Signature]
President

ATTEST: [Signature]
Asst. Secretary

(CORPORATE SEAL)

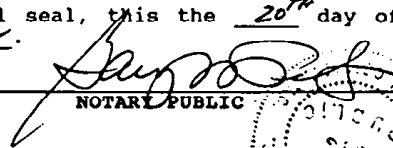
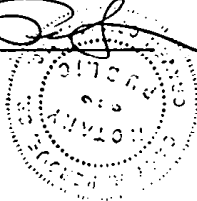


BOOK 1081 PAGE 747

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, GARY R. PERDUE, Sr., a Notary Public, certify that BONITA SEWELL, personally appeared before me this 20th day of NOVEMBER, 1992, and acknowledged that he/she is the ASST Secretary of TRIANGLE PLAZA, INC., a 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 himself/herself as its ASST. Secretary.

WITNESS my hand and official seal, this the 20th day of NOVEMBER, 1992.


NOTARY PUBLIC


My Commission Expires:

2-21-1997

The foregoing certificate of Gary R. Perdue, Sr., a Notary Public, is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the Office of the Register of Deeds of Onslow County, North Carolina in Book 1081 at Page 744.

This the 20th day of November, 19 92, at 1:54 o'clock P. .M.

Milled M. Roman
REGISTER OF DEEDS

BY: -----
DEPUTY REGISTER OF DEEDS

1/6 1997

NORTH CAROLINA

ONSLow COUNTY

**DECLARATION OF
PROTECTIVE AND RESTRICTIVE COVENANTS
FOR FOXHORN VILLAGE, SECTION V-A**

THIS DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS (the "Declaration"), is made this 12th day of December, 1997, by Bruce Murphy Construction, Inc., a corporation duly formed and created under the laws of the State of North Carolina (hereinafter called the "Declarant").

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in Paragraph 1 of this Declaration and is desirous of subjecting said real property to the protective and restrictive covenants hereinafter set forth, each and all of which is and are for the benefit of such real property and for each owner thereof, and shall inure to the benefit of and pass and run with the title to said real property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Paragraph 1 hereof is and shall be held, transferred, sold and conveyed subject to the protective and restrictive covenants set forth herein.

1. DESCRIPTION OF REAL PROPERTY: The real property which is, and shall be held, transferred, sold and conveyed subject to the protective and restrictive covenants set forth in this Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

BEING all the numbered lots shown on the plat entitled "FOXHORN VILLAGE SECTION V-A as recorded in Map Book 35 at Page 6, Slide J-513 in the office of the Register of Deeds of Onslow County, North Carolina.

2. USES: No lot or portion thereof shall be put to any use other than for residential purposes, except that any lot or portion thereof may be used by the Declarant for a street or roadway.

3. LAND USE AND BUILDING TYPE: No building shall be used except for "single family residential purposes." "Single family residential purposes" is defined as a family unit related by blood or marriage as is customary in the area. A single family may consist of a single individual but shall not consist of a family unit made up of a number of persons unrelated by blood or marriage whether adults or minors under the care of others. A single family residential unit shall not be used nor shall residential purposes as herein set out be defined as covering the following types of uses: fraternities, sororities, family care homes, boarding homes, or any type residence in which a person or persons' care is paid for by himself or herself or by others. 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 which may contain living quarters for occupancy by domestic servants of the lot occupancy only, and such other outbuildings as may be reasonably appurtenant to the dwelling itself. All construction shall be custom type construction built on the lot and no old building constructed elsewhere shall be moved on to the lot for residential or any other purposes. No mobile homes, double wides or pre-manufactured homes or any until having or having had a Division of Motor Vehicles Certificate of Title shall be placed or constructed on any numbered lot in the subdivision hereinabove described. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

BOOK 1418 PAGE 136

4. **NATIVE GROWTH:** The native growth on such premises shall not be permitted to be destroyed or removed except as necessary areas including a reasonable area surround the buildings. The Declarant, or its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so.

5. **STREET LIGHTING AGREEMENT:** The Declarant reserves the right to subject the real property in this subdivision to a contract with an electric utility 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 a continuing monthly payment to an electric utility company by the owner of each residential dwelling.

6. **DWELLING QUALITY AND SIZE:** The ground floor area of the main residential structure, exclusive of open porches and garages, shall be not less than 1,100 square feet for a one-story dwelling, nor less than 550 square feet for a dwelling of more than one story.

7. **BUILDING LOCATION:** No building shall be located on any numbered lot nearer to the front line or side street line than the minimum building line as shown on the recorded plat. For the purpose of this covenant, caves, steps, open porches, and carports shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten percent (10%) in the location of a building on the lot with respect to the minimum setback line shall not be considered a violation of this covenant.

8. **SUBDIVISION:** No lot shall be subdivided if the result of such subdivision is separate ownership of less than a whole lot unless the resulting resubdivided lots are equal to or larger than the area of the original lots which are being resubdivided; provided, however, that the Declarant, or its successors or assigns, reserves the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed 10% of the total area of a given lot.

9. **BUILDERS:** Any builder who purchases a lot or lots from the Declarant shall be responsible for providing and constructing sidewalks on the lots purchased according to city specifications and also shall be responsible for paying water and sewer access and tap fees for those lots. The builder shall provide the City of Jacksonville or County that the above items shall be the responsibility of the builder and further agrees to indemnify the Declarant for any loss resulting from failure to comply. The builder shall also pay to Carolina Power and Light Company the sum of \$850.00 for a connection fee, or shall reimburse the Declarant for such charge.

10. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No unused or junk cars or parts thereof shall be kept on any lot in said subdivision.

11. **EASEMENTS:** Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved by the Declarant, or its successors or assigns, as shown on the recorded plat. The Declarant reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone services, drainage, or other utilities including water and sewer services.

12. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Goats, cows, chickens, swine, horses and ponies shall not be considered as household pets.

13. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

14. FENCES: No fence shall be erected between the front building line and the street right-of-way. For purposes of this article a chain link fence even though not in excess of three feet in height shall not be considered a decorative fence. No fence shall be erected between the building line of the main dwelling and the back lot line in excess of six feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of three feet in height shall be constructed along the right-of-way of the corner lots or nearer the right-of-way than the front building line of the adjacent lots.

15. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sign line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained as sufficient height to prevent obstruction of such sight lines.

17. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed to remain on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

18. TERM: The covenants are to run with the land and shall be binding on all owners of numbered lots and all persons claiming under them for a period of twenty-five (25) years from the date these covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

19. ENFORCEMENT OF RESTRICTIONS: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or legal entity claiming by, through or under the Declarant, or by virtue of any judicial proceedings, the Declarant, its successors and assigns, and the owners of the numbered lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

20. MODIFICATION OF RESTRICTIVE COVENANTS: This Declaration is subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant or its successors in title and by the owners of not less than sixty (60) percent of the lots in said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarant owns sixty (60) percent or more of the lots, the Declarant may alter or amend these covenants without the consent of anyone.

21. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

IN TESTIMONY WHEREOF, BRUCE MURPHY CONSTRUCTION, INC., has caused this instrument to be executed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors duly given as of the day and year first above written.



BRUCE MURPHY CONSTRUCTION, INC

By: Dan J. Brice
Vice President

Attest: Michelle Palo
Secretary

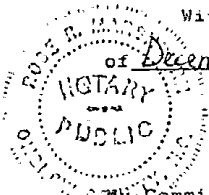
(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF Onslow

I, Rose R. Marshburn, a Notary Public in and for said County and State, certify that Dewey Bordeaux personally came before me this date and acknowledged that he is vice-President of Bruce Murphy Construction, Inc., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him as its vice-President, sealed with its corporate seal, and attested by Michelle Pelt, as its Secretary.

Witness my hand and notarial seal, this 17th day

of December 1997.



Rose R. Marshburn
Notary Public

My Commission Expires:
11-25-01

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

The foregoing certificate of Rose R. Marshburn, a Notary Public of said County and said State, is certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Onslow County, North Carolina, in Book 1418, Page 135.

This 18th day of December, 1997, at 8:21 o'clock A. m.

Michelle M. Brown
Register of Deeds

4/16/98

BOOK 1442 PAGE 149

1998 APR -1 PM 3:59

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT, made and entered into this the 31st day of March, 1998 by and between TRIANGLE PLAZA, INC. (herein called "Owner");

WITNESSETH:

WHEREAS, by deed of on or about even date herewith, Owner and Ray McCotter Investment Co. are conveying to ESA 1591, Inc. (hereinafter called "Buyer"); the property described by Exhibit A attached hereto and incorporated herein by reference (hereinafter called "Benefitted Property"); and,

WHEREAS, as part of the consideration for the acquisition of the Benefitted Property by Buyer from Owner, Owner has agreed to restrict certain other property belonging to Owner for the period of time and in the manner hereinafter set forth and Owner executes this Restrictive Covenant in order to do so.

NOW, THEREFORE, for and in consideration of the premises and for and in consideration of the purchase by Buyer from Owner of the Benefitted Property, Owner agrees that the property belonging to Owner described by Exhibit B attached hereto and incorporated herein by reference (hereinafter called the "Restricted Property") shall be restricted for the following period and in the following manner.

For a period of three years after the recording of the deed from Owner to Buyer for the Benefitted Property, the Restricted Property shall not be used for the use or development of any business or businesses which operate an extended stay motel, hotel, or other guest quarters or furnished apartments for short term leases. For the purposes of this restriction, an "extended stay motel, hotel or guest quarters" shall mean a motel, hotel, guest quarters or other hospitality facility that primarily offers or lets rooms with kitchen facilities for

WARD AND SMITH, P.A. ATTORNEYS AT LAW

Look @ Ex A & B

BOOK 1442 PAGE 150

occupancy of periods of one week or more similar to Extended Stay America Efficiencies.

IN TESTIMONY WHEREOF, Owner has caused this instrument to be signed and sealed in a manner so as to be binding, this the day and year first above written.

TRIANGLE PLAZA, INC.

By: [Signature]
President



Attest:
[Signature]
Secretary

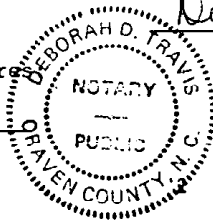
STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Deborah D. Travis, a Notary Public in and for said County and State, do hereby certify that on the 31st day of March, 1998, before me personally appeared James E. McCotter with whom I am personally acquainted, who, being by me duly sworn, says that he is President and that Kathryn M. Carter is Asst. Secretary of TRIANGLE PLAZA, INC., the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said President; that the said President and Asst. Secretary subscribed their names thereto and the said common seal was affixed, all by authority of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 31st day of March, 1998.

Deborah D. Travis
Notary Public

My Commission Expires
10-22-1999



BOOK 1442 PAGE 151

EXHIBIT A

TRIANGLE & COTTER PARCEL

That certain piece, parcel or tract of land lying in Jacksonville Township, Onslow County, North Carolina and being Lot 10, 11, 12 and a portion of Lot 16 as shown and designated on a plat entitled "Revised Plat Foxhorn Village, Section I - Phase I, Revised Portion #2" which is recorded in Map Book 24, at page 107 in the Office of the Onslow County Register of Deeds, said parcel of land being more particularly described as follows:

Commencing at an iron pin located at the intersection of the western right-of-way of U.S. Hwy 17 and the northern right-of-way of McDaniel Drive (60' right-of-way) (said pin also being the southeastern corner of Lot 8 as shown on Map Book 24, page 107); thence along the northern right-of-way of McDaniel Drive N 41-59-36 W for 300.06 feet to an iron pin at the western side of a 25' drainage, utility and access easement and being the True Point of Beginning; thence continuing along the northern right-of-way of McDaniel Drive N 41-57-39 W for 400.09 feet to an iron pin (said pin being the southeastern corner of Lot 13 as shown on Map Book 22, page 138); thence leaving said right-of-way of McDaniel Drive along the eastern line of Lot 13 (McDaniel Rest Home) N 48-01-42 E for 396.56 feet to an iron pin; thence along the southern line of Franzese (Deed Book 1268, page 469); S 41-57-39 E for 400.07 feet to an iron pin; thence along the western side of a 25' drainage, utility and access easement (Map Book 24, page 107) S 48-01-31 W for 396.56 feet to an iron pin being the True Point of Beginning. Said tract contains 3.64 acres.

Tax Map No. 345E-38

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BOOK 1442 PAGE 152

EXHIBIT B
RESTRICTED PROPERTY

All those certain tracts or parcels of land lying and being situate in Jacksonville Township, Onslow County, North Carolina and being more particularly described as follows:

Being all of Lots Nos. 1, 2, 3 and 4 as same are shown and delineated on a map of Fox Horn Village Section 1, said map being recorded in Map Book 22, Page 138, Slide C6 in the office of the Register of Deeds of Onslow County, reference to said map being hereby made for a more perfect description of said property.

79-0827 (AA)
NBMAIN\318243.1

BOOK 1442 PAGE 153

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

The foregoing certificate of Deborah D. Travis
_____, a Notary Public of said County and
State, is certified to be correct. This instrument was presented
for registration this day and hour and duly recorded in the office
of the Register of Deeds of Onslow County, North Carolina, in
Book 1442, Page 149.

This 1st day of April, 1998, at
3:59 o'clock P.M.

Michael M. Thomas

Register of Deeds

WARD AND SMITH, P.A., ATTORNEYS AT LAW

79-0827 (A)
NBMAIN\318104.1

478

City

BOOK 1525 PAGE 868

ORDINANCE (99-05)

1999 FEB 19 AM 11: 19

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF JACKSONVILLE, NORTH CAROLINA

McDANIEL DRIVE EXTENSION PROJECT

WHEREAS, the City Council has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 6 o'clock, P.M. on the 2nd day of February, 1999, after due notice of publication on the 23rd day of January, 1999.

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G.S. 160A-31, as amended;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina:

Section 1. By virtue of the authority granted by G.S. 160A-31, as amended, the following described territory, is hereby annexed and made part of the City of Jacksonville as of the 28th day of February, 1999.

Commencing at a point where the Northeastern right of way of McDaniel Drive (60 foot right of way) intersects the Northwestern right of way of Derby Run Road (50 foot right of way), said point being the most Southwestern corner of Lot 68 of Foxhorn Village Section V as recorded in Map Book 29 page 47 Slide F-395 of the Onslow County Registry; thence along the said Northeastern right of way of McDaniel Drive North 42 degrees 15 minutes 24 seconds West 94.55 feet to an iron stake located along the centerline of 20 foot drainage & utility easement as recorded in the aforementioned Foxhorn Village Section V; thence leaving the said Northeastern right of way of McDaniel Drive and running along the said centerline of the 20 foot drainage & utility easement and the Northern property line of the aforementioned Foxhorn Village Section V North 44 degrees 45 minutes 36 seconds East 493.09 feet to an iron stake; thence leaving the said Northern property line of Foxhorn Village Section V-A and the said centerline of the 20 foot drainage & utility easement and running North 42 degrees 13 minutes 14 seconds West 52.48 feet to an iron stake; thence North 42 degrees 12 minutes 57 seconds West 596.19 feet to an iron stake; thence North 42 degrees 13 minutes 45 seconds West 659.98 feet to an iron stake; thence North 42 degrees 13 minutes 45 seconds West 442.12 feet to an iron stake, said iron stake also being THE TRUE POINT OF BEGINNING; thence from the described beginning and running North 42 degrees 13 minutes 45 seconds West 68.33 feet to an iron stake; thence South 88 degrees 31 minutes 13 seconds East 47.21 feet to an iron stake; thence South 01 degrees 28 minutes 47 seconds West 49.39 feet to the point and place of beginning. Containing 0.03 acres/1166 square feet and being a portion of the property described in Deed Book 1438 page 504 of the Onslow County Registry. The courses contained herein are correct in angular relationship and is referenced to N.C. Grid North.

Section 2. Upon and after the 28th day of February, 1999, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Jacksonville and shall be entitled to the same privileges and benefits as other parts of the City of Jacksonville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Jacksonville shall cause to be recorded in the Office of the Register of Deeds of Onslow County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance.

Adopted by the City Council of the City of Jacksonville in regular session, this 2nd day of February, 1999.

George L. Jones
George L. Jones, Mayor

ATTEST:

Sabrina M. Guy
Sabrina M. Guy, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Carmen K. Miracle, a Notary Public for the aforesaid State and Onslow County, hereby certify that Sabrina M. Guy personally came before me this date and acknowledged that she is City Clerk of the City of Jacksonville, a municipal corporation, and that by authority duly given and as the fact of said corporation, the aforementioned instrument was signed in its name by George L. Jones, its Mayor, sealed with its corporate seal and attested by herself as its City Clerk.

Carmen K. Miracle
Notary

My commission expires: 12/10/03



1999 FEB 19 11:11:19

NORTH CAROLINA, Onslow County
The foregoing certificate(s) of CARMEN K. MIRACLE

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1525 Page 868 This 19TH day of FEBRUARY
19 99 A.D. at 11:10 o'clock A.M.
[Signature] By -----
Register of Deeds, Onslow County
Register of Deeds

Te

Prepared by: Gaylor, Edwards and Vatcher, Attorneys

1997 JUL 15 AM 11: 56

NORTH CAROLINA

ONSLow COUNTY

RELEASE FROM AND MODIFICATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND

THIS RELEASE is made this 15th day of July, 1997 by and between VENTURE PROPERTIES DEVELOPMENT, INC., a North Carolina corporation, with its principle office located in Wilkes County, North Carolina (hereinafter referred to as "VPD") and WESTERN BOULEVARD PROPERTIES, INC., a North Carolina corporation, with its principle office located in Onslow County, North Carolina (hereinafter referred to as "WBP");

WITNESSETH:

WHEREAS, VPD and WBP did enter into and execute an agreement entitled "EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("ECR"), dated the 23rd day of December, 1992, and recorded in Book 1087, Page 518, Onslow County Registry; and

WHEREAS, the ECR subjected several tracts of land described in Exhibit "A" attached thereto, the legal descriptions of which are more particularly set forth in Exhibits "B", "C", "D" and "E" to certain easements, covenants, conditions and restrictions; and

WHEREAS, the ECR cannot be modified or altered except by a writing executed by VPD and WBP; and

WHEREAS, WBP has requested and VPD has agreed to modify the ECR by releasing a parcel of the land described in Exhibit "C" from the easements, covenants, conditions and restrictions, provided that there is no means of access, ingress, egress or parking to the tracts described in Exhibits "B", "D" and "E" and the remaining portion of the land described in Exhibit "C" from the said released parcel;

NOW, THEREFORE, in consideration of the premises, and further in consideration of other valuable consideration paid by each party hereto to the other, the receipt and sufficiency of which is hereby acknowledged, VPD and WBP do hereby agree as follows:

1. That the 2.40 acre tract of land, now owned by WBP, the legal description of which is attached hereto as Exhibit "1" (hereinafter the "Released Parcel") and also shown as Foxhorn Village, Section V-A on a map recorded in Map Book 35, Page 6, Slide J-513, Onslow County Registry be and is hereby released from the easements, covenants, conditions and restrictions set forth in the ECR recorded in Book 1087, Page 518, Onslow County Registry.

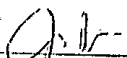
BOOK 1382 PAGE 833
EXHIBIT 1

WESTERN BOULEVARD PROPERTIES INC.
REZONING REQUEST - FOXHORN VILLAGE SECTION V-A
JACKSONVILLE TWP., ONSLOW COUNTY, NORTH CAROLINA

Commencing at a point where the Northwestern right of way of Derby Run Road (50 foot right of way) intersects the Southwestern right of way of McDaniel Drive (60 foot right of way), and running thence along the said Northwestern right of way of Derby Run Road in a general Southwesterly direction approximately 484.68 feet to an iron located at the terminus of the existing Southwestern right of way of McDaniel Drive and the centerline of a 20 foot drainage & utility easement as shown in a map of Foxhorn Village Section V Phase I and recorded in Map Book 29 Page 47 of the Onslow County Registry, said iron stake also being THE TRUE POINT OF BEGINNING, thence from the described beginning and leaving the said Southwestern right of way of McDaniel Drive and running along the said centerline of the 20 foot drainage & utility easement South 42 degrees 01 minutes 35 seconds East 49.74 feet to an iron stake, thence South 41 degrees 51 minutes 48 seconds East 246.45 feet to an iron stake; thence leaving the said centerline of the 20 foot drainage & utility easement and running South 48 degrees 04 minutes 26 seconds West 279.01 feet to an iron stake located along the centerline of a 20 foot drainage & utility easement as recorded in a map of Westwood Village Section I & II as recorded in Map Book 32 Page 119 of the Onslow County Registry; thence along the centerline of the said 20 foot drainage & utility easement North 38 degrees 57 minutes 35 seconds West 380.97 feet to an iron stake; thence leaving the said centerline of the existing 20 foot drainage & utility easement and running along the centerline of a proposed 20 foot drainage & utility easement North 44 degrees 15 minutes 58 seconds East 260.11 feet to an iron stake, thence leaving the said centerline of the proposed 20 foot drainage & utility easement and running along the centerline of the aforementioned 20 foot drainage & utility easement as recorded in Map Book 29 Page 47 of the Onslow County Registry South 41 degrees 53 minutes 27 seconds East 101.54 feet to the point and place of beginning.

BOOK 1382 PAGE 834

Containing 2.40 acres and being a portion of the property described in Deed Book, 1087
Page 167 of the Onslow County Registry. The courses contained herein are correct in
angular relationship and is referenced to N.C. Grid North.



JOHN L. PIERCE, R.L.S., L-2596

February 21, 1997

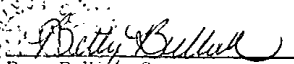


BOOK 1382 PAGE 835

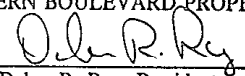
2. That no roadways, streets or accessways shall be constructed for ingress or egress between the Released Parcel and the tracts described in Exhibits "B", "D" and "E" and the remaining portion of the tract described in Exhibit "C".


3. That except as modified herein the ECR shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Release and Modification of ECR Agreement the day and year first above written.


ATTEST:

Betty Bullock, Secretary
(CORPORATE SEAL)

WESTERN BOULEVARD PROPERTIES, INC.

By: 
Debra R. Ray, President

ATTEST:

T. Cameron Finley, Secretary
(CORPORATE SEAL)

VENTURE PROPERTIES DEVELOPMENT, INC.

By: 
Martin D. Koon, President

BOOK 1382 PAGE 836

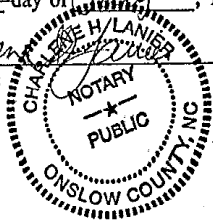
NORTH CAROLINA

ONslow COUNTY

I, a Notary Public of the County and State aforesaid, certify that Betty Bullock personally appeared before me this day and acknowledged that she is Secretary of Western Boulevard Properties, 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 corporatc seal and attested by her as its Secretary.

Witness my hand and official stamp or seal, this the 15th day of July, 1997.

Charlene H. Lanier
Notary Public



My commission expires June 6, 1998

NORTH CAROLINA

WILKES COUNTY

I, a Notary Public of the County and State aforesaid, certify that T. Cameron Finley personally appeared before me this day and acknowledged that he is Secretary of Venture Properties Development, 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 stamp or seal, this the 11th day of JULY, 1997.

Gordon Finley
Notary Public



My commission expires: 11/11/99

NORTH CAROLINA, ONslow COUNTY
 The foregoing certificate(s) of Charlene H. Lanier & Gordon Finley

Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
 Book 1382 Page 832 This 15th day of July
 19 97 A.D. at 11:26 o'clock A. M.
W. Fred M. Thomas By _____
Register of Deeds, Onslow County Register of Deeds