

Lanier & Fountain/lmr

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

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

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

WITNESSETH:

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

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

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

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

ARTICLE I
DEFINITIONS

As used herein,

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

B. "Corporation" means Williamsburg Plantation Homeowners Association, #1486.fn

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

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

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

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

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

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

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

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

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

ARTICLE II
APPLICABILITY

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

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parcels.

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ARTICLE III

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

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

1. That for so long as each is an Owner of a Lot within a Subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Corporation;

2. That each shall be subject to the rules and regulations of the Corporation regard to ownership of a Lot; and

3. That any unpaid assessment, whether general or special, levied by the Corporation in accordance with these Restrictions, the Articles or the Bylaws shall be a lien upon the Lot upon which such assessment was levied, and shall be the personal obligation of the Owner of the Lot at the time the assessment fell due.

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

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

ARTICLE IV

MANAGEMENT AND ADMINISTRATION

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

ARTICLE V

COMMUNITY EXPENSES

The Community Expenses of a Subdivision include:

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

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

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

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

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

ARTICLE VI
ANNUAL GENERAL ASSESSMENT

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII
SPECIAL ASSESSMENTS**

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

**ARTICLE VIII
LIEN FOR ASSESSMENTS**

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

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

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

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

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

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

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

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

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

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

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

1. The Corporation shall have the right to make reasonable rules and regulations respecting the use of same.
2. The Corporation shall have the right to suspend the voting rights of a Lot Owner and his right to use the Community Use Areas within a Subdivision for any period during which any due assessment against such Owner's Lot remains unpaid as is provided in Article 9 hereof, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.
3. The Corporation shall have the right to charge reasonable admission and other fees for the use of any recreation facility situated upon the Community Use Areas.

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

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

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

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

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

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

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

 (SEAL)
JOHN KOENIG

 (SEAL)
MARGARETE KOENIG

STATE OF NORTH CAROLINA - COUNTY OF CUMBERLAND

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

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

My Commission Expires: 10-8-99


NOTARY PUBLIC

EXHIBIT "A"
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JOHN KOENIG/OLD WOODLANDS TRACT
APPROXIMATE 1658 ACRES
JACKSONVILLE TWP., ONSLOW COUNTY, NORTH CAROLINA

Commencing at a point where the Southwestern right of way of NCSR 1308 (commonly known as Gum Branch Road - 89 foot right of way) intersects the Northwestern right of way of Plantation Boulevard; and running thence along the said Southwestern right of way of NCSR 1308 in a general Northwesterly direction approximately 1643.00 feet to a point located along the run of Royal Creek, said point also being THE TRUE POINT OF BEGINNING: thence from the described beginning and leaving the said Southwestern right of way of NCSR 1308 and running along the run of Royal Creek the following courses and distances: South 16 degrees 14 minutes 02 seconds West 152.14 feet to a point, thence South 32 degrees 20 minutes 20 seconds West 196.61 feet to a point, thence South 46 degrees 19 minutes 36 seconds West 276.36 feet to a point, thence South 15 degrees 17 minutes 11 seconds West 211.99 feet to a point, South 76 degrees 32 minutes 35 seconds West 148.92 feet to a point, thence South 38 degrees 32 minutes 13 seconds West 129.42 feet to a point, thence South 11 degrees 43 minutes 16 seconds West 229.66 feet to a point, thence South 11 degrees 36 minutes 58 seconds West 91.83 feet to a point, thence South 17 degrees 01 minutes 56 seconds West 164.24 feet to a point, thence South 48 degrees 12 minutes 11 seconds West 131.65 feet to a point, thence South 35 degrees 30 minutes 36 seconds West 111.80 feet to a point, thence South 45 degrees 32 minutes 31 seconds West 286.18 feet to a point, thence South 41 degrees 15 minutes 36 seconds West 264.30 feet to a point, thence South 12 degrees

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20 minutes 49 seconds East 210.70 feet to a point, thence South
00 degrees 57 minutes 59 seconds East 273.35 feet to a point,
thence South 69 degrees 49 minutes 53 seconds East 141.47 feet to
a point, thence South 13 degrees 59 minutes 02 seconds West
207.71 feet to a point, thence South 01 degrees 14 minutes 33
seconds East 401.77 feet to a point, thence South 45 degrees 43
minutes 04 seconds West 176.93 feet to a point, thence South 47
degrees 37 minutes 44 seconds West 174.27 feet to a point, thence
South 02 degrees 07 minutes 57 seconds West 151.36 feet to a
point, thence South 52 degrees 23 minutes 19 seconds West 278.64
feet to a point, thence South 27 degrees 20 minutes 46 seconds
East 61.53 feet to a point, thence South 55 degrees 35 minutes 24
seconds West 147.60 feet to a point, thence South 55 degrees 38
minutes 11 seconds West 207.86 feet to a point, thence South 57
degrees 57 minutes 18 seconds West 371.31 feet to a point, thence
South 31 degrees 27 minutes 17 seconds West 132.86 feet to a
point, thence South 27 degrees 02 minutes 16 seconds West 139.88
feet to a point, thence South 31 degrees 20 minutes 39 seconds
West 568.42 feet to a point, thence South 58 degrees 34 minutes
07 seconds East 57.56 feet to a point, thence South 16 degrees 50
minutes 02 seconds East 483.30 feet to a point, thence South 46
degrees 22 minutes 21 seconds West 60.71 feet to a point, thence
South 01 degrees 50 minutes 38 seconds East 50.65 feet to a
point, thence South 59 degrees 28 minutes 55 seconds West 44.95
feet to a point, thence South 34 degrees 30 minutes 10 seconds
West 1213.80 feet to a point, thence South 73 degrees 21 minutes
56 seconds West 548.28 feet to a point, thence South 14 degrees

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06 minutes 21 seconds West 286.57 feet to a point, thence South
15 degrees 40 minutes 40 seconds East 51.56 feet to a point,
thence South 23 degrees 28 minutes 52 seconds East 57.85 feet to
a point, thence South 39 degrees 59 minutes 07 seconds West 59.98
feet to a point, thence South 68 degrees 05 minutes 07 seconds
West 54.57 feet to a point, thence South 23 degrees 57 minutes 43
seconds West 51.92 feet to a point, thence South 42 degrees 35
minutes 08 seconds West 40.99 feet to a point, thence South 23
degrees 01 minutes 01 seconds East 64.70 feet to a point, thence
South 38 degrees 03 minutes 21 seconds West 87.72 feet to a
point, thence South 00 degrees 38 minutes 05 seconds West 58.06
feet to a point, thence South 25 degrees 53 minutes 37 seconds
East 98.89 feet to a point, thence South 62 degrees 39 minutes 42
seconds West 58.62 feet to a point, thence South 42 degrees 44
minutes 24 seconds West 44.52 feet to a point, thence South 61
degrees 34 minutes 30 seconds West 35.41 feet to a point, thence
South 27 degrees 38 minutes 05 seconds West 55.89 feet to a
point, thence South 01 degrees 20 minutes 08 seconds West 47.29
feet to a point, thence South 17 degrees 06 minutes 29 seconds
West 34.45 feet to a point, thence South 08 degrees 11 minutes 50
seconds East 26.11 feet to a point, thence South 53 degrees 33
minutes 49 seconds West 89.66 feet to a point, thence South 86
degrees 21 minutes 45 seconds West 90.30 feet to a point, thence
South 36 degrees 07 minutes 31 seconds West 53.34 feet to a
point, thence South 78 degrees 32 minutes 04 seconds West 71.58
feet to a point, thence South 32 degrees 45 minutes 27 seconds
West 95.72 feet to a point, thence South 22 degrees 34 minutes 51

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seconds West 107.42 feet to a point, thence South 36 degrees 17 minutes 12 seconds West 40.30 feet to a point, thence South 14 degrees 20 minutes 38 seconds East 75.72 feet to a point, thence South 04 degrees 01 minutes 46 seconds West 148.85 feet to a point, thence South 02 degrees 31 minute 01 seconds West 91.01 feet to a point, thence South 08 degrees 01 minutes 38 seconds East 78.77 feet to a point, thence South 29 degrees 51 minutes 51 seconds West 178.73 feet to a point, thence South 65 degrees 04 minutes 27 seconds West 265.75 feet to a point, thence South 08 degrees 14 minutes 47 seconds West 209.16 feet to a point, thence South 25 degrees 33 minutes 36 seconds East 127.48 feet to a point, thence South 02 degrees 12 minutes 10 seconds West 130.10 feet to a point, thence South 59 degrees 44 minutes 37 seconds West 138.92 feet to a point, thence South 01 degrees 49 minutes 27 seconds West 157.08 feet to a point, thence South 36 degrees 03 minutes 36 seconds West 22.87 feet to a point, thence South 33 degrees 04 minutes 07 seconds West 112.78 feet to a point, thence South 00 degrees 00 minutes 00 seconds West 230.00 feet to a point, thence South 29 degrees 10 minutes 03 seconds East 246.22 feet to a point, thence South 01 degrees 56 minutes 29 seconds East 295.17 feet to a point, thence South 19 degrees 51 minutes 19 seconds East 191.38 feet to a point, thence South 12 degrees 10 minutes 17 seconds West 260.86 feet to a point, thence South 44 degrees 21 minutes 22 seconds East 314.68 feet to a point, thence South 00 degrees 00 minutes 00 seconds West 290.00 feet to a point located along the bank of New River; thence leaving the run of Royal Creek and running along the bank of New River the

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following courses and distances: North 82 degrees 49 minutes 09 seconds West 398.15 feet to a point, thence North 67 degrees 27 minutes 25 seconds West 573.85 feet to a point, thence North 80 degrees 16 minutes 21 seconds West 177.55 feet to a point, thence South 78 degrees 41 minutes 24 seconds West 101.98 feet to a point, thence South 47 degrees 29 minutes 22 seconds West 162.79 feet to a point, thence South 22 degrees 37 minutes 11 seconds West 130.00 feet to a point, thence South 14 degrees 02 minute 10 seconds East 82.46 feet to a point, thence South 63 degrees 26 minutes 06 seconds West 67.08 feet to a point, thence South 49 degrees 05 minutes 08 seconds West 198.49 feet to a point, thence South 53 degrees 58 minutes 21 seconds West 136.01 feet to a point; thence South 83 degrees 39 minutes 35 seconds West 90.55 feet to a point, thence North 65 degrees 13 minutes 30 seconds West 143.18 feet to a point, thence North 34 degrees 59 minutes 31 seconds West 122.07 feet to a point, thence North 08 degrees 07 minutes 48 seconds East 70.71 feet to a point, thence North 79 degrees 52 minutes 31 seconds East 142.21 feet to a point, thence North 29 degrees 44 minutes 42 seconds East 120.93 feet to a point, thence North 13 degrees 37 minutes 37 seconds East 169.78 feet to a point, thence North 00 degrees 00 minutes 00 seconds East 215.00 feet to a point, thence North 05 degrees 42 minutes 38 seconds West 150.75 feet to a point, thence North 05 degrees 56 minutes 49 seconds East 241.30 feet to a point, thence North 09 degrees 41 minutes 20 seconds West 207.97 feet to a point, thence North 31 degrees 36 minutes 27 seconds West 228.96 feet to a point, thence North 50 degrees 11 minutes 40 seconds West 78.10

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feet to a point, thence North 37 degrees 34 minutes 07 seconds West 82.01 feet to a point, thence North 58 degrees 34 minutes 14 seconds West 421.90 feet to a point, thence North 39 degrees 54 minutes 28 seconds West 358.50 feet to a point, thence North 25 degrees 14 minutes 26 seconds West 386.94 feet to a point, thence North 45 degrees 00 minutes 00 seconds West 268.70 feet to a point, thence North 77 degrees 39 minutes 39 seconds West 163.78 feet to a point, thence South 56 degrees 58 minutes 34 seconds West 119.27 feet to a point, thence South 36 degrees 01 minutes 38 seconds West 68.01 feet to a point, thence South 53 degrees 58 minutes 21 seconds West 68.01 feet to a point, thence South 45 degrees 00 minutes 00 seconds West 70.71 feet to a point, thence South 29 degrees 03 minutes 17 seconds West 154.43 feet to a point, thence South 87 degrees 33 minutes 48 seconds West 235.21 feet to a point, thence North 75 degrees 12 minutes 12 seconds West 274.09 feet to a point, thence South 79 degrees 41 minutes 43 seconds West 111.80 feet to a point, thence South 72 degrees 10 minutes 52 seconds West 147.05 feet to a point, thence South 61 degrees 55 minutes 39 seconds West 85.00 feet to a point, thence North 82 degrees 52 minutes 30 seconds West 40.31 feet to a point, thence South 52 degrees 35 minutes 41 seconds West 107.00 feet to a point, thence South 81 degrees 01 minutes 38 seconds West 96.18 feet to a point, thence South 43 degrees 09 minutes 09 seconds West 109.66 feet to a point, thence South 72 degrees 53 minutes 50 seconds West 68.01 feet to a point, thence South 25 degrees 51 minutes 59 seconds West 366.74 feet to a point, thence South 84 degrees 17 minutes 22 seconds West 50.25

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feet to a point, thence South 07 degrees 21 minutes 09 seconds East 156.28 feet to a point, thence South 12 degrees 05 minutes 41 seconds West 429.53 feet to a point, thence South 26 degrees 01 minutes 46 seconds West 239.27 feet to a point, thence South 56 degrees 18 minutes 36 seconds West 54.08 feet to a point, thence South 35 degrees 32 minutes 16 seconds West 129.03 feet to a point, thence South 61 degrees 33 minutes 25 seconds West 136.47 feet to a point, thence South 79 degrees 41 minutes 43 seconds West 111.00 feet to a point, thence North 04 degrees 33 minutes 35 seconds West 105.47 feet to a point, thence North 73 degrees 18 minutes 03 seconds West 104.40 feet to a point, thence North 49 degrees 23 minutes 55 seconds West 184.39 feet to a point, thence North 59 degrees 32 minutes 04 seconds West 98.61 feet to a point, thence North 46 degrees 44 minutes 08 seconds West 350.18 feet to a point, thence North 36 degrees 28 minutes 09 seconds West 143.00 feet to a point, thence North 00 degrees 00 minutes 00 seconds East 65.00 feet to a point, thence North 14 degrees 32 minutes 04 seconds West 139.46 feet to a point, thence North 31 degrees 25 minutes 46 seconds West 105.47 feet to a point, thence North 51 degrees 20 minutes 25 seconds West 128.06 feet to a point, thence North 18 degrees 26 minutes 06 seconds West 94.87 feet to a point, thence North 07 degrees 07 minutes 30 seconds East 241.87 feet to a point, thence North 00 degrees 00 minutes 00 seconds East 160.00 feet to a point, thence North 19 degrees 17 minutes 24 seconds West 105.95 feet to a point, thence North 16 degrees 33 minutes 25 seconds West 193.00 feet to a point, thence North 17 degrees 21 minutes 14 seconds West 83.81

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feet to a point, thence North 07 degrees 07 minutes 30 seconds West 120.93 feet to a point, thence North 19 degrees 39 minutes 14 seconds West 74.33 feet to a point, thence North 08 degrees 35 minutes 01 seconds West 268.00 feet to a point, thence North 05 degrees 11 minutes 40 seconds West 220.91 feet to a point, thence North 12 degrees 20 minutes 21 seconds East 163.78 feet to a point, thence North 05 degrees 42 minutes 38 seconds West 50.25 feet to a point, thence North 17 degrees 44 minutes 41 seconds East 393.73 feet to a point, thence North 43 degrees 31 minutes 52 seconds East 137.93 feet to a point, thence North 68 degrees 11 minutes 55 seconds East 215.41 feet to a point, thence North 61 degrees 52 minutes 35 seconds East 328.82 feet to a point, thence South 58 degrees 29 minutes 45 seconds East 181.80 feet to a point, thence South 82 degrees 52 minutes 30 seconds East 201.56 feet to a point, thence South 60 degrees 56 minutes 43 seconds East 154.43 feet to a point, thence South 82 degrees 11 minutes 05 seconds East 257.39 feet to a point, thence North 67 degrees 53 minutes 26 seconds East 345.40 feet to a point, thence North 47 degrees 12 minutes 09 seconds East 183.98 feet to a point, thence North 22 degrees 22 minutes 48 seconds East 91.92 feet to a point, thence North 03 degrees 10 minutes 47 seconds West 180.28 feet to a point, thence North 45 degrees 00 minutes 00 seconds East 183.85 feet to a point, thence North 14 degrees 02 minutes 10 seconds East 82.46 feet to a point, thence North 35 degrees 32 minutes 16 seconds West 86.02 feet to a point, thence South 87 degrees 08 minutes 15 seconds West 100.12 feet to a point, thence North 36 degrees 52 minutes 12 seconds West 50.00

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feet to a point, thence North 04 degrees 45 minutes 49 seconds East 60.21 feet to a point, thence North 24 degrees 56 minutes 38 seconds East 237.12 feet to a point, thence North 42 degrees 52 minutes 44 seconds East 95.52 feet to a point, thence North 02 degrees 51 minutes 45 seconds East 100.12 feet to a point, thence North 34 degrees 54 minutes 31 seconds West 61.03 feet to a point; thence leaving the said bank of New River and running North 55 degrees 45 minutes 00 seconds East 2860.36 feet to a point, thence North 85 degrees 15 minutes 00 seconds East 630.30 feet to a point; thence North 59 degrees 30 minutes 00 seconds East 2260.50 feet to a point; thence North 74 degrees 15 minutes 00 seconds East 234.96 feet to a point located along the run of Hardy White Branch; thence along the run of Hardy White Branch the following courses and distances: thence North 87 degrees 58 minutes 05 seconds West 67.99 feet to a point, thence North 87 degrees 57 minutes 16 seconds West 140.09 feet to a point, thence North 84 degrees 17 minutes 22 seconds West 50.25 feet to a point, thence North 15 degrees 15 minutes 18 seconds West 57.01 feet to a point, thence North 18 degrees 26 minutes 06 seconds West 94.87 feet to a point, thence North 41 degrees 49 minutes 13 seconds West 127.47 feet to a point, thence North 37 degrees 52 minutes 30 seconds West 57.01 feet to a point, thence North 29 degrees 44 minutes 42 seconds West 80.62 feet to a point, thence North 05 degrees 11 minutes 40 seconds West 55.23 feet to a point, thence North 10 degrees 18 minutes 17 seconds West 55.90 feet to a point, thence North 48 degrees 21 minutes 59 seconds West 60.21 feet to a point, thence North 24 degrees 18 minutes 16

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seconds West 170.07 feet to a point, thence North 45 degrees 00 minutes 00 seconds West 162.63 feet to a point, thence South 84 degrees 17 minutes 22 seconds West 50.25 feet to a point, thence North 49 degrees 23 minutes 55 seconds West 46.10 feet to a point, thence South 90 degrees 00 minutes 00 seconds West 55.00 feet to a point, thence North 08 degrees 07 minutes 48 seconds West 70.71 feet to a point, thence South 80 degrees 32 minutes 16 seconds West 30.41 feet to a point, thence South 56 degrees 18 minutes 36 seconds West 54.08 feet to a point, thence South 18 degrees 26 minutes 06 seconds West 47.43 feet to a point, thence South 90 degrees 00 minutes 00 seconds West 60.00 feet to a point, thence South 56 degrees 18 minutes 36 seconds West 36.06 feet to a point, thence South 15 degrees 15 minutes 18 seconds West 57.01 feet to a point, thence South 68 degrees 11 minutes 55 seconds West 80.78 feet to a point, thence South 51 degrees 20 minutes 25 seconds West 160.08 feet to a point, thence South 56 degrees 49 minutes 17 seconds West 155.32 feet to a point, thence South 00 degrees 00 minutes 00 seconds West 65.00 feet to a point, thence South 56 degrees 18 minutes 36 seconds West 108.17 feet to a point, thence South 81 degrees 38 minutes 03 seconds West 171.83 feet to a point, thence North 63 degrees 26 minutes 06 seconds West 55.90 feet to a point, thence North 36 degrees 34 minutes 23 seconds West 193.00 feet to a point, thence North 75 degrees 10 minutes 25 seconds West 175.85 feet to a point, thence South 51 degrees 50 minutes 34 seconds West 178.04 feet to a point, thence South 58 degrees 44 minutes 11 seconds West 163.78 feet to a point, thence South 37 degrees 44 minutes 38 seconds

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West 196.02 feet to a point, thence North 89 degrees 22 minutes 30 seconds West 460.03 feet to a point, thence North 45 degrees 00 minutes 00 seconds West 176.78 feet to a point, thence South 82 degrees 30 minutes 15 seconds West 191.64 feet to a point, thence North 50 degrees 31 minutes 39 seconds West 110.11 feet to a point, thence South 68 degrees 44 minutes 58 seconds West 193.13 feet to a point, thence South 90 degrees 00 minutes 00 seconds West 65.00 feet to a point, thence North 56 degrees 18 minutes 36 seconds West 198.30 feet to a point, thence South 85 degrees 14 minutes 11 seconds West 60.21 feet to a point, thence South 32 degrees 00 minutes 19 seconds West 141.51 feet to a point located along the run of New River; thence leaving the run of Hardy White Branch and running along the run of New River the following courses and distances: North 11 degrees 18 minutes 36 seconds West 76.48 feet to a point, thence North 03 degrees 10 minutes 47 seconds East 90.14 feet to a point, thence North 13 degrees 08 minutes 02 seconds West 154.03 feet to a point, thence North 30 degrees 27 minutes 56 seconds West 295.85 feet to a point, thence North 18 degrees 48 minutes 00 seconds West 248.24 feet to a point, thence North 10 degrees 37 minutes 11 seconds East 162.79 feet to a point, thence North 24 degrees 20 minutes 28 seconds West 230.49 feet to a point, thence North 32 degrees 34 minutes 27 seconds West 213.60 feet to a point, thence North 00 degrees 00 minutes 00 seconds East 75.00 feet to a point, thence North 16 degrees 23 minutes 22 minutes West 88.60 feet to a point, thence North 74 degrees 32 minutes 20 seconds West 487.65 feet to a point, thence North 49 degrees 23 minutes 55 seconds

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West 92.19 feet to a point, thence North 23 degrees 48 minutes 21 seconds West 185.81 feet to a point located along the run of Orchard Branch; thence leaving the run of New River and running along the run of Orchard Branch the following courses and distances: North 48 degrees 21 minutes 59 seconds East 120.42 feet to a point, thence North 26 degrees 33 minutes 54 seconds East 55.90 feet to a point, thence North 65 degrees 13 minutes 30 seconds East 71.59 feet to a point, thence North 37 degrees 28 minutes 34 seconds East 189.01 feet to a point, thence North 61 degrees 55 minutes 39 seconds East 85.00 feet to a point, thence North 42 degrees 20 minutes 13 seconds East 304.38 feet to a point, thence North 38 degrees 22 minutes 03 seconds East 153.05 feet to a point, thence North 20 degrees 20 minutes 49 seconds East 494.03 feet to a point, thence North 24 degrees 08 minutes 49 seconds East 81.43 feet to a point, thence North 30 degrees 01 minutes 26 seconds East 272.00 feet to a point, thence North 45 degrees 39 minutes 10 seconds East 71.25 feet to a point, thence North 29 degrees 59 minutes 20 seconds East 118.45 feet to a point, thence North 44 degrees 39 minutes 45 seconds East 111.90 feet to a point, thence North 00 degrees 00 minutes 00 seconds East 125.00 feet to a point, thence North 16 degrees 33 minutes 25 seconds East 193.00 feet to a point, thence North 09 degrees 27 minutes 44 seconds West 152.07 feet to a point, thence North 23 degrees 37 minutes 46 seconds East 174.64 feet to a point, thence North 42 degrees 57 minutes 16 seconds East 198.12 feet to a point, thence North 04 degrees 38 minutes 39 seconds East 160.70 feet to a point, thence South 71 degrees 04 minutes 31.

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seconds East 185.00 feet to a point, thence South 54 degrees 09 minutes 44 seconds East 111.02 feet to point, thence South 40 degrees 30 minutes 35 seconds East 92.42 feet to a point, thence South 17 degrees 13 minutes 33 seconds East 234.02 feet to a point, thence South 68 degrees 53 minutes 01 seconds East 133.02 feet to a point, thence South 87 degrees 30 minutes 06 seconds East 75.92 feet to a point, thence South 87 degrees 30 minutes 06 seconds East 57.01 feet to a point, thence North 24 degrees 42 minutes 32 seconds East 59.73 feet to a point, thence North 24 degrees 42 minutes 32 seconds East 87.63 feet to a point, thence North 75 degrees 38 minutes 50 seconds East 100.22 feet to a point, thence North 49 degrees 39 minutes 47 seconds East 158.07 feet to a point, thence North 36 degrees 28 minutes 42 seconds East 113.87 feet to a point; thence leaving the run of Orchard Branch and running North 55 degrees 25 minutes 09 seconds East 1149.16 feet to a point; thence North 33 degrees 27 minutes 24 seconds East 1511.09 feet to a point; thence South 32 degrees 18 minutes 36 seconds East 1396.46 feet to a point; thence North 57 degrees 41 minutes 36 seconds East 2240.02 feet to a point located along the said Southwestern right of way of NCSR 1308; thence along the said Southwestern right of way of NCSR 1308 the following courses and distances: South 43 degrees 39 minutes 16 seconds East 132.10 feet to a point, thence South 25 degrees 23 minutes 59 seconds East 102.04 feet to a point, thence South 21 degrees 48 minutes 06 seconds East 2575.22 feet to a point, thence South 19 degrees 53 minutes 10 seconds East 131.92 feet to a point, thence South 26 degrees 43 minutes 03 seconds East

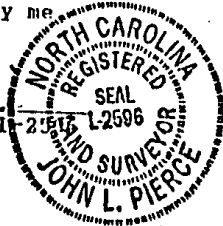
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106.44 feet to a point, thence South 32 degrees 26 minutes 25 seconds East 100.06 feet to a point, thence South 35 degrees 29 minutes 44 seconds East 103.54 feet to a point, thence South 39 degrees 18 minutes 38 seconds East 100.97 feet to a point, thence South 41 degrees 58 minutes 20 seconds East 101.18 feet to a point, thence South 44 degrees 49 minutes 08 seconds East 100.46 feet to a point, thence South 45 degrees 05 minutes 20 seconds East 234.76 feet to the point and place of beginning. Containing approximately 1658 acres and being a portion of the property described in Deed Book 1054 Page 620 of the Onslow County Registry. The courses contained herein are correct in angular relationship and is referenced to North as per Deed Book 1054 Page 620 of the Onslow County Registry. This description was prepared from a variety of sources. The composite of information may not be reliable as accurate survey data or for other surveying uses. This description was not prepared by an actual field survey performed by me.



JOHN L. PIERCE, R.L.S., 1-2781

August 4, 1995



LESS AND EXCEPT the following described property:

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

Commencing at a point where the Southwestern right of way of NCSR 1308 (commonly known as Gum Branch Road - 89 foot right of way) intersects the Northwestern right of way of Plantation Boulevard; and running thence along the said Southwestern right of way of NCSR1308 in a general Northwesterly direction approximately 1643.00 feet to a point located along the run of Royal Creek, said point also being THE TRUE POINT OF BEGINNING: thence from the described beginning and leaving the said Southwestern right of way of NCSR 1308 and running along the run of Royal Creek the following courses and distances: South 16 degrees 14 minutes 02 seconds West 152.14 feet to a point, thence South 32 degrees 20 minutes 20 seconds West 196.61 feet to a point, thence South 46 degrees 19 minutes 36 seconds West 276.36 feet to a point, thence South 15 degrees 17 minutes 11 seconds West 211.99 feet to a point, thence South 76 degrees 32 minutes 35 seconds West 148.92 feet to a point, thence South 38 degrees 32 minutes 13 seconds West 129.42 feet to a point, thence South 11 degrees 43 minutes 16 seconds West 189.59 feet to a point; thence leaving the run of Royal Creek and running North 42 degrees 27 minutes 03 seconds West 1095.05 feet to a point; thence North 26 degrees 39 minutes 05 seconds West 30.36 feet to a point; thence North 23 degrees 25 minutes 34 seconds West 3170.96 feet to a point; thence North 57 degrees 41 minutes 36 seconds East 1200.00 feet to a point located along the said Southwestern right of way of NCSR 1308; thence along the said Southwestern right of way of NCSR 1308 the following courses and distances: South 43 degrees 39 minutes 16 seconds East 132.10 feet to a point, thence South 25 degrees 23 minutes 59 seconds East 102.04 feet to a point, thence South 21 degrees 48 minutes 06 seconds East 2575.22 feet to a point, thence South 19 degrees 53 minutes 10 seconds East 131.92 feet to a point, thence South 26 degrees 43 minutes 03 seconds East 106.44 feet to a point, thence South 32 degrees 26 minutes 25

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seconds East 100.06 feet to a point, thence South 35 degrees 29 minutes 44 seconds East 103.54 feet to a point, thence South 39 degrees 18 minutes 38 seconds East 100.97 feet to a point, thence South 41 degrees 58 minutes 20 seconds East 101.18 feet to a point, thence South 44 degrees 49 minutes 08 seconds East 100.46 feet to a point, thence South 45 degrees 05 minutes 20 seconds East 234.76 feet to the point and place of beginning.

Containing 110.58 acres and being a portion of the property described in Deed Book 1054 Page 620 of the Onslow County Registry. The courses contained herein are correct in angular relationship and is referenced to North as per Deed Book 1054 Page 620 of the Onslow County Registry.


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

May 29, 1997



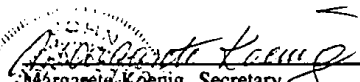
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The undersigned hereby consents to the inclusion of the foregoing on Lots 4, 5, 6, 7, 8, 9, 10, 11, 97, 122, 123, and 139, Richmond Park, Section I of Williamsburg Plantation and subjects the lots to said restrictions.

JOHN KOENIG, INC.

 (SEAL)
John S. Koenig, President

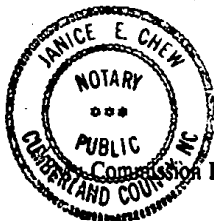
ATTEST:


Margarete Koenig, Secretary
{CORPORATE SEAL}

STATE OF NORTH CAROLINA
COUNTY OF Chamberland

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

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




Notary Public

Commission Expires June 28, 1997

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

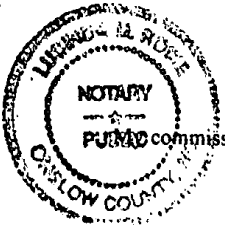
Forest E. Spencer, Jr.
by Cheryl L. Spencer Attorney in Fact (SEAL)
Forest E. Spencer, Jr.
by Cheryl L. Spencer, Attorney in Fact

Cheryl L. Spencer (SEAL)
Cheryl L. Spencer

STATE OF North Carolina
COUNTY OF Onslow

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

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



Lucinda M. Rowe
Notary Public

1997 JUN -5 PM 4:15

NORTH CAROLINA, Onslow County
The foregoing certificate(s) of Frieda S. Hughes & Janice E. Chew and Lucinda M. Rowe

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1374 Page 460 This 5th day of June 1997 at 4:15 o'clock P.M.
By [Signature] Register of Deeds, Onslow County