

address book

BOOK 1132 PAGE 91

10.

STATE OF NORTH CAROLINA

ONSLow COUNTY SEP 7 1993

DECLARATION OF ANNEXATION
AND AMENDMENT TO DECLARATION
OF MASTER COVENANTS, CONDITIONS,
AND RESTRICTIONS

THIS DECLARATION OF ANNEXATION AND AMENDMENT, made this 2ND day of September, 1993 by John A. Elmore, II, Lionel L. Yow, Connie S. Yow and Brands Ltd., with their principal office and place of business in Onslow County, North Carolina, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, there has heretofore been executed the Declaration of Master Covenants, Conditions and Restrictions for North Shore Country Club, hereinafter referred to as "Declaration", as recorded in Book 814, Page 824 et seq., Onslow County Registry; and

WHEREAS, said Declaration provides for the annexation of certain additional properties to North Shore Country Club by the "Declarant", which additional properties are within the boundaries shown on the general plan of North Shore, by recording in the Onslow County Registry a Declaration of Annexation, duly executed by the Declarant, describing the lands annexed and incorporating the provisions of the said Declaration and any amendment thereto;

NOW THEREFORE, the Declarant hereby declares all of the property shown on the plat recorded in Map Book 29, Page 238, in Onslow County Registry, known as Section IV Phase I in North Shore Country Club, to be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in said Declaration of Master Covenants, Conditions and Restrictions for North Shore Country Club, as recorded in Book 814, Page 824 et seq., Onslow County Registry and to such additional restrictive covenants as may be duly recorded by the Declarant, its successors and assigns.

Therefore, the Declaration of Master Covenants, Conditions and Restrictions for North Shore Country Club as recorded in Book 814, Page 824 et seq., Onslow County Registry are hereby amended as follows:

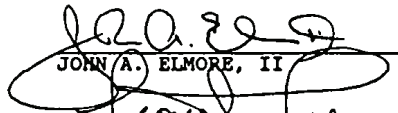
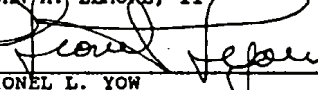
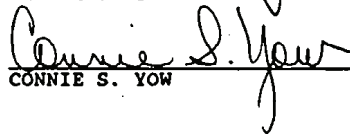
1. ADDITIONAL PROPERTIES: The provisions of the Declaration of Master Covenants, Conditions and Restrictions for North Shore Country Club shall apply fully to all numbered lots shown on that plat recorded in Map Book , Page , Onslow County Registry. All of the terms of the Declaration of Master Covenants, Conditions and Restrictions of North Shore Country Club shall be fully binding and applicable to such lots.

2. **BUILDING RESTRICTIONS:** All building restrictions contained in the Declaration of Master Covenants, Conditions and Restrictions for North Shore Country Club shall be fully applicable to the lots made subject to the Declaration of Master Covenants, Conditions and Restrictions for North Shore Country Club by this Declaration provided however that the dwelling size shall be amended as follows:

3. **DWELLING SIZE:** No one-story dwelling shall be erected or allowed to remain on a Lot if the finished floor area of the structure, exclusive of one-story open porches and garages, shall be less than 1,400 square feet. No two-story dwelling shall be erected or allowed to remain on a Lot if the finished floor area of the first floor shall be less than 900 square feet.

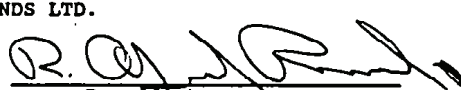
4. **SURVIVAL:** Except as specifically amended by this amendment to the Declaration of Master Covenants, Conditions and Restrictions for North Shore Country Club all provisions of the Declarations (as amended) shall be fully applicable to all lots made subject to the Declaration of Master Covenants, Conditions and Restrictions for North Shore Country Club by this amendment, and the terms and provisions of the Declaration of Master Covenants, Conditions and Restrictions for North Shore Country Club shall remain in full force and effect as to all lots encumbered thereby.

IN TESTIMONY WHEREOF, said parties have caused this instrument to be executed in their respective names, individual and corporate, as their ownership appears.

 (SEAL)
JOHN A. ELMORE, II
 (SEAL)
LIONEL L. YOW
 (SEAL)
CONNIE S. YOW



(Corporate Seal)

BRANDS LTD.
By: 
President

ATTEST:


Secretary

BOOK 1132 PAGE 93

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, a Notary Public of said County and State, hereby certify that John A. Elmore, II, Lionel L. Yow, and Connie S. Yow, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this the 2nd day Sept., 1993.

Katherine A. Godwin
Notary Public

My Commission expires: 5/30/94



STATE OF NORTH CAROLINA

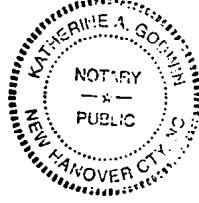
COUNTY OF New Hanover

I, Katherine A. Godwin, a Notary Public in and for the above named State and County, do hereby certify that R. Alfred Brand personally appeared before me this day who being by me duly sworn, says that he is the President of Brands Ltd. and that he knows that Elizabeth D. Brand is the Secretary, and that he knows the common seal of the said corporation; that the corporation's name was subscribed to the within document by him as President and was attested by its Secretary, with its corporate seal thereto affixed, and all by order of its Board of Directors duly given, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 2nd day of Sept., 1993.

Katherine A. Godwin
Notary Public

My Commission expires: 5/30/94



Drawn by Douglas A. Fox
YOW, CULBRETH & FOX
P.O. Drawer 479
Wilmington, N.C. 28402

NORTH CAROLINA, OASLOW COUNTY
The foregoing certificate(s) of Katherine A. Godwin

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1132 Page 91 This 7th day of Sept.

1993 A.D. at 3:23 o'clock P. M.
Marked M. Roman By _____
Register of Deeds, Oaslow County

4/23/95

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

BOOK 1246 PAGE 330

DECLARATION OF ANNEXATION AND
AMENDMENT TO DECLARATION OF MASTER 5:01
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NORTH SHORE COUNTRY CLUB

THIS DECLARATION OF ANNEXATION AND AMENDMENT, dated for purposes of reference only, this _____ day of _____, 1995, by JOHN A. ELMORE, II, LIONEL L. YOW, CONNIE S. YOW and BRANDS, LTD., doing business in Onslow County, North Carolina (the "Substitute Declarant");

W I T N E S S E T H:

WHEREAS, the Declaration of Master Covenants, Conditions and Restrictions for North Shore Country Club, a golf and residential community, are recorded in Book 814, Page 824 et seq., Onslow County Registry, which document, together with amendments thereto of record in Onslow County, are hereinafter jointly referred to the "Declaration"; and

WHEREAS, the Declaration provides in Article IX, Section 2, that Declarant as defined in the Declaration may, by recordation of a Declaration of Annexation in the Office of the Register of Deeds of Onslow County, North Carolina, annex to the property subjected to the Declaration certain other properties, as more fully described in the Declaration; and

WHEREAS, the Declaration defines Declarant to mean North Ocean Shores, Inc. "as well as their successors and assigns, if such successors or assigns should acquire more than one Undeveloped Site from the Declarant for the purpose of development"; and

WHEREAS, Substitute Declarant herein has acquired more than one Undeveloped Site, and is therefore entitled to exercise the right of Declarant as set out in the Declaration to annex additional properties described in the Declaration to the terms and provisions of the Declaration;

Therefore, the Declaration is hereby amended as follows:

1. ANNEXATION. The provisions of the Declaration are hereby made applicable to all numbered lots shown on that plat recorded in Map Book 32, Page 132, Onslow County Registry, except as more fully set out herein. Except as specifically amended by a provision of this Declaration of Annexation, all of the terms and provisions of the Declaration shall be fully binding and applicable to all such lots as though such lots were described in the Declaration at the time of its recordation.

2. SITE AND BUILDING RESTRICTIONS. In furtherance of the stated purpose of the Declaration, which is "to create (within North Shore Country Club) a planned community with a mix of housing types" Substitute Declarant imposes the following specific restrictions and limitations on the property subjected to the Declaration by the recordation of this Declaration of Annexation

BOOK 1246 PAGE 331

A. SIZE. Each one-story Dwelling Unit shall contain a minimum of 1,400 square feet of heated, finished floor area. Heated, finished floor area shall specifically exclude all porches or garages, and any other areas not subject to the same climate control system contained in the basic living areas of the Dwelling Unit. Each two-story Dwelling Unit shall contain a minimum of 800 square feet of heated, finished floor area on the first floor of the Dwelling Unit.

B. SIDING. The exterior and visible siding must be solid brick, stucco, wood (OBS painted wood board, cedar or cypress) or a combination of such materials.

C. GARAGE. An attached two-car garage must be included as an appurtenant part of the Dwelling Unit, and such garage shall not be included in measuring heated, finished floor area. Doors may open to the front of a lot.

D. ROOF. Architectural shingles are the only allowed roofing material.

3. ARCHITECTURAL CONTROL. In addition to the information required to be provided to the Architectural Committee as required by Article V of the Declaration, all submittals must include complete landscaping plan for the yard, which plan must include, at a minimum, a front yard sodded with mature plants, and an automatic sprinkler system for yard maintenance. Furthermore, all exterior improvements, including but not limited to the mailbox and any street or exterior lighting, must be approved by the Architectural Committee following submission of proposed plans for improvements.

4. SURVIVAL. Except as specifically amended or altered by this Declaration of Annexation, the Covenants shall be fully applicable to all property described herein.

5. DEFAULT. If for any reason it should be determined by a court of law that this Declaration is not a legally effective annexation to the Declaration, binding according to the terms contained herein and the terms of the Declaration, then this Declaration of Annexation shall be deemed to incorporate the terms and provisions of the Declaration, and this Declaration of Annexation shall be deemed binding on the properties described herein. In such event, the owners of lots encumbered hereby shall be obligated to take such steps as may be reasonably necessary to create a homeowners association and an architectural committee consistent with the intent as stated in the Declaration, but the jurisdiction, scope and purpose of such created association shall be limited to the property described herein, and property subsequently annexed hereto by the Substitute Declarant, which property must be property described in the Declaration as appropriate for annexation to the Declaration.

6. This property is referred to as The Augusta Place, Phase I, at North Shore Country Club, Map Book 32, Page 132, Slide I-120.

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John A. Elmore II (SEAL)
JOHN A. ELMORE, II

Lionel L. Yow (SEAL)
LIONEL L. YOW

Connie S. Yow (SEAL)
CONNIE S. YOW

BRANDS, LTD.
By: *R. Oly Brand*
President



Elizabeth D Brand
Secretary

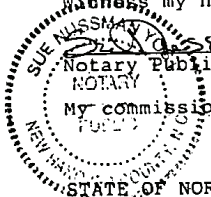
BOOK 1246 PAGE 333

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, a Notary Public of said County and State, hereby certify that John A. Elmore, II, Lionel L. Yow, and Connie S. Yow, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this the 28 day of June, 1995.



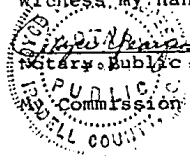
Sue Nussman Yost
Notary Public
My commission expires: 9-24-95

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, a Notary Public of said County and State, do hereby certify that personally appeared before me this day R. Alfred Brand, III, who being by me duly sworn, says that he is the President of Brands, Ltd. and that he knows that Elizabeth D. Brand is the Secretary, and that he knows the common seal of the said corporation; that the corporation's name was subscribed to the within document by him as President and was attested to by its Secretary, with its corporate seal thereto affixed, and all by order of its Board of Directors duly given, and that the said instrument is the act and deed of said corporation.

Witness my hand and seal, this the 28th day of June, 1995.



Sue Nussman Yost - Speedie
Notary Public
My commission expires: 12-29-98

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Sue Nussman Yost & Joyce Yeargins Speedie

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1246 Page 330 This 30th day of June 19 95 A.D. at 5:01 o'clock P. M.
Mildred M. Kernal By _____
Register of Deeds, Onslow County Register of Deeds

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~~1111~~

BOOK 1626 PAGE 399

NORTH CAROLINA

2000 MAY 11 10:03

ONSLow COUNTY

DECLARATION OF ANNEXATION
AND AMENDMENT TO DECLARATION OF MASTER
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NORTH SHORE COUNTRY CLUB

4th THIS Declaration of Annexation and Amendment dated this the day of May, 2000 by and between JOHN A. ELMORE, II, LIONEL L. YOW, CONNIE S. YOW, and BRANDS, LTD., doing business in Onslow County, North Carolina (the "Substitute Declarant");

WHEREAS the Declaration of Master Covenants, Conditions and Restrictions for North Shore Country Club, a golf and residential community are recorded in Book 814, Page 824, et seq., Onslow County Registry, which document, together with amendments thereto of record in Onslow County are hereinafter jointly referred to as the "Declaration"; and

WHEREAS the Declaration provides in Article IX, Section 2 that the Declarant as defined in the Declaration may, by recordation of a Declaration of Annexation in the office of the Register of Deeds of Onslow County, North Carolina, annex to the property subjected to the Declarations certain other properties, as more fully described in the Declaration; and

WHEREAS, the Declaration defines Declarant to mean North Ocean Shores, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purposes of development; and

WHEREAS, the substitute Declarant herein have acquired more than one undeveloped site, and is therefore entitled to exercise the right of Declarant as set out in the Declaration to annex additional properties described in the Declaration to the terms and provisions of the Declaration;

THEREFORE, the Declaration is hereby amended as follows:

1. ANNEXATION: The provisions of the Declarations are hereby made applicable to all numbered lots shown on the plat entitled "Augusta Place, Phase II at North Shore Country Club" recorded in Map Book 38, Page 129, Slide K-355, Onslow County Registry, except as more fully set out herein. Except as specifically amended by a provision of this Declaration of Annexation, all of the terms and provisions of the Declaration shall be fully binding and applicable to all such lots as those such lots were described in the Declaration at the time of its recordation.

2. SITE AND BUILDING RESTRICTIONS: In furtherance of the stated purpose of the Declaration, which is "to create (within North Shore Country Club) a planned community with a mix of housing types" Substitute Declarant imposes the following specific restrictions and limitations on the property subjected to the Declaration by the recordation of this Declaration of Annexation:

A. SIZE: Each one-story Dwelling Unit shall contain a minimum of 1,400 square feet of heated, finished floor area. Heated, finished floor area shall specifically exclude all porches or garages, and any other area not subject to the same climate control system contained in the basic living areas of the Dwelling Unit. Each two-story Dwelling Unit shall contain a minimum of 800 square feet of heated, finished floor area on the first floor of the Dwelling Unit. In any event, such Dwelling Unit shall not contain less than 1400 square feet.

B. SIDING: The exterior and visible siding must be solid brick, stucco, wood (OBS painted wood board, cedar or cypress) or a combination of such materials.

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C. GARAGE: An attached two-car garage must be included as an appurtenant part of the Dwelling Unit, and such garage shall not be included in measuring heated, finished floor area. Doors may open to the front of a lot.

D. ROOF: Architectural shingles are the only allowed roofing material.

E. ARCHITECTURAL CONTROL: In addition to the information required to be provided to the Architectural Committee as required by Article V of the Declaration, all submittals must include complete landscaping plan for the yard, which plan must include, at a minimum, a front yard sodded with mature plants, and an automatic sprinkler system for yard maintenance. Furthermore, all exterior improvements, including but not limited to the mailbox and any street or exterior lighting, must be approved by the Architectural Committee following submission of proposed plans for improvement.

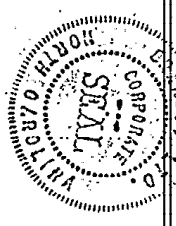
4. SURVIVAL: Except as specifically amended or altered by the Declaration of Annexation, the Covenants shall be fully applicable to all property described herein.

5. DEFAULT: If for any reason it should be determined by a court of law that this Declaration is not a legally effective annexation to the Declaration, binding according to the terms contained herein and the terms of the Declaration, then this Declaration of Annexation shall be deemed to incorporate the terms and provisions of the Declaration, and this Declaration of Annexation shall be deemed binding on the properties described herein. In such event, the owners of lots encumbered hereby shall be obligated to take such steps as may be reasonably necessary to create a homeowners association and an architectural committee consistent with the intent as stated in the Declaration, but the jurisdiction, scope and purpose of such created association shall be limited to the property described herein, and property subsequently annexed hereto by the Substitute Declarant, which property must be property described in the Declaration as appropriate for annexation to the Declaration.

IN WITNESS WHEREOF the undersigned have set their hands and seals, this the day and year first above written.

[Signature] (SEAL)
JOHN A. Elmore, II
[Signature] (SEAL)
Lionel L. Yow
[Signature] (SEAL)
Connie S. Yow

BRANDS LTD.
BY: [Signature]
President



ATTEST:
[Signature]
SECRETARY

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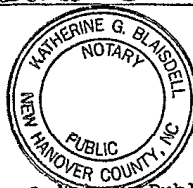
NORTH CAROLINA
COUNTY of New Hanover

I, Katherine G. Blaisdell a Notary Public in and for the County and State aforesaid, do hereby certify that John A. Elmore, II personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 8th day of May, 2000.

Katherine G. Blaisdell
Notary Public

My Commission Expires:
5/30/2004



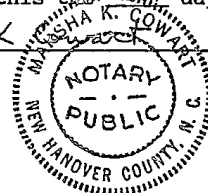
NORTH CAROLINA
COUNTY of New Hanover

I, Marsha K. Cowart a Notary Public in and for the County and State aforesaid, do hereby certify that Lionel L. Yow and wife Connie S. Yow personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 8th day of May, 2000.

Marsha K. Cowart
Notary Public

My Commission Expires:
5/30/2004 2-2-04



NORTH CAROLINA
COUNTY of GASTON

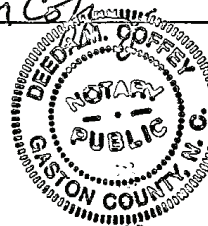
I, Deeda M. Coffey a Notary Public in and for the County and State aforesaid, do hereby certify that Elizabeth D. Brand personally came before me this day and acknowledged that he/she is Secretary Secretary of Brands Ltd., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President President, sealed with its corporate seal and attested by him/her as its Secretary Secretary.

WITNESS my hand and notarial seal, this the 4th day of May, 2000.

Deeda M. Coffey
Notary Public

My Commission Expires:

My Commission Expires March 18, 2004



NORTH CAROLINA, ORSLOW COUNTY
The foregoing certificate(s) of KATHERINE G. BLAISDELL, MARSHA K. COWART & DEEDA M. COFFEY

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1626 Page 399 This 11TH day of MAY 2000

A.D. 12:08 o'clock P. 11
M. J. [Signature] By _____
Register of Deeds, Gaston County Register of Deeds

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16
[Handwritten signature]

Prepared by Lanier & Fountain/lmr

STATE OF NORTH CAROLINA

2001 SEP 24 11:11:00

COUNTY OF ONSLOW

DECLARATION OF AMENDMENT TO
DECLARATION OF MASTER COVENANTS
CONDITIONS AND RESTRICTIONS
FOR NORTH SHORE COUNTRY CLUB

THIS DECLARATION OF ANNEXATION AND AMENDMENT, dated for purposes of reference only, this 21st day of September, 2001, by JOHN A. ELMORE, II, LIONEL L. YOW, CONNIE S. YOW and BRANDS, LT5., doing business in Onslow County, North Carolina (the "Substitute Declarant");

W I T N E S S E T H:

WHEREAS, the Declaration of Master Covenants, Conditions and Restrictions for North Shore Country Club, a golf and residential community, are recorded in Book 814, Page 824 et seq., Onslow County Registry, which document, together with amendments thereto of record in Onslow County, are hereinafter jointly referred to the "Declaration"; and

WHEREAS, the Declaration provides in Article IX, Section 2, that Declarant as defined in the Declaration may, by recordation of a Declaration of Annexation in the Office of the Register of Deeds of Onslow County, North Carolina, annex to the property subjected to the Declaration certain other properties, as more fully described in the Declaration; and

WHEREAS, the Declaration defines Declarant to mean North Ocean Shores, Inc. "as well as their successors and assigns, if such successors or assigns should acquire more than one Undeveloped Site from the Declarant for the purpose of development"; and

WHEREAS, Substitute Declarant herein has acquired more than one Undeveloped Site, and is therefore entitled to exercise the right of Declarant as set out in the Declaration to annex additional properties described in the Declaration to the terms and provisions of the Declaration;

Therefore, the Declaration is hereby amended as follows:

1. ANNEXATION. The provisions of the Declaration are hereby made applicable to all numbered lots shown on that plat

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recorded in Map Book 41, Page 148, Slide K-1095, Onslow County Registry, except as more fully set out herein. Except as specifically amended by a provision of this Declaration of Annexation, all of the terms and provisions of the Declaration shall be fully binding and applicable to all such lots as though such lots were described in the Declaration at the time of its recordation.

2. SITE AND BUILDING RESTRICTIONS. In furtherance of the stated purpose of the Declaration, which is "to create (within North Shore Country Club, a planned community with a mix of housing types" Substitute Declarant imposes the following specific restrictions and limitations on the property subjected to the Declaration by the recordation of this Declaration of Annexation:

A. Size.

1. The following restrictions shall apply to Lots 193 through 197: each one-story Dwelling Unit shall contain a minimum of 1,700 square feet of heating, finished floor area. Heated, finished floor area shall specifically exclude all porches or garages, and any other areas not subject to the same climate control system contained in the basic living areas of the Dwelling Unit. Each two-story Dwelling Unit shall contain a minimum of 1,000 square feet of heated, finished floor area on the first floor of the Dwelling Unit.

2. The following restrictions shall apply to Lots 198 through 203: each one-story Dwelling Unit shall contain a minimum of 1,500 square feet of heating, finished floor area. Heated, finished floor area shall specifically exclude all porches or garages, and any other areas not subject to the same climate control system contained in the basic living areas of the Dwelling Unit. Each two-story Dwelling Unit shall contain a minimum of 900 square feet of heated, finished floor area on the first floor of the Dwelling Unit.

B. SIDING. The exterior and visible siding must be solid brick, stucco, wood (OBS painted wood board, cedar or cypress) or a combination of such materials.

C. GARAGE. An attached two-car garage must be included as an appurtenant part of the Dwelling Unit, and such garage shall not be included in measuring heated, finished floor area. Doors may open to the front of a lot.

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D. ROOF. Architectural shingles are the only allowed roofing material.

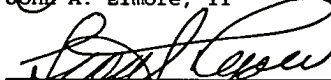
3. ARCHITECTURAL CONTROL. In addition to the information required to be provided to the Architectural Committee as required by Article V of the Declaration, all submittals must include complete landscaping plan for the yard, which plan must include, at a minimum, a front yard sodded with mature plants, and an automatic sprinkler system for yard maintenance. Furthermore, all exterior improvements, including but not limited to the mailbox and any street or exterior lighting, must be approved by the Architectural Committee following submission of proposed plans for improvements.

4. SURVIVAL. Except as specifically amended or altered by this Declaration of Annexation, the Covenants shall be fully applicable to all property described herein.

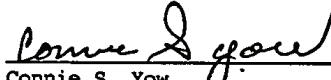
5. DEFAULT. If for any reason it should be determined by a court of law that this Declaration is not a legally effective annexation to the Declaration, binding according to the terms contained herein and the terms of the Declaration, then this Declaration of Annexation shall be deemed to incorporate the terms and provisions of the Declaration, and this Declaration of Annexation shall be deemed binding on the properties described herein. In such event, the owners of lots encumbered hereby shall be obligated to take such steps as may be reasonably necessary to create a homeowners association and an architectural committee consistent with the intent as stated in the Declaration, but the jurisdiction, scope and purpose of such created association shall be limited to the property described herein, and property subsequently annexed here.to by the Substitute Declarant, which property must be property described in the Declaration as appropriate for annexation to the Declaration.



John A. Elmore, II (SEAL)



Lionel L. Yow (SEAL)



Connie S. Yow (SEAL)

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BRANDS, LTD.

(Corporate Seal)

BY: R. Albert Brand
President

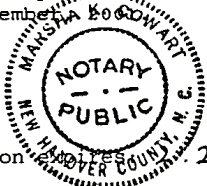
ATTEST:

Elyshitt A Brand
Secretary

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public in and for said County and State, do hereby certify that John A. Elmore, II personally appeared before me this day and acknowledge the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 21st day of September, 2001.



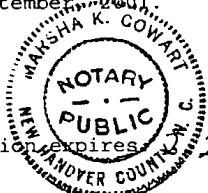
Marsha K Cowart
Notary Public

My commission expires 2-04

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public in and for said County and State, do hereby certify that Lionel L. Yow and wife, Connie S. Yow personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 21st day of September, 2001.



Marsha K Cowart
Notary Public

My commission expires 2-04

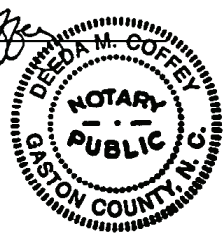
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STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, a Notary Public in and for said County and State, certify that Elizabeth D. Brand personally came before me this date and acknowledged that she is Secretary of Brands, Ltd., 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 19th day of September, 2001.

Deeda M Coffey
Notary Public



My commission expires:
My Commission Expires March 13, 2004

NORTH CAROLINA, ONSLOW COUNTY Deeda M. Coffey
The foregoing certificate(s) of _____
Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1755 Page 717 This 24 day of September
2001 A.D. at 11:08 o'clock A M.
Michael M. Thomas By _____
Register of Deeds, Onslow County Register of Deeds

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602
235

Prepared by Lanier & Fountain/lmr

2002 JUN 17

STATE OF NORTH CAROLINA 2002 JUN 17 PM 12:00

COUNTY OF ONSLOW

DECLARATION OF AMENDMENT TO
DECLARATION OF MASTER COVENANTS
CONDITIONS AND RESTRICTIONS
FOR NORTH SHORE COUNTRY CLUB

THIS DECLARATION OF ANNEXATION AND AMENDMENT, dated for purposes of reference only, this 12th day of December, 2001, by JOHN A. ELMORE, II, LIONEL L. YOW, CONNIE S. YOW and BRANDS, LTD., doing business in Onslow County, North Carolina (the "Substitute Declarant");

WITNESSETH:

WHEREAS, the Declaration of Master Covenants, Conditions and Restrictions for North Shore Country Club, a golf and residential community, are recorded in Book 814, Page 824 et seq., Onslow County Registry, which document, together with amendments thereto of record in Onslow County, are hereinafter jointly referred to the "Declaration"; and

WHEREAS, the Declaration provides in Article IX, Section 2, that Declarant as defined in the Declaration may, by recordation of a Declaration of Annexation in the Office of the Register of Deeds of Onslow County, North Carolina, annex to the property subjected to the Declaration certain other properties, as more fully described in the Declaration; and

WHEREAS, the Declaration defines Declarant to mean North Ocean Shores, Inc. "as well as their successors and assigns, if such successors or assigns should acquire more than one Undeveloped Site from the Declarant for the purpose of development"; and

WHEREAS, Substitute Declarant herein has acquired more than one Undeveloped Site, and is therefore entitled to exercise the right of Declarant as set out in the Declaration to annex additional properties described in the Declaration to the terms and provisions of the Declaration; and

WHEREAS, Article I, Section 6 of the Declaration defines an "undeveloped site" as a site or an area of North Shore yet undeveloped but intended to contain one or more residential units as provided in the general plan for North Shore; and

WHEREAS, Substitute Declarant desires to annex the undeveloped sites hereinafter described with the understanding that said undeveloped sites will be subdivided and developed into multiple residential sites at a future date by the Substitute Declarant; and

WHEREAS, it is the intent of the Substitute Declarant to engage in a phased development scheme for the undeveloped sites to meet market conditions as may exist at that

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time.

Therefore, the Declaration is hereby amended as follows:

1. ANNEXATION. The provisions of the Declaration are hereby made applicable to the Property described on Exhibit A, attached hereto and incorporated herein by reference, hereinafter referred to as the "Property." Except as specifically amended by a provision of this Declaration of Annexation, all of the terms and provisions of the Declaration shall be fully binding and applicable to the Property as though such Property was described in the Declaration at the time of its recordation.

2. SITE AND BUILDING RESTRICTIONS. Notwithstanding anything in the Declaration of Master Covenants, Conditions, and Restrictions for North Shore County Club to the contrary, Substitute Declarant reserves the exclusive right to subdivide the annexed property into residential building sites and to impose building restrictions thereon consistent with the overall development scheme of North Shore Country Club at a subsequent time. Substitute Declarant reserves the right, in its sole discretion, to phase in the subdivision of the annexed property to meet market conditions at that time.

3. COMMON AREAS. Substitute Declarant covenants and agrees to convey title to the common areas created by the subsequent subdivision of the annexed property to the Association, at no cost to the Association, at such time the Substitute Declarant completes the improvements pursuant to Article II, Section 4 of the Declaration and Article IX, Section 2(c) of the Declaration.

4. SURVIVAL. Except as specifically amended or altered by this Declaration of Annexation, the Covenants shall be fully applicable to all property described herein.

5. DEFAULT. If for any reason it should be determined by a court of law that this Declaration is not a legally effective annexation to the Declaration, binding according to the terms contained herein and the terms of the Declaration, then this Declaration of Annexation shall be deemed to incorporate the terms and provisions of the Declaration, and this Declaration of Annexation shall be deemed binding on the properties described herein. In such event, the owners of lots encumbered hereby shall be obligated to take such steps as may be reasonably necessary to create a homeowners association and an architectural committee consistent with the intent as stated in the Declaration, but the jurisdiction, scope and purpose of such created association shall be limited to the property described herein, and property subsequently annexed hereto by the Substitute Declarant, which property must be property described in the Declaration as appropriate for annexation to the Declaration.

[Signature page follows]

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PARKER & ASSOCIATES, INC.

Consulting Engineers - Land Surveyors - Land Planners

306 New Bridge Street - P.O. Box 976
Jacksonville, NC 28541-0976
(910) 455-2414 - Fax: (910) 455-3441

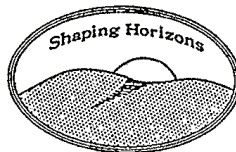


EXHIBIT "A"
LAND DESCRIPTION
January 16, 2002

Undeveloped Tracts
North Shore Country Club
John A. Elmore; Lionel L. and Connie S. Yow; and Brands Ltd.
Stump Sound Township, Onslow County, North Carolina

Tract 1:

BEGINNING at a point on the Southern property line of the now or formerly Susie Flynn Jenkins property, said point also being the Northeastern corner of the Carolina Telephone & Telegraph property as recorded in Deed Book 869, Page 271 of the Onslow County Registry; thence from the **TRUE POINT OF BEGINNING** and running with the Jenkins line, North 88 degrees 19 minutes 15 seconds East 714.09 feet to a point; thence with the Eastern line of the Jenkins property and the Eastern lines of the now or formerly Ronald L & Margaret M. Coy property as recorded in Deed Book 1677, Page 405, and the now or formerly Kenneth E. & Angela G. Suggs property as recorded in Deed Book 1732, Page 105, North 16 degrees 10 minutes 12 seconds West 2256.44 feet to a point; thence with the Southern lines of the Kenneth P. Whichard, Jr. Property as recorded in Deed Book 1033, Page 864 and Deed Book 1033, Page 860, North 26 degrees 49 minutes 14 seconds East 41.78 feet to a point; thence South 70 degrees 49 minutes 37 seconds East 88.85 feet to a point; thence South 81 degrees 13 minutes 00 seconds East 47.29 feet to a point; thence South 01 degrees 26 minutes 57 seconds East 132.59 feet to a point; thence South 65 degrees 29 minutes 39 seconds East 142.94 feet to a point; thence South 62 degrees 38 minutes 33 seconds East 114.73 feet to a point; thence North 86 degrees 17 minutes 40 seconds East 141.90 feet to a point; thence North 86 degrees 00 minutes 21 seconds East 41.70 feet to a point, said point being the Northernmost corner of Lot 53 as shown on a map entitled "Final Plat, Phase II, Sea Pines at North Shore" as recorded in Map Book 36, Page 88; thence with the lines of Lots 53 through 49 of said map, South 41 degrees 19 minutes 29 seconds West 207.23 feet to a point; thence South 70 degrees 41 minutes 07 seconds West 70.41 feet to a point; thence along the arc of a curve having a radius of 50.00 feet and curving to the right 44.94 feet (chord South 16 degrees 05 minutes 04 seconds West 43.44 feet) to a point; thence along the

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arc of a curve having a radius of 25.00 feet and curving to the left 24.26 feet (chord South 14 degrees 01 minutes 59 seconds West 23.32 feet) to a point; thence along the arc of a curve having a radius of 230.00 feet and curving to the left 117.08 feet (chord South 28 feet 20 minutes 50 seconds East 115.82 feet) to a point; thence along the arc of a curve having a radius of 20.00 feet and curving to the left 35.74 feet (chord North 85 feet 52 minutes 59 seconds East 31.17 feet) to a point on the Northern right-of-way line of Mill Run Road (50 foot right-of-way) as shown on a map entitled "Final Plat, Phase I, Sea Pines at North Shore" as recorded in Map Book 30, Page 145; thence with said right-of-way and crossing Windy Point (50 foot right-of-way) as shown on said map, South 34 degrees 41 minutes 47 seconds West 73.76 feet to a point on the Southern right-of-way line of said Windy Point; thence with said right-of-way line and along the arc of a curve having a radius of 280.00 feet and curving to the left 25.03 feet (chord South 52 degrees 44 minutes 32 seconds East 25.02 feet) to a point; thence South 55 degrees 18 minutes 13 seconds East 620.65 feet to a point; thence along the arc of a curve having a radius of 255.00 feet and curving to the left 267.89 feet (chord South 85 degrees 24 minutes 00 seconds East 255.74 feet) to a point; thence along the arc of a curve having a radius of 20.00 feet and curving to the right 30.35 feet (chord South 72 degrees 01 minutes 45 seconds East 27.52 feet) to a point on the Western right-of-way line of Mill Run Road; thence with said right-of-way line and along the arc of a curve having a radius of 445.00 feet and curving to the left 117.09 feet (chord South 36 degrees 05 minutes 57 seconds East 116.75 feet) to a point; thence South 43 degrees 38 minutes 13 seconds East 26.53 feet to a point, said point being the Northeastern corner of Lot 203 as shown on a map entitled "Final Plat, North Shore Country Club, Section V" as recorded in Map Book 41, Page 148; thence leaving said Western right-of-way line and with the lines of Lots 203 through 198 of said map, South 63 degrees 31 minutes 47 seconds West 43.00 feet to a point; thence South 02 degrees 24 minutes 56 seconds West 194.27 feet to a point; thence South 13 degrees 18 minutes 34 seconds West 189.25 feet to a point; thence South 59 degrees 14 minutes 48 seconds West 104.40 feet to a point; thence South 14 degrees 03 minutes 15 seconds East 125.01 feet to a point on the Northern right-of-way line of Mill Run Road (50 foot right-of-way)

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as shown on a map entitled "Final Plat, Street Dedication Plat of Mill Run Road, North Shore Country Club, Section II" as recorded in Map Book 25, Page 163; thence with said right-of-way line South 75 degrees 56 minutes 47 seconds West 133.71 feet to a point; thence along the arc of a curve having a radius of 335.00 feet and curving to the left 301.11 feet (chord South 50 degrees 11 minutes 47 seconds West 291.08 feet) to a point; thence South 24 degrees 26 minutes 47 seconds West 148.48 feet to a point; thence along the arc of a curve having a radius of 233.00 feet and curving to the right 277.89 feet (chord South 58 degrees 36 minutes 47 seconds West 261.71 feet) to a point; thence North 87 degrees 13 minutes 13 seconds West 296.99 feet to a point; thence along the arc of a curve having a radius of 412.00 feet and curving to the left 311.05 feet (chord South 71 degrees 09 minutes 04 seconds West 303.72 feet) to a point, said point being the Southeastern corner of the aforementioned Carolina Telephone & Telegraph property; thence leaving said right-of-way and with the Eastern line of said property, North 01 degrees 40 minutes 45 seconds West 104.21 feet to the **POINT AND PLACE OF BEGINNING**. Containing 23.46 acres more or less and being a portion of that tract described in Deed Book 1104, Page 736.

Tract 2

BEGINNING at a point on the Eastern right-of-way line of Mill Run Road (50 foot right-of-way) as shown on a map entitled "Final Plat, Phase I, Sea Pines at North Shore" as recorded in Map Book 30, Page 145, said point also being the Northwestern corner of Lot 31 as shown on a map entitled "Final Plat, Phase I, Mill Run at North Shore" as recorded in Map Book 26, Page 45; thence from the **TRUE POINT OF BEGINNING** and with said right-of-way line, North 43 degrees 38 minutes 13 seconds West 41.98 feet to a point; thence along the arc of a curve having a radius of 395.00 feet and curving to the right 321.15 feet (chord North 20 degrees 20 minutes 43 seconds West 312.38 feet) to a point; thence North 02 degrees 56 minutes 47 seconds East 2.20 feet to a point on the Southern right-of-way line of Bridge Tender Cove (50 foot right-of-way) as shown on a map entitled "Final Plat, Phase II-A, Sea Pines at North Shore" as recorded

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in Map Book 42, Page 22; thence with said right-of-way line and along the arc of a curve having a radius of 20 feet and curving to the right 29.06 feet (chord North 44 degrees 34 minutes 17 seconds East 26.57 feet) to a point; thence North 86 degrees 11 minutes 47 seconds East 87.97 feet to a point; thence along the arc of a curve having a radius of 255.00 feet and curving to the left 87.90 feet (chord North 76 degrees 19 minutes 17 seconds East 87.46 feet) to a point; thence North 66 degrees 26 minutes 47 seconds East 84.06 feet to a point; thence along the arc of a curve having a radius of 25.00 feet and curving to the right 21.03 feet (chord South 89 degrees 27 minutes 32 seconds East 20.41 feet) to a point; thence along the arc of a curve having a radius of 50.00 feet and curving to the left 206.57 feet (chord North 03 degrees 43 minutes 06 seconds West 88.00 feet) to a point, said point being the Southeastern corner of Lot 70 as shown on said Phase II-A map; thence leaving said right-of-way line and with the line of Lots 70, 66, and 65 of said map, North 32 degrees 04 minutes 22 seconds West 201.69 feet to a point; thence South 30 degrees 45 minutes 00 seconds West 53.50 feet to a point; thence North 55 degrees 37 minutes 32 seconds West 139.56 feet to a point; thence along the arc of a curve having a radius of 50.00 feet and curving to the right 53.24 feet (chord South 64 degrees 52 minutes 47 seconds West 50.76 feet) to a point; thence along the arc of a curve having a radius of 25.00 feet and curving to the left 21.03 feet (chord South 71 degrees 17 minutes 25 seconds West 20.41 feet) to a point; thence South 47 degrees 11 minutes 44 seconds West 10.43 feet to a point; thence along the arc of a curve having a radius of 20.00 feet and curving to the left 28.45 feet (chord South 06 degrees 26 minutes 17 seconds West 26.11 feet) to a point on the Northern right-of-way line of said Mill Run Road; thence with said right-of-way line, along the arc of a curve having a radius of 285.00 feet and curving to the left 84.41 feet (chord North 42 degrees 48 minutes 14 seconds West 84.10 feet) to a point, said point being the Southwesternmost corner of Lot 60 as shown on said Phase I map; thence with the lines of Lots 60 and 59 of said map, along the arc of a curve having a radius of 20.00 feet and curving to the left 28.45 feet (chord North 87 degrees 57 minutes 13 seconds East 26.11 feet) to a point; thence North 47 degrees 11 minutes 44 seconds East 10.43 feet to a

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North Shore Country Club
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point; thence along the arc of a curve having a radius of 25 feet and curving to the left 21.03 feet (chord North 23 degrees 06 minutes 03 seconds 20.41 feet) to a point; thence along the arc of a curve having a radius of 50 feet and curving to the right 50.92 feet (chord North 28 degrees 10 minutes 47 seconds East 48.75 feet) to a point; thence North 32 degrees 38 minutes 47 seconds West 107.40 feet to a point; thence North 25 degrees 49 minutes 00 seconds East 72.48 feet to a point; thence with the Southern lines of the now or formerly Peter Wesley Rider property as recorded in Deed Book 1706, Page 658, and the now or formerly Elbert Earl King property as recorded in Deed Book 1315, Page 973, South 50 degrees 54 minutes 09 seconds East 34.54 feet to a point; thence North 86 degrees 49 minutes 37 seconds East 115.84 feet to a point; thence South 59 degrees 26 minutes 27 seconds East 95.18 feet to a point; thence South 33 degrees 45 minutes 12 seconds East 114.69 feet to a point; thence South 51 degrees 48 minutes 25 seconds East 109.21 feet to a point; thence North 86 degrees 01 minutes 16 seconds East 41.65 feet to a point; thence South 65 degrees 08 minutes 27 seconds East 68.85 feet to a point; thence South 18 degrees 12 minutes 36 seconds West 31.73 feet to a point; thence South 67 degrees 58 minutes 19 seconds East 93.89 feet to a point; thence South 46 degrees 29 minutes 27 seconds East 137.87 feet to a point; thence South 73 degrees 04 minutes 32 seconds East 110.27 feet to a point; thence South 69 degrees 11 minutes 43 seconds East 25.13 feet to a point, said point being the Northern corner of Lots 24 and 23 as shown on said Phase I, Mill Run Map; thence with the lines of Lots 24 through 31 of said map, South 47 degrees 36 minutes 47 seconds West 575.42 feet to a point; thence South 63 degrees 31 minutes 47 seconds West 179.35 feet to the POINT AND PLACE OF BEGINNING. Containing 6.83 acres more or less and being a portion of that tract described in Deed Book 1104, Page 736.

Tract 3.

BEGINNING at a point on the Eastern right-of-way line of North Shore Drive (50 foot right-of-way) as shown on a map entitled "Final Plat, North Shore Country Club, Section III", as recorded in Map Book 25, Page 48, said point also being the Southwestern corner of Lot 195 as

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shown on a map entitled "Final Plat, North Shore Country Club, Section V" as recorded in Map Book 41, Page 148; thence from the TRUE POINT OF BEGINNING and leaving said right-of-way line and with the Southern line of Lot 195 of said map, North 68 degrees 12 minutes 40 seconds East (recorded as North 68 degrees 09 minutes 25 seconds East) 165.19 feet to a point; thence North 51 degrees 29 minutes 14 seconds East 328.17 feet to a point; thence North 70 degrees 30 minutes 09 seconds East 508.96 feet to a point; thence North 59 degrees 09 minutes 40 seconds East 529.22 feet to a point; thence North 65 degrees 32 minutes 34 seconds East 419.48 feet to a point; thence South 82 degrees 45 minutes 20 seconds East 235.30 feet to a point; thence South 11 degrees 51 minutes 24 seconds East 239.11 feet to a point; thence South 50 degrees 04 minutes 45 seconds West 355.47 feet to a point; thence South 38 degrees 51 minutes 14 seconds West 268.93 feet to a point; thence North 58 degrees 19 minutes 11 seconds West 179.00 feet to a point; thence South 51 degrees 52 minutes 55 seconds West 313.57 feet to a point; thence South 24 degrees 17 minutes 27 seconds West 403.93 feet to a point; thence South 28 degrees 29 minutes 53 seconds West 431.27 feet to a point; thence South 14 degrees 10 minutes 27 seconds East 141.61 feet to a point; thence South 74 degrees 21 minutes 56 seconds West 107.78 feet to a point, said point being the Northern corner of Lot 170 of said Section III map; thence with the Northwestern line of Lot 170, South 55 degrees 00 minutes 00 seconds West 172.00 feet to a point on the Northern right-of-way line of said North Shore Drive; thence with said right-of-way line along the arc of a curve having a radius of 555.00 feet and curving to the right 183.24 feet (chord North 25 degrees 32 minutes 30 seconds West 182.41 feet) to a point; thence North 16 degrees 05 minutes 00 seconds West 186.75 feet to a point; thence along the arc of a curve having a radius of 705.00 feet and curving to the left 380.42 feet (chord North 31 degrees 32 minutes 30 seconds West 375.82 feet) to a point; thence North 47 degrees 00 minutes 00 seconds West 246.43 feet to a point; thence along the arc of a curve having a radius of 425.00 feet and curving to the right 128.14 feet (chord North 38 degrees 21 minutes 46 seconds West 127.65 feet) to the POINT AND PLACE OF BEGINNING. Containing 29.16

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acres more or less and being a portion of that tract described in Deed Book 1104, Page 736. Less and except any portion of the above tract which may lie within the North Shore Country Club Golf Course.

Tract 4:

BEGINNING at a point on the Eastern right-of-way line of N.C. Highway 210 (150 foot right-of-way), said point also being the Southern right-of-way line of Mill Run Road (50 foot right-of-way) as shown on a map entitled "Final Plat, Street Dedication Plat of Mill Run Road, North Shore Country Club, Section II" as recorded in Map Book 25, Page 163; thence from the **TRUE POINT OF BEGINNING** and with the right-of-way line of said Mill Run Road, along the arc of a curve having a radius of 20.00 feet and curving to the right 30.64 feet (chord North 43 degrees 48 minutes 10 seconds East 27.73 feet) to a point; thence North 87 degrees 41 minutes 49 seconds East 57.34 feet to a point; thence along the arc of a curve having a radius of 378.65 feet and curving to the left 116.21 feet (chord North 78 degrees 54 minutes 18 seconds East 115.75 feet) to a point; thence North 70 degrees 06 minutes 47 seconds East 113.15 feet to a point; thence along the arc of a curve having a radius of 735.73 feet and curving to the left 333.86 feet (chord North 57 degrees 06 minutes 47 seconds East 331.01 feet) to a point; thence North 44 degrees 06 minutes 47 seconds East 214.59 feet to a point; thence along the arc of a curve having a radius of 362.00 feet and curving to the right 307.48 feet (chord North 68 degrees 26 minutes 47 seconds East 298.32 feet) to a point; thence South 87 degrees 13 minutes 13 seconds East 263.85 feet to a point on the Western right-of-way line of North Shore Drive (50 foot right-of-way) as shown on said Street Dedication Plat; thence with said Western right-of-way line and along the arc of a curve having a radius of 20.00 feet and curving to the right 25.39 feet (chord South 50 degrees 50 minutes 44 seconds East 23.72 feet) to a point; thence South 14 degrees 28 minutes 15 seconds East 155.33 feet to the point of tangency of a curve; said point being the terminus of said Western right-of-way line as shown on said Street Dedication Plat; thence with a "force closed" line to adjust for a different bearing base, South 11 degrees 29

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minutes 01 seconds East 1.34 feet to the same point of tangency, thence with the Western right-of-way line of North Shore Drive (50 foot right-of-way) as shown on a map entitled "Final Plat, North Shore Country Club, Section III" as recorded in Map Book 25, Page 48 and along the arc of a curve having a radius of 475.00 feet and curving to the left 247.23 feet (chord South 29 degrees 19 minutes 38 seconds East 244.45 feet) to a point, said point being the Northern corner of Lot 194 as shown on a map entitled "Final Plat, North Shore Country Club, Section V" as recorded in Map Book 41, Page 148; thence leaving said Western right-of-way line and with the line of Lots 194 and 193 of said map, South 43 degrees 00 minutes 00 seconds West (recorded as South 42 degrees 56 minutes 45 seconds West) 200.55 feet to a point; thence South 47 degrees 00 minutes 00 seconds East (recorded as South 47 degrees 03 minutes 15 seconds East) 200.00 feet to a point; thence North 43 degrees 00 minutes 00 seconds East (recorded as North 42 degrees 56 minutes 45 seconds East) 200.00 feet to a point on the aforementioned Western right-of-way line; thence with said right-of-way line, South 47 degrees 00 minutes 00 seconds East 69.32 feet to a point; thence along the arc of a curve having a radius of 655.00 feet and curving to the right 353.44 feet (chord South 31 degrees 32 minutes 30 seconds East 349.16 feet) to a point; thence South 16 degrees 05 minutes 00 seconds East 186.75 feet to a point; thence along the arc of a curve having a radius of 605.00 feet and curving to the left 58.08 feet (chord South 18 degrees 50 minutes 00 seconds East 58.05 feet) to a point, said point being the Northeastern corner of Lot 171 as shown on said Section III map; thence with the Northern line of said Lot 171, South 68 degrees 25 minutes 00 seconds West 152.00 feet to a point, said point being the common corner of said Lot 171 and Lot 3 as shown on a map entitled "Final Plat, North Shore Country Club, Section III-A" as recorded in Map Book 25, Page 151; thence with the lines of Lots 3 through 6 of said map, South 56 degrees 00 minutes 00 seconds West 155.03 feet to a point; thence South 42 degrees 01 minutes 00 seconds West 215.60 feet to a point; thence South 32 degrees 00 minutes 00 seconds East 220.00 feet to a point, said point being the common corner of Lot 6 of said Section II-A map and Lot 186 of said Section III map; thence with the lines of Lots 186 through 189 of said Section III map, South 30 degrees 00 minutes 00 seconds

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East 170.00 feet to a point; thence South 17 degrees 30 minutes 00 seconds East 107.23 feet to a point; thence leaving said lines, South 68 degrees 41 minutes 24 seconds West 308.76 feet to a point; thence South 21 degrees 18 minutes 36 seconds East 356.09 feet to a point on the Northern right-of-way line of North Shore Drive (50 foot right-of-way) as shown on said Section III map; thence with said right-of-way line along the arc of a curve having a radius of 1475.00 feet and curving to the left 95.32 feet (chord South 61 degrees 38 minutes 57 seconds West 95.30 feet) to a point; thence leaving said right-of-way line, North 22 degrees 01 minutes 26 seconds West 221.07 feet to a point; thence North 25 degrees 06 minutes 25 seconds West 244.15 feet to a point; thence North 40 degrees 37 minutes 15 seconds West 176.37 feet to a point; thence North 74 degrees 32 minutes 26 seconds West 115.95 feet to a point; thence South 58 degrees 16 minutes 26 seconds West 254.70 feet to a point; thence South 42 degrees 24 minutes 17 seconds West 221.23 feet to a point; thence South 81 degrees 18 minutes 32 seconds West 169.21 feet to a point; thence North 09 degrees 13 minutes 22 seconds East 128.73 feet to a point; thence North 19 degrees 54 minutes 01 seconds East 768.82 feet to a point, thence North 39 degrees 10 minutes 31 seconds East 269.94 feet to a point; thence North 26 degrees 35 minutes 42 seconds West 348.59 feet to a point; thence North 18 degrees 40 minutes 20 seconds East 437.84 feet to a point; thence North 60 degrees 23 minutes 47 seconds West 74.24 feet to a point; thence South 64 degrees 15 minutes 13 seconds West 45.00 feet to a point; thence South 43 degrees 56 minutes 13 seconds West 183.95 feet to a point; thence South 37 degrees 36 minutes 54 seconds West 409.32 feet to a point; thence South 07 degrees 18 minutes 56 seconds West 159.70 feet to a point; thence South 26 degrees 05 minutes 52 seconds East 92.27 feet to a point; thence South 44 degrees 24 minutes 09 seconds East 103.20 feet to a point; thence South 05 degrees 48 minutes 12 seconds East 114.26 feet to a point; thence South 19 degrees 46 minutes 43 seconds West 102.03 feet to a point; thence South 54 degrees 58 minutes 18 seconds West 90.43 feet to a point; thence South 13 degrees 22 minutes 01 seconds West 197.41 feet to a point; thence South 31 degrees 28 minutes 56 seconds West 141.97 feet to a point; thence South 51 degrees 37 minutes 02 seconds West 126.15 feet to a point; thence South 33 degrees 06 minutes 25 seconds

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Undeveloped Tracts

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West 173.30 feet to a point on the Eastern right-of-way line of N.C. Highway 210; thence with said right-of-way line, North 12 degrees 57 minutes 30 seconds West 148.18 feet to a point; thence North 11 degrees 30 minutes 19 seconds West 148.09 feet to a point; thence North 09 degrees 55 minutes 16 seconds West 148.08 feet to a point; thence North 08 degrees 27 minutes 28 seconds West 148.08 feet to a point; thence North 06 degrees 54 minutes 26 seconds West 148.00 feet to a point; thence North 05 degrees 23 minutes 12 seconds West 148.04 feet to a point; thence North 03 degrees 52 minutes 21 seconds West 148.32 feet to a point; thence North 02 degrees 44 minutes 48 seconds West 98.31 feet to a point; thence North 01 degrees 13 minutes 53 seconds West 148.29 feet to a point; thence with a "force closed" line to adjust for a different bearing base North 00 degrees 02 minutes 43 seconds East 38.71 feet to the **POINT AND PLACE OF BEGINNING**. Containing 49.65 acres more or less and being a portion of that tract described in Deed Book 1104, Page 736. Less and except any portion of the above tract which may lie within the North Shore Country Club Golf Course.

Tract 5

BEGINNING at a point on the Eastern right-of-way line of N.C. Highway 210 (150 foot right-of-way), said point also being the Southwestern corner of the now or formerly Susie Flynn Jenkins property referenced in Tract 1 above; thence from the **TRUE POINT OF BEGINNING** and leaving said right-of-way and with the Jenkins property, North 88 degrees 19 minutes 15 seconds East 640.00 feet to a point, said point being the Northwestern corner of the Carolina Telephone & Telegraph property as recorded in Deed Book 869, Page 271; thence with the Western line of said property, South 01 degrees 40 minutes 45 seconds East 150.28 feet to a point on the Northern right-of-way line of Mill Run Road as shown on a map entitled "Final Plat, Street Dedication Plat of Mill Run Road, North Shore Country Club, Section II" as recorded in Map Book 25, Page 163, said point also being the Southwest corner of said Carolina Telephone & Telegraph property; thence with said right-of-way line, South 44 degrees 06 minutes 47 seconds West 185.46 feet to a point; thence along the arc of a curve having a radius of 685.73

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Undeveloped Tracts

North Shore Country Club

John A. Elmore; Lionel L. and Connie S. Yow; and Brands Ltd.

Stump Sound Township, Onslow County, North Carolina

feet and curving to the right 311.17 feet (chord South 57 degrees 06 minutes 47 seconds West 308.51 feet) to a point; thence along the arc of a curve having a radius of 311.15 feet and curving to the right 95.49 feet (chord South 78 degrees 54 minutes 15 seconds West 95.11 feet) to a point; thence South 87 degrees 41 minutes 47 seconds West 165.17 feet to a point; thence along the arc of a curve having a radius of 20.00 feet and curving to the right 32.81 feet (chord North 45 degrees 18 minutes 14 seconds West 29.25 feet) to a point on the Eastern right-of-way line of said N.C. Highway 210; thence with said right-of-way line, North 01 degrees 41 minutes 45 seconds East 131.72 feet to a point; thence North 02 degrees 58 minutes 55 seconds East 148.27 feet to a point; thence North 04 degrees 13 minutes 40 seconds East 157.20 feet to the **POINT AND PLACE OF BEGINNING**. Containing 5.67 acres more or less and being a portion of that tract described in Deed Book 1104, Page 736.

Tract 6

BEGINNING at a point on the Southern right-of-way line of North Shore Drive (50 foot right-of-way) as shown on a map entitled "Final Plat, North Shore Country Club, Section III" as recorded in Map Book 25, Page 48, said point also being the Northwestern corner of Lot 11 as shown on a map entitled "Final Plat, Augusta Place, Phase I at North Shore Country Club" as recorded in Map Book 32, Page 132; thence from the **TRUE POINT OF BEGINNING**, and leaving said right-of-way line and with the Southwestern line of Lot 11, South 47 degrees 56 minutes 55 seconds East 217.22 feet to a point, said point being the Southwestern corner of Lot 11; thence South 78 degrees 17 minutes 43 seconds West 242.89 feet to a point, said point being the Northeast corner of the now or formerly North Shore Inn, LLC property as recorded in Deed Book 1638, Page 1066; thence with said North Shore Inn property North 34 degrees 52 minutes 08 seconds West 182.75 feet to a point on the Southern right-of-way line said North Shore Drive; thence with said right-of-way line, North 74 degrees 47 minutes 45 seconds East 106.50 feet to a point; thence along the arc of a curve having a radius of 759.58 feet and curving to the right 80.09 feet (chord North 77 degrees 49 minutes 00 seconds East 80.06 feet) to the **POINT AND**

BOOK 1800 PAGE 027

Undeveloped Tracts
North Shore Country Club
John A. Elmore; Lionel L. and Connie S. Yow; and Brands Ltd.
Stump Sound Township, Onslow County, North Carolina

PLACE OF BEGINNING. Containing 0.86 acres more or less and being a portion of that tract described in Deed Book 1104, Page 736. Less and except any portion of the above tract which may lie within the North Shore Country Club Golf Course.

Tract 7

BEGINNING at a point on the Western right-of-way line of N.C. Highway 210 (150 foot right-of-way), said point also being the Northern right-of-way line of Seascape Drive (50 foot right-of-way) as shown on a map entitled "Final Plat, North Shore Country Club, Section I" as recorded in Map Book 24, Page 110; thence from the **TRUE POINT OF BEGINNING** and with the right-of-way line of Seascape Drive, along the arc of a curve having a radius of 20.00 feet and curving to the right 31.41 feet (chord South 29 degrees 48 minutes 15 seconds West 28.28 feet) to a point; thence South 74 degrees 47 minutes 45 seconds West 46.29 feet to a point; thence along the arc of a curve having a radius of 228.39 feet and curving to the left 122.76 feet (chord South 59 degrees 23 minutes 53 seconds West 121.28 feet) to a point, said point being the Southeastern corner of Lot 1A as shown on a map entitled "Final Plat, Lots 1A & 41 A, North Shore Country Club, Section I-A Additions" as recorded in Map Book 24, Page 204; thence with the lines of Lot 1A, North 46 degrees 00 minutes 00 seconds West 164.00 feet to a point; thence South 44 degrees 00 minutes 00 seconds West 126.29 feet to a point; thence South 46 degrees 00 minutes 00 seconds East 164.00 feet to a point on the Northern right-of-way line of said Seascape Drive; thence with said right-of-way line South 44 degrees 00 minutes 00 seconds West 30.00 feet to a point, said point being the Southeastern corner of Lot 1 of said Section I map; thence leaving said right-of-way line and with the lines of lots 1 and 2 of said map, North 46 degrees 00 minutes 00 seconds West 164.00 feet to a point, thence South 52 degrees 10 minutes 00 seconds West 150.50 feet to a point; thence leaving said lines, North 15 degrees 47 minutes 04 seconds West 115.20 feet to a point; thence North 00 degrees 13 minutes 18 seconds East 245.16 feet to a point, thence North 83 degrees 59 minutes 54 seconds West 344.53 feet to a point; thence South 67 degrees 30 minutes 53 seconds West 290.31 feet to a point; thence North

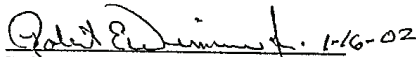
BOOK 1800 PAGE 028

Undeveloped Tracts
North Shore Country Club
John A. Elmore; Lionel L. and Connie S. Yow; and Brands Ltd.
Stump Sound Township, Onslow County, North Carolina

41 degrees 51 minutes 09 seconds West 721.10 feet to a point; thence North 12 degrees 31 minutes 03 seconds East 391.83 feet to a point; thence North 55 degrees 26 minutes 25 seconds East 747.44 feet to a point on the Western line of Lot 32 of said Section I map; thence with the lines of Lots 32 through 35 of said map, South 26 degrees 19 minutes 00 seconds East 142.76 feet to a point; thence South 76 degrees 54 minutes 00 seconds East 121.50 feet to a point; thence North 56 degrees 22 minutes 00 seconds East 326.70 feet to a point, said point being the Southeastern corner of said Lot 35; thence North 83 degrees 05 minutes 34 seconds East 136.55 feet to a point on the Western right-of-way line of said N.C. Highway 210; thence with said right-of-way line, South 06 degrees 54 minutes 26 seconds East 53.92 feet to a point; thence South 08 degrees 27 minutes 28 seconds East 152.02 feet to a point; thence South 09 degrees 55 minutes 16 seconds East 152.07 feet to a point; thence South 11 degrees 30 minutes 19 seconds East 152.06 feet to a point; thence South 12 degrees 57 minutes 30 seconds East 151.97 feet to a point; thence South 14 degrees 23 minutes 54 seconds East 151.26 feet to a point; thence South 14 degrees 49 minutes 50 seconds East 59.65 feet to a point; thence South 15 degrees 11 minutes 13 seconds East 644.84 feet to the **POINT AND PLACE OF BEGINNING**. Containing 37.33 acres more or less and being a portion of that tract described in Deed Book 1104, Page 736. Less and except any portion of the above tract which may lie within the North Shore Country Club Golf Course.

The above seven (7) descriptions being prepared by Parker and Associates, Inc. on January 14, 2002 from a combination of previous surveys, recorded information and computations - not by a current survey. Some lines may be mathematically "force closed" to form a closed perimeter.

These descriptions were prepared to identify areas for annexation into the Owners Association and are not for sales. All courses are correct in their angular relationship to Magnetic North 1984 per Map Book 25, Page 48.


Robert E. Wimmer, Jr., P.L.S., L-2990
REW/gsk
01/16/02 c2:\nd-desc\nscreem



BOOK 1800 PAGE 029

In witness whereof, the Substitute Declarant has caused this instrument to be executed as of the date and year first above written.

John A. Elmore, II (SEAL)
John A. Elmore, II

Lionel L. Yow (SEAL)
Lionel L. Yow

Connie S. Yow (SEAL)
Connie S. Yow



BRANDS, LTD.

BY: R. Allyn Brand
President

ATTEST:

Elizabeth D. Branch
Secretary

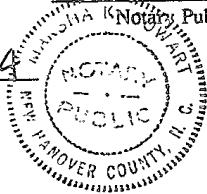
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public in and for said County and State, do hereby certify that John A. Elmore, II personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 12th day of December, 2001.

Maisha K. Cowart
Notary Public

My commission expires: 2-2-04



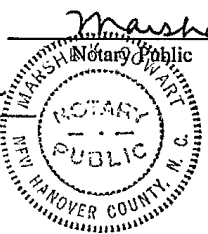
BOOK 1800 PAGE 030

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public in and for said County and State, do hereby certify that Lionel L. Yow and wife, Connie S. Yow personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 12th day of December, 2001.

Marsha K Cowart
Notary Public
My commission expires: 2-2-04

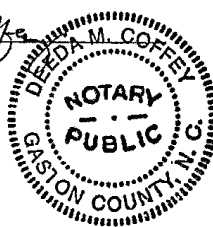


STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, a Notary Public in and for said County and State, certify that Elizabeth D. Brand personally came before me this date and acknowledged that she is Secretary of Brands, Ltd., 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 27th day of December, 2001.

Deeda M Coffey
Notary Public
My commission expires: My Commission Expires March 13, 2004



F:\apps\WP51\DOCS\SUBDIV\North Shore Country Club\Sea Pines Sect 2a.wpd

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Marsha K Cowart , Deeda M Coffey

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1800 Page 14 This 17 day of January 2002 A.D., at 12:00 o'clock p M.

Michelle M. K. Moore By _____
Register of Deeds, Onslow County Register of Deeds

BOOK 1800 PAGE 459

#26
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Prepared by Lanier & Fountain/lmr

DEC 13 2001 9:57

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

DECLARATION OF AMENDMENT TO
DECLARATION OF MASTER COVENANTS
CONDITIONS AND RESTRICTIONS
FOR NORTH SHORE COUNTRY CLUB

THIS DECLARATION OF ANNEXATION AND AMENDMENT, dated for purposes of reference only, this 10th day of December, 2001, by JOHN A. ELMORE, II, LIONEL L. YOW, CONNIE S. YOW and BRANDS, LTD., doing business in Onslow County, North Carolina (the "Substitute Declarant");

W I T N E S S E T H:

WHEREAS, the Declaration of Master Covenants, Conditions and Restrictions for North Shore County Club, a golf and residential community, are recorded in Book 814, Page 824 et seq., Onslow County Registry, which document, together with amendments thereto of record in Onslow County, are hereinafter jointly referred to the "Declaration"; and

WHEREAS, the Declaration provides in Article IX, Section 2, that Declarant as defined in the Declaration may, by recordation of a Declaration of Annexation in the Office of the Register of Deeds of Onslow County, North Carolina, annex to the property subjected to the Declaration certain other properties, as more fully described in the Declaration; and

WHEREAS, the Declaration defines Declarant to mean North Ocean Shores, Inc. "as well as their successors and assigns, if such successors or assigns should acquire more than one Undeveloped Site from the Declarant for the purpose of development"; and

WHEREAS, Substitute Declarant herein has acquired more than one Undeveloped Site, and is therefore entitled to exercise the right of Declarant as set out in the Declaration to annex additional properties described in the Declaration to the terms and provisions of the Declaration;

Therefore, the Declaration is hereby amended as follows:

1. ANNEXATION. The provisions of the Declaration are hereby made applicable to all numbered lots shown on that plat

BOOK 1800 PAGE 460

recorded in Map Book 42, Page 22, Slide K-1209, Onslow County Registry, except as more fully set out herein. Except as specifically amended by a provision of this Declaration of Annexation, all of the terms and provisions of the Declaration shall be fully binding and applicable to all such lots as though such lots were described in the Declaration at the time of its recordation.

2. SITE AND BUILDING RESTRICTIONS. In furtherance of the stated purpose of the Declaration, which is "to create within North Shore Country Club, a planned community with a mix of housing types" Substitute Declarant imposes the following specific restrictions and limitations on the property subjected to the Declaration by the recordation of this Declaration of Annexation:

A. Size. The following restrictions shall apply to Lots 65 through 70: each one-story Dwelling Unit shall contain a minimum of 1,300 square feet of heating, finished floor area. Heated, finished floor area shall specifically exclude all porches or garages, and any other areas not subject to the same climate control system contained in the basic living areas of the Dwelling Unit. Each two-story Dwelling Unit shall contain a minimum of 800 square feet of heated, finished floor area on the first floor of the Dwelling Unit.

B. SIDING. The exterior and visible siding must be solid brick, stucco, wood (OBS painted wood board, cedar or cypress), vinyl or a combination of such materials.

C. GARAGE. An attached two-car garage must be included as an appurtenant part of the Dwelling Unit, and such garage shall not be included in measuring heated, finished floor area. Doors may open to the front of a lot.

D. ROOF. Architectural shingles are the only allowed roofing material.

E. NO SUBDIVISION OF LOT. No lot shall be subdivided by sale or otherwise except to increase the size of an adjacent lot in which event the remainder shall be sold or otherwise utilized as a part of the lot adjacent to it.

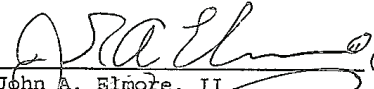
3. ARCHITECTURAL CONTROL. In addition to the information required to be provided to the Architectural Committee as required by Article V of the Declaration, all submittals must include complete landscaping plan for the yard, which plan must

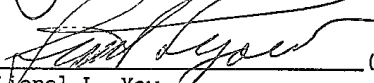
BOOK 1800 PAGE 461

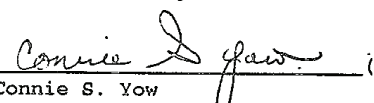
included, at a minimum, a front yard sodded with mature plants, and an automatic sprinkler system for yard maintenance. Furthermore, all exterior improvements, including but not limited to the mailbox and any street or exterior lighting, must be approved by the Architectural Committee following submission of proposed plans for improvements.

4. SURVIVAL. Except as specifically amended or altered by this Declaration of Annexation, the Covenants shall be fully applicable to all property described herein.

5. DEFAULT. If for any reason it should be determined by a court of law that this Declaration is not a legally effective annexation to the Declaration, binding according to the terms contained herein and the terms of the Declaration, then this Declaration of Annexation shall be deemed to incorporate the terms and provisions of the Declaration, and this Declaration of Annexation shall be deemed binding on the properties described herein. In such event, the owners of lots encumbered hereby shall be obligated to take such steps as may be reasonably necessary to create a homeowners association and an architectural committee consistent with the intent as stated in the Declaration, but the jurisdiction, scope and purpose of such created association shall be limited to the property described herein, and property subsequently annexed hereto by the Substitute Declarant, which property must be property described in the Declaration as appropriate for annexation to the Declaration.


John A. Elmore, II (SEAL)


Lionel L. Yow (SEAL)


Connie S. Yow (SEAL)

BOOK 1800 PAGE 462



(Corporate Seal)

BRANDS, LTD.

BY: R. Roy Brands
President

ATTEST:

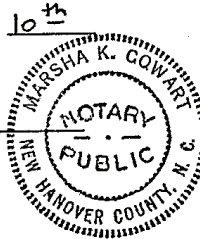
Elizabeth Brand
Secretary

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public in and for said County and State, do hereby certify that John A. Elmore, II personally appeared before me this day and acknowledge the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10th day of December, 2001.

Marsha K Cowart
Notary Public



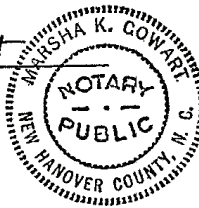
My commission expires: 2-2-04

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public in and for said County and State, do hereby certify that Lionel L. Yow and wife, Connie S. Yow personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10th day of December, 2001.

Marsha K Cowart
Notary Public



My commission expires: 2-2-04

BOOK 1800 PAGE 463

STATE OF NORTH CAROLINA
COUNTY OF GASTON

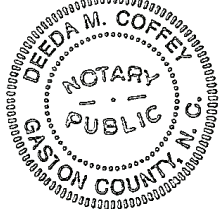
I, a Notary Public in and for said County and State, certify that Elizabeth D. Brand personally came before me this date and acknowledged that she is Secretary of Brands, Ltd., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was 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 7th day of December, 2001.

Deeda M Coffey
Notary Public

My commission expires:

My Commission Expires March 13, 2004



NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Marsha K. Cowart & Deeda M. Coffey

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1800 Page 459 This 18th day of January

2002 D., at 9:57 o'clock A M.

Michael A. Thomas By _____
Register of Deeds, Onslow County Register of Deeds

BOOK 1800 PAGE 459

#26
→

Prepared by Lanier & Fountain/lmr

DEC 13 2001 9:57

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

DECLARATION OF AMENDMENT TO
DECLARATION OF MASTER COVENANTS
CONDITIONS AND RESTRICTIONS
FOR NORTH SHORE COUNTRY CLUB

THIS DECLARATION OF ANNEXATION AND AMENDMENT, dated for purposes of reference only, this 10th day of December, 2001, by JOHN A. ELMORE, II, LIONEL L. YOW, CONNIE S. YOW and BRANDS, LTD., doing business in Onslow County, North Carolina (the "Substitute Declarant");

W I T N E S S E T H:

WHEREAS, the Declaration of Master Covenants, Conditions and Restrictions for North Shore County Club, a golf and residential community, are recorded in Book 814, Page 824 et seq., Onslow County Registry, which document, together with amendments thereto of record in Onslow County, are hereinafter jointly referred to the "Declaration"; and

WHEREAS, the Declaration provides in Article IX, Section 2, that Declarant as defined in the Declaration may, by recordation of a Declaration of Annexation in the Office of the Register of Deeds of Onslow County, North Carolina, annex to the property subjected to the Declaration certain other properties, as more fully described in the Declaration; and

WHEREAS, the Declaration defines Declarant to mean North Ocean Shores, Inc. "as well as their successors and assigns, if such successors or assigns should acquire more than one Undeveloped Site from the Declarant for the purpose of development"; and

WHEREAS, Substitute Declarant herein has acquired more than one Undeveloped Site, and is therefore entitled to exercise the right of Declarant as set out in the Declaration to annex additional properties described in the Declaration to the terms and provisions of the Declaration;

Therefore, the Declaration is hereby amended as follows:

1. ANNEXATION. The provisions of the Declaration are hereby made applicable to all numbered lots shown on that plat

BOOK 1800 PAGE 460

recorded in Map Book 42, Page 22, Slide K-1209, Onslow County Registry, except as more fully set out herein. Except as specifically amended by a provision of this Declaration of Annexation, all of the terms and provisions of the Declaration shall be fully binding and applicable to all such lots as though such lots were described in the Declaration at the time of its recordation.

2. SITE AND BUILDING RESTRICTIONS. In furtherance of the stated purpose of the Declaration, which is "to create within North Shore Country Club, a planned community with a mix of housing types" Substitute Declarant imposes the following specific restrictions and limitations on the property subjected to the Declaration by the recordation of this Declaration of Annexation:

A. Size. The following restrictions shall apply to Lots 65 through 70: each one-story Dwelling Unit shall contain a minimum of 1,300 square feet of heating, finished floor area. Heated, finished floor area shall specifically exclude all porches or garages, and any other areas not subject to the same climate control system contained in the basic living areas of the Dwelling Unit. Each two-story Dwelling Unit shall contain a minimum of 800 square feet of heated, finished floor area on the first floor of the Dwelling Unit.

B. SIDING. The exterior and visible siding must be solid brick, stucco, wood (OBS painted wood board, cedar or cypress), vinyl or a combination of such materials.

C. GARAGE. An attached two-car garage must be included as an appurtenant part of the Dwelling Unit, and such garage shall not be included in measuring heated, finished floor area. Doors may open to the front of a lot.

D. ROOF. Architectural shingles are the only allowed roofing material.

E. NO SUBDIVISION OF LOT. No lot shall be subdivided by sale or otherwise except to increase the size of an adjacent lot in which event the remainder shall be sold or otherwise utilized as a part of the lot adjacent to it.

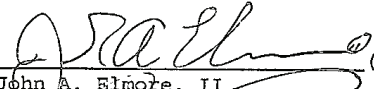
3. ARCHITECTURAL CONTROL. In addition to the information required to be provided to the Architectural Committee as required by Article V of the Declaration, all submittals must include complete landscaping plan for the yard, which plan must

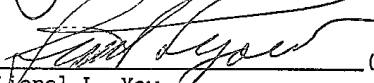
BOOK 1800 PAGE 461

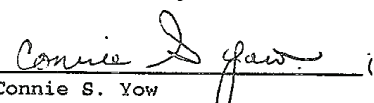
included, at a minimum, a front yard sodded with mature plants, and an automatic sprinkler system for yard maintenance. Furthermore, all exterior improvements, including but not limited to the mailbox and any street or exterior lighting, must be approved by the Architectural Committee following submission of proposed plans for improvements.

4. SURVIVAL. Except as specifically amended or altered by this Declaration of Annexation, the Covenants shall be fully applicable to all property described herein.

5. DEFAULT. If for any reason it should be determined by a court of law that this Declaration is not a legally effective annexation to the Declaration, binding according to the terms contained herein and the terms of the Declaration, then this Declaration of Annexation shall be deemed to incorporate the terms and provisions of the Declaration, and this Declaration of Annexation shall be deemed binding on the properties described herein. In such event, the owners of lots encumbered hereby shall be obligated to take such steps as may be reasonably necessary to create a homeowners association and an architectural committee consistent with the intent as stated in the Declaration, but the jurisdiction, scope and purpose of such created association shall be limited to the property described herein, and property subsequently annexed hereto by the Substitute Declarant, which property must be property described in the Declaration as appropriate for annexation to the Declaration.


John A. Elmore, II (SEAL)


Lionel L. Yow (SEAL)


Connie S. Yow (SEAL)

BOOK 1800 PAGE 462



(Corporate Seal)

BRANDS, LTD.

BY: R. Roy Brands
President

ATTEST:

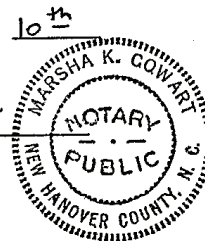
Elizabeth Brand
Secretary

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public in and for said County and State, do hereby certify that John A. Elmore, II personally appeared before me this day and acknowledge the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10th day of December, 2001.

Marsha K. Cowart
Notary Public



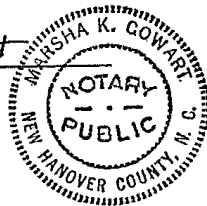
My commission expires: 2-2-04

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public in and for said County and State, do hereby certify that Lionel L. Yow and wife, Connie S. Yow personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10th day of December, 2001.

Marsha K. Cowart
Notary Public



My commission expires: 2-2-04

BOOK 1800 PAGE 463

STATE OF NORTH CAROLINA
COUNTY OF GASTON

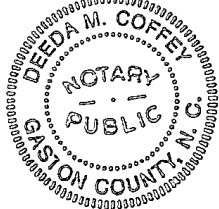
I, a Notary Public in and for said County and State, certify that Elizabeth D. Brand personally came before me this date and acknowledged that she is Secretary of Brands, Ltd., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was 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 7th day of December, 2001.

Deeda M Coffey
Notary Public

My commission expires:

My Commission Expires March 13, 2004



NORTH CAROLINA, ONSLOW COUNTY


The foregoing certificate(s) of Marsha K. Cowart & Deeda M. Coffey

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1800 Page 459 This 18th day of January

2002 D., at 9:57 o'clock A M.

Michelle A. Thomas By _____
Register of Deeds, Onslow County Register of Deeds

Fisher


 Doc ID: 008058390004 Type: CRP
 Recorded: 04/29/2010 at 02:50:52 PM
 Fee Amt: \$23.00 Page 1 of 4
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
BK 3395 PG 173-176

Prepared by and return to:
Lanier, Fountain & Ceruzzi/dh

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

DECLARATION OF ANNEXATION AND
 AMENDMENT TO DECLARATION OF
 MASTER COVENANTS, CONDITIONS
 AND RESTRICTIONS FOR NORTH
 SHORE COUNTRY CLUB

THIS DECLARATION OF ANNEXATION AND AMENDMENT, dated for purposes of
 reference only, this 23rd day of April 2010, by NORTH SHORE HOLDINGS, LLC, a
 North Carolina limited liability company, successor in interest to JOHN A. ELMORE, II, LIONEL
 L. YOW, CONNIE S. YOW and BRANDS, LTD., doing business in Onslow County, North
 Carolina (the "Substitute Declarant");

WITNESSETH:

WHEREAS, the Declaration of Master Covenants, Conditions and Restrictions for North
 Shore County Club, a golf and residential community, are recorded in Book 814, Page 824 et seq.,
 Onslow County Registry, which document, together with amendments thereto of record in Onslow
 County, are hereinafter jointly referred to as the "Declaration"; and

WHEREAS, the Declaration provides in Article IX, Section 2, that Declarant as defined in
 the Declaration may, by recordation of a Declaration of Annexation in the Office of the Register of
 Deeds of Onslow County, North Carolina, annex to the property subjected to the Declaration certain
 other properties, as more fully described in the Declaration; and

WHEREAS, the Declaration defines Declarant to mean North Ocean Shores, Inc. "as well as
 their successors and assigns, if such successors or assigns should acquire more than one
 Undeveloped Site from the Declarant for the purpose of development"; and

WHEREAS, Successor Declarant herein has acquired more than one Undeveloped Site, and is therefore entitled to exercise the right of Declarant as set out in the Declaration to annex additional properties described in the Declaration to the terms and provisions of the Declaration; and

WHEREAS, Article I, Section 6 of the Declaration defines an "undeveloped site" as a site or an area of North Shore yet undeveloped but intended to contain one or more residential units as provided in the general plan for North Shore; and

WHEREAS, Successor Declarant desires to annex the undeveloped sites hereinafter described with the understanding that said undeveloped sites will be subdivided and developed into multiple residential sites at a future date by the Successor Declarant; and

WHEREAS, it is the intent of the Successor Declarant to engage in a phased development scheme for the undeveloped sites to meet market conditions as may exist at that time.

Therefore, the Declaration is hereby amended as follows:

1. ANNEXATION. The provisions of the Declaration are hereby made applicable to Lots 39 through 43 as shown on that plat entitled "Final Plat of Phase II-D, Sea Pines at North Shore", recorded in Map Book 59, Page 193, Slide M-1507, Onslow County Registry hereinafter referred to as the "Property." Except as specifically amended by a provision of this Declaration of Annexation, all of the terms and provisions of the Declaration shall be fully binding and applicable to the Property as though such Property was described in the Declaration at the time of its recordation. The following restrictions shall apply to said Lots 39 through 43:

2. SITE AND BUILDING RESTRICTIONS. In furtherance of the stated purpose of the Declaration, which is "to create within North Shore Country Club, a planned community with a mix of housing types" substitute Declarant imposes:

- a. Size. The following restrictions shall apply to Lots 39 through 43: Each one-story Dwelling Unit shall contain a minimum of 1,300 square feet of heating, finished floor area. Heated, finished floor area shall specifically exclude all porches or garages, and any other areas not subject to the same climate control system contained in the basic living areas of the Dwelling Unit. Each two-story Dwelling Unit shall contain a minimum of 800 square feet of heated, finished floor area on the first floor of the Dwelling Unit.
- b. Siding. The exterior and visible siding must be solid brick, stucco, wood (OBS painted wood board, cedar or cypress), vinyl or a combination of such materials.
- c. Garage. An attached two-car garage must be included as an appurtenant part of the Dwelling Unit, and such garage shall not be included in measuring heated, finished floor area. Doors may open to the front of

a lot.

- d. Roof. Architectural shingles are the only allowed roofing material.
- e. No Subdivision of Lot. No lot shall be subdivided by sale or otherwise except to increase the size of an adjacent lot, in which event the remainder shall be sold or otherwise utilized as a part of the lot adjacent to it.

3. ARCHITECTURAL CONTROL. In addition to the information required to be provided to the Architectural Committee as required by Article V of the Declaration, all submittals must include a complete landscaping plan for the yard, which plan must include, at a minimum, a front yard sodded with mature plants, and an automatic sprinkler system for yard maintenance. Furthermore, all exterior improvements, including but not limited to, the mailbox and any street or exterior lighting, must be approved by the Architectural Committee following submission of proposed plans for improvements.

4. SURVIVAL. Except as specifically amended or altered by this Declaration of Annexation, the Covenants shall be fully applicable to all property described herein.

5. DEFAULT. If for any reason it should be determined by a court of law that this Declaration is not a legally effective annexation to the Declaration, binding according to the terms contained herein, and the terms of the Declaration, then this Declaration of Annexation shall be deemed to incorporate the terms and provisions of the Declaration, and this Declaration of Annexation shall be deemed binding on the properties described herein. In such event, the owners of lots encumbered hereby shall be obligated to take such steps as may be reasonably necessary to create a Homeowners Association and an Architectural Committee consistent with the intent as stated in the Declaration, but the jurisdiction, scope and purpose of such created Association shall be limited to the property described herein, and property subsequently annexed hereto by the Successor Declarant, which property must be properly described in the Declaration as appropriate for annexation to the Declaration.

[Signature pages to follow]

In witness whereof, the Successor Declarant has caused this instrument to be executed as of the date and year first above written.

NORTH SHORE HOLDINGS, LLC

BY: [Signature] (SEAL) [Signature]
Name: John A. Elmore, II
Title: Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document in the capacity indicated thereon:

John A. Elmore, II

Date: 4-23-10

Marsha K Cowart
Notary Public

My commission expires: 5-25-14

