

OCT 7 3 59 PM '87

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS, CONDITIONS, EASEMENTS  
COVENANTS, AGREEMENTS, LIENS AND CHARGES OF  
RESTRICTIVE COVENANTS

CREEKSIDE AT PORTERS NECK PLANTATION

This DECLARATION made this 10th day of September, 1987, by PORTERS NECK ASSOCIATES, a North Carolina General Partnership, hereinafter called "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property located in New Hanover County, North Carolina as set forth in that instrument recorded in Book 1387, page 301, which property is described in said instrument on pages 304, 305, 306 and 307, of the New Hanover County Registry, as shown on attached Exhibit "A".

WHEREAS, it is the desire and intention of Declarant to sell the above described real property and to impose upon it mutual beneficial restrictions, conditions, easements, covenants, agreements, liens and charges under a general plan or scheme of improvement for the benefit of all said lands and the future owners of said lands;

NOW, THEREFORE, Declarant hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following provisions, restrictions, conditions, easements, covenants, agreements, liens and charges, all of which are declared and agreed to be in furtherance of a plan for the property, improvement and sale of the real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of said real property and every part thereof, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

1. Definitions: As used in this Declaration of Restrictive Covenants, the following shall mean:

(a) "Declarant", (sometimes referred to as the "Company") as used herein shall include Porters Neck Associates, a North Carolina General Partnership, and its successors and assigns.

RETURNED TO

DRAWN BY

*Ronald A. Fox*  
*JCF*

(b) "Record" or "Recording" refers to record or recording with the Register of Deeds for New Hanover County, North Carolina.

(c) "Property" generally means the lands known as Creekside at Porters Neck Plantation, New Hanover County, North Carolina, said lands are also known as "Porters Neck Plantation".

(d) "Residential lots" or "lots" means those portions of the property specifically allocated, platted and/or recorded as lots for sale and/or use as single family residences.

(e) "Association" shall mean the Creekside at Porters Neck Plantation Property Owners Association, Inc., its successors and assigns.

(f) "Restrictions" shall means the restrictions and covenants set forth in this Declaration of Restrictive Covenants.

2. Applicability: These Restrictions shall apply to all residential lots designated in Paragraph 3 hereunder.

3. RESIDENTIAL LOTS: All of the property as designated on attached Exhibit "A" which is incorporated herein by reference shall be for single family residential use.

4. (a) Reservations: The company reserves the right to change, alter or redesignate roads, utility and drainage facilities, and to change, alter or redesignate such other present and proposed amenities or facilities as may, in the sole judgment of the Company, be necessary or desirable.

(b) Variances: The Company and/or the Architectural Committee appointed by the Company shall have the power to and may allow adjustments of the conditions and restrictions herein in order to overcome practical difficulties and prevent unnecessary hardships in application of the regulations contained herein, provided, however, that such is done in conformity to the intent and purposes hereof, and provided also, that in every instance such variance or adjustment will not be materially detrimental or injurious to the property or improvements in the neighborhood. Variances and adjustment of height, size, and setback requirements may be granted hereunder.

(c) Building and Site Improvements: No building, fence, wall, bulkheading or other structure shall be erected, placed or altered on any residential lot, nor shall the grade or elevation or physical characteristics including, but not limited to, slopes, ridges, and tree growth, of any such lot, or portion thereof, be altered in any way whatsoever, until the proposed building plans,

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specifications, exterior colors and finishes, including brick siding, etc., site and grading plans (showing the proposed location of such building or structure, drives, parking areas and proposed alterations to the grade, elevation or physical characteristics of the site), and construction schedule shall have been approved in writing by the Company. Refusal of approval of any such plans, location or specifications may be based by the Company upon ground, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of the Company shall seem sufficient. Without the prior written consent of the Company, no changes or deviations in or from such plans or specifications as approved shall be made. No alterations in the exterior appearance of any building or structure, or in the grade, elevation, or physical characteristics of any lot shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records. The Company shall not be responsible for any structural or other defects in plans or specifications submitted to it or in any structure erected according to such plans and specifications.

**5. Approval of Plans:**

(a) Property owners are encouraged to have their architects contact the Company, prior to any costly design work, for information pertaining to the architectural objectives of Creekside at Porters Neck Plantation.

(b) No house plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area. The term "enclosed dwelling area" as used in the minimum size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas. The minimum enclosed dwelling area shall be 1700 square feet for all single-level homes and 2000 square feet for all two-level homes. All homes shall also be required to have an enclosed two-car garage attached to the main house structure.

(c) Creekside at Porters Neck Plantation Setback Guideline Requirements are as follows: The front building setback line shall be a minimum of forty (40) feet from the front of each lot. The side building setback line shall be a minimum of fifteen (15) feet from each side of each lot. The rear building setback line shall be a minimum of thirty (30) feet from the rear of each lot. In the event of any conflict between these guideline requirements and any others later imposed by any governmental authority, Declarant's guideline shall govern.

Since the establishment of standard inflexible building setback lines or location of houses on lots tends to force construction of houses both directly behind and directly to the side of other homes with detrimental effects on privacy, view of the Sound or ocean, preservation of land contour, important trees and other vegetation, ecological and related consideration, variances for these specific setback guidelines are established by these Restrictions in Paragraph 4(b) hereinabove. In order to assure, however, that the foregoing considerations are given maximum effect, the Company reserves the

right to control and approve absolutely the site and location of any house or dwelling or any structure upon any lot.

(d) The exterior of all houses and other structures must be completed within twelve (12) months after the construction of same shall be commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

(e) Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground receptacles or similar facility in accordance with reasonable standards established by the Company.

(f) Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Company.

(g) The Company encourages the planting of flowering shrubs and trees; however, no trees may be removed that are greater than 6 inches in diameter; said trees to be measured no greater than three feet from ground level.

(h) No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any residential lot other than a detached single family dwelling not to exceed two (2) stories in height, unless the Company approves in writing a structure of more than two stories pursuant to Paragraphs 4(b) and 5(a) hereof, and/or small accessory building (which may include a poolhouse, servants' quarters, or guest facilities) provided the use of such dwelling or accessory building does not in the opinion of the Company overcrowd the site, and provided, further, that such building is not used for the activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building. All garages and carports must be attached to the main dwelling. No building or other structure, or part thereof, at any time situate on such residential lots shall be used as a professional office or charitable or religious institution, or for business or manufacturing purposes, or for any use whatsoever other than residential and dwelling purposes as aforesaid; and no duplex residence or apartment house shall be erected or placed on or allowed to occupy such residential lots and no building shall be altered or converted into a duplex residence or apartment house thereon.

(i) If the finished building or other structure does not comply with the submitted plans and specifications, the Company retains the right to make the necessary changes at owner's expense, and the further right to file under the North Carolina lien laws notice of liens for any costs incurred. Any changes in plans or specifications must first be reapproved by the Company in accordance with the procedure herein specified.

#### 6. Residential Use:

(a) All of the above designated lots (Paragraph 3) shall be used for residential purposes exclusively.

(b) No trailer, tent, mobile home, or other structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

(c) No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within an accessory building with a screened area, or buried underground; provided, however, that nothing contained herein shall prevent the Company from erecting, placing or permitting the placing of tanks, or other apparatus, on the property for uses related to the provision of utility or other service.

(d) A guest site or like facility may be included as part of the main dwelling or accessory building.

#### 7. Maintenance:

(a) It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

(b) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

8. Entry: The Company reserves for itself, its successors and assigns, and its agents the right to enter upon any residential lot, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth, or for the purpose of building or repairing any land contour or other earthwork, which in the opinion of the Company detracts from or is necessary to maintain the overall beauty, ecology, setting and safety of the property. Such entrance shall not be deemed a trespass. The Company and its agents may likewise enter upon any lot to remove any trash which has collected without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Company to undertake any of the foregoing.

9. Miscellaneous Easements: The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground with men and equipment to erect, maintain, inspect, repair and use wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences of utilities on, in or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such other areas as shown on the applicable plat; provided, further, that the Company may cut drainways for surface water whenever action may appear to the Company to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economic and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

10. Subdividing:

(a) No lot shall be subdivided, or its boundary lines changed except with the prior written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the plat of any subdivision in order to create a modified building lot or lots; and to take such steps as are reasonably necessary to make such replatted lot suitable and fit as a building site, said steps to include, but not be limited to, the relocation of easements, walkways, and rights-of-way to conform to the new boundaries of the said replatted lots.

(b) No lot shall be increased in size by filling in the waters on which it abuts without prior written approval of the Company and state and federal agencies.

11. Docks, etc.:

(a) No private docks, piers, moorings, boat houses, slips or similar structure may be erected on, placed on or connected to any lot, unless specifically authorized by the Company. In the event of such authorization, the following terms and conditions must be complied with:

(i) Complete plans and specifications including site, material, color and finish must be submitted to the Company in writing;

(ii) Written approval by the Company of such plans and specifications must be secured, the Company reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons.

(iii) Any alterations of plans or specifications or of the completed structure must also be submitted to the Company in writing, and the Company's approval in writing must be similarly secured prior to construction, the Company reserving the same rights to disapprove alterations as it retains for disapproving the original structure.

(iv) The Company shall not be responsible for any structural or other defects in plans or specifications submitted to it or in any structure erected according to such plans or specifications.

(b) All lot owners who construct or cause to be constructed private docks, piers, moorings, boat houses, slips or similar structure pursuant to Paragraph 13(a) hereof must maintain said structures in good repair and keep the same clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservatives in an attractive manner. The Company shall be the judge as to whether such structures are clean, orderly in appearance, and properly painted or preserved in accordance with reasonable standards, and where the Company notifies the particular lot owner in writing that such structures fail to meet acceptable standards, said lot owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Company, and that failing to so remedy such conditions, the lot owners hereby covenant and agree that the Company may make the necessary repairs, but is not obligated to make such repairs or take such action as will bring such structures up to acceptable standards, all such repairs and actions to be at the expense, solely, of the lot owner in question.

12. Covenants run with the lands: All covenants, restrictions and affirmative obligations set forth in these Restrictions shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Company, for a period of ten (10) years from the date hereof after which time all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots substantially affected by such changes in covenants has been recorded agreeing to change said covenants in whole or in part.

13. Violations: In the event of a violation or breach of any of these Restrictions by any lot owner, or agent of such owner, the Company or owners of any other property in Creekside at Porters Neck Plantation, or any of them jointly or severally shall have the right to proceed at law or equity to compel a compliance to the terms hereof or to prevent the violation or breach. In addition to the foregoing, the Company shall have the right, whenever there shall

have been built on any lot any structure which is in violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement for removal shall not be deemed a trespass. The failure to enforce any right, reservations, restrictions, or condition contained in these Restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

14. Modifications: The Company specifically reserves the right to amend or change any part or all of the restrictions, covenants and conditions herein set out by the filing in the Office of the Register of Deeds of New Hanover County a Declaration of Amended Restrictive Covenants, which such amendments, modifications or additions to the restrictive covenants contained in this Declaration shall be made applicable to the conveyance of lots made subsequent to the recording of such Declaration of Amended Restrictive Covenants.

15. Dedication to Public Use: Nothing in these Restrictions, nor in the recording of any plat or deed pursuant hereto, shall dedicate (or be deemed to dedicate) to public use any of the streets, bridges, common lands or other grounds within Creekside at Porters Neck Plantation.

16. Easement of Access and Open Space:

(a) Each and every lot owner is hereby granted an easement to pass over, use and enjoy open spaces now or subsequently designated on recorded plats as community open space, and all roads, bridges, and rights-of-way; provided, however, that the Company, its successors and assigns, shall, in its sole discretion, retain the right to establish rules and regulations for the use and enjoyment of all such property.

(b) The Company reserves the right to erect and maintain utilities, drainways and other public conveniences in common lands, including the right to cut any trees, bushes or shrubbery, make any gradings of the soil, build buildings or take any similar action reasonably necessary or desirable to provide economical and safe installation and service, to establish reasonable fees and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by a licensee of the Company.

(c) The Company expressly reserves to itself, its officers, directors, shareholders and their successors and assigns, every reasonable use and enjoyment of said common lands, facilities, roads and bridges, in a manner not inconsistent with the provisions of this Declaration.

(d) It is expressly understood and agreed that the granting of these easements in no way places a burden of affirmative action on the Company, that the Company is not bound to make any of the improvements noted herein, or extend to the grantee any service of any kind.

17. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, nor oil, gas or mineral exploratory activity, shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot, nor shall sand, clay, or other materials be removed from any lot for use elsewhere.

18. All signs such as builders signs, realty signs, etc., shall be approved by the Company. These signs should be placed in the center of each lot 6 feet from the curb. Under no circumstances may signs be nailed into trees. Such signs may be used only on a temporary basis as required.

19. No mail box or paper box or other receptacle of any kind for the use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building lot unless and until the size, location, design and type of material for said box or receptacle shall have been approved by the Company.

20. Exterior radio and television aerials for reception of commercial broadcasts shall not be permitted in the Creekside at Porters Neck Plantation Subdivision; and no other aerials (for example, without limitation, amateur, short wave or ship to shore) shall be permitted in Creekside at Porters Neck Plantation without permission of the Company as to design, appearance and location.

21. During construction all vehicles involved including those delivering supplies must enter the building lot on the driveway only as approved by the Company so as not to damage unnecessarily trees, street paving and curbs. During construction builder must keep the homes, garages, and building sites clean. All building debris, stumps, trees, etc., must be removed from each building lot by builder as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the subdivision.

22. No property owner will do or permit done any act upon his/her property which may be or is or may become a nuisance to any other property owner or resident. There shall be no discharging of firearms, guns or pistols, of any kind, caliber, type or method of propulsion and no hunting of any type shall be carried on or conducted on said land.

23. No sign of any character shall be displayed upon any part of the property except a sign bearing the name of the owner, size 5 inches by 20 inches, to be approved by the Company.

24. No animals, birds, or fowl shall be kept or maintained on any part of the property except, dogs, cats and pet birds, which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose. All pets must be kept under control at all times, and must not become a nuisance by barking or other acts.

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25. Clotheslines or drying yards shall be located as not to be visible from the street or common easement area serving the premises or from the waterfront or golf course.

26. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property. These prohibitions also apply to the common easement area.

27. A well is permitted for water supply but the drilling or construction for such well shall have prior written review by the Company. The pump, pressure tank and pump house, if any, shall be considered structures.

28. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon, including vacant parcels.

29. No changes in the elevations of the land shall be made on the premises, nor any fill used to extend the property beyond the lot and bulkhead line on any waterfront property.

30. Any golfer may retrieve his or her errant golf ball from any yard of any lot so long as destruction of the property does not occur. If destruction of property develops into a nuisance, then the golf club and the lot owners shall reach an agreement for additional covenants or restrictions to control the nuisance but not to the extent that hardships will be placed on either party.

31. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

32. The Company may include in any contract or deed hereafter made any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.

33. The Company may at any time release any one or more lots shown on the plats of the property from any or all of the restrictions and covenants running with the land herein set forth, and also from any or all additional restrictions and covenants imposed pursuant to the provisions of Paragraph 17 above, provided the written consent thereto of the owner or owners of not less than two-thirds in number of the lots shown on said plats shall be obtained.

34. If the Company shall transfer or assign the development of such subdivision or if it shall be succeeded by another in the development of such subdivision, then such transferee, assignee or successor shall be vested with the several rights, powers, privileges

or authorities given said Company by any part or paragraph hereof. The foregoing provisions of this paragraph shall be automatic, but the Company may execute such instrument as it shall desire to evidence the vesting of the several rights, powers, privileges and authorities in such transferee, assignee or successor. In addition and in the event the Company contemplates or is in the process of dissolution, merger or consolidation, the Company may transfer and assign to such person, firm or corporation as it shall select any and all rights, powers, privileges and authorities given the Company by any part or paragraph hereof, whether or not the Company shall also transfer or assign the development of such subdivision or be succeeded in the development of such subdivision. In the event that at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges and authorities given said Company under the provisions hereof, such rights, powers, privileges and authorities shall be vested in and exercised by a committee to be elected or appointed by owners of a majority of the lots of said land and in such event such committee shall then have the same rights, powers, privileges and authorities in said committee except in the event aforesaid.

35. The owner, from time to time, of each lot, prior to commencement of the erection of any residence on such lot, shall cut, or cause to be cut, and keep cut or cause to be kept cut, all weeds and brush on such lot and shall remove any resulting debris, to comply with Paragraph 32 hereof. Should such owner fail to do so, the Company may do so, and the reasonable expenses thereof shall be paid by such owner to the Company within thirty (30) days thereafter. In the event of a failure of such owner to pay the Company as above provided, the Company shall have the right to file a notice of lien in the Office of the Clerk of the Superior Court of New Hanover County, North Carolina, and from and after the filing of such notice of lien, the Company shall have a lien on such lot for the payment of such sum, with interest at the rate of 8% per annum, all in like manner as if the Company had performed such work at the instance and request of such owner. Any such lien, however, shall be subordinate and inferior to any mortgage then or thereafter encumbering such lot.

36. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person claiming under the Company shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the Company, or any person or persons owning any residential lot on said land: (A) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (B) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation, provided however, that the remedies in this paragraph contained shall be construed as cumulative of all other remedies

now or hereafter provided by law. Without limiting the foregoing provisions of this paragraph, enforcement of these covenants and restrictions may be made by the Creekside at Porters Neck Plantation Owners Association, Inc., of which every record owner of a fee or undivided fee interest in any lot shall be a member and subject to an annual maintenance assessment. Invalidation of any provision of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the covenants and restrictions which shall remain in full force and effect.

37. Company hereby covenants and agrees that every contract of sale or deed made by the Company wherein is described any residential lot of said land shall include or be subject to, by reference or otherwise, each and every covenant and restriction herein written, or the substance thereof, and subject to the reservations herein; the Company shall conform with and abide by the foregoing covenants as to all of said land.

38. Miscellaneous:

(a) Where the Company is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

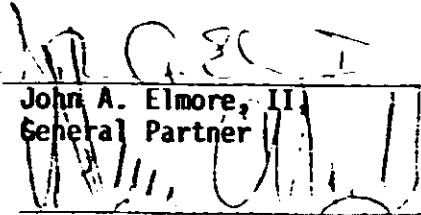
(b) No change of condition or circumstances shall operate to extinguish, terminate or modify any of the provisions of these restrictions, but they shall be extinguished, terminated or modified only by the action and in the manner provided in this Declaration.

(c) In all cases the restrictions set forth or provided for in these restrictions shall be construed together and shall be given that interpretation or construction which will best tend toward their strict enforcement, and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

IN WITNESS WHEREOF, Porters Neck Associates, a North Carolina General Partnership, has caused this instrument to be signed and sealed by a General Partner, all on this the day and year first above written.

PORTERS NECK ASSOCIATES

BY:

  
John A. Elmore, II  
General Partner

  
Henry E. Miller, Jr.,  
General Partner

  
Lionel L. Yow,  
General Partner

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Katherine A. Godwin, a Notary Public, of the County of Columbus and State of North Carolina, do hereby certify John A. Elmore, II, Henry E. Miller, Jr. and Lionel L. Yow, General Partners of Porters Neck Associates personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 10th day of September, 1987.

Katherine A. Godwin  
Notary Public

My Commission Expires:

May 30, 1989

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STATE OF NORTH CAROLINA  
New Hanover County  
The Foregoing Certificate of  
Katherine A. Godwin, a Notary -  
Public

is certified to be correct.  
This the 7th day of Oct 1987

Rebecca P. Tucker, Register of Deeds  
By [Signature]  
Deputy

## EXHIBIT "A"

1392 1267

TRACT 1  
77 ACRES  
PART OF PORTER'S NECK PLANTATION

BEGINNING at a point in the northwestern line (30.0 feet from the centerline) of S. R. 1491 at the easternmost corner of the Vision Cable of North Carolina tract recorded in Book 1226, Page 723, New Hanover County Registry; running thence from said Beginning with the northwestern line of S. R. 1491 (30.0 feet from the centerline) along an irregular curve northeastward 641 feet more or less to the point of tangency (said point of tangency located from the Beginning point by courses of north 53 degrees 41 minutes 40 seconds east 330.03 feet and north 79 degrees 45 minutes 55 seconds east 307.33 feet); thence with the northern line of S. R. 1491 south 89 degrees 23 minutes 49 seconds east 493.02 feet to the point of curvature of a curve having a radius of 870.50 feet and a deflection angle of 18 degrees 33 minutes 35 seconds to the right; thence with said curve eastward 281.98 feet to the point of tangency (chord to the previous course being south 80 degrees 07 minutes 12 seconds east 280.75 feet; thence continuing with said northern line south 70 degrees 50 minutes 14 seconds east 1063.12 feet to a point of curvature; thence continuing with said northern line as it curves southeastward 542 feet more or less to the point of tangency (said curve traversed by chords of south 56 degrees 38 minutes 24 seconds east 259.75 feet and south 13 degrees 44 minutes 43 seconds east 276.03

feet); thence with the eastern line of S. R. 1491 south 1 degree 58 minutes 20 seconds west 179.34 feet to a point of curvature; thence with the curve of the northern line of S. R. 1491 southward, eastward and northward 825 feet more or less to a point of tangency (said curve traversed by chords of south 00 degrees 10 minutes 35 seconds east 96.22 feet, south 10 degrees 22 minutes 29 seconds east 93.94 feet, south 23 degrees 11 minutes 54 seconds east 90.95 feet, south 44 degrees 58 minutes 28 seconds east 87.79 feet, south 70 degrees 43 minutes 54 seconds east 86.93 feet, north 84 degrees 31 minutes 06 seconds east 87.35 feet, north 60 degrees 30 minutes 39 seconds east 87.74 feet, north 87 degrees 40 minutes 77 seconds east 89.38 feet, and north 19 degrees 42 minutes 33 seconds east 101.65 feet); thence with the northern line of S. R. 1491 north 13 degrees 46 minutes 10 seconds east 295.41 feet to a point and north 13 degrees 14 minutes 58 seconds east 329.61 feet to a point of tangency; thence with the curve of said northern line northeastward 504 feet more or less to a point of tangency (said curve traversed by chords of north 21 degrees 26 minutes 43 seconds east 287.91 feet and north 53 degrees 24 minutes 33 seconds east 212.36 feet); thence with the northern line of S. R. 1491 north 70 degrees 00 minutes 47 seconds east 254.54 feet to a point of curvature; thence with the curve of the northern line of S. R. 1491 eastward 265 feet more or less to its intersection with the eastern line of a 30-foot roadway easement described in Book 1169, Page 1897 (said curve traversed by chords of north 75 degrees 31 minutes 18