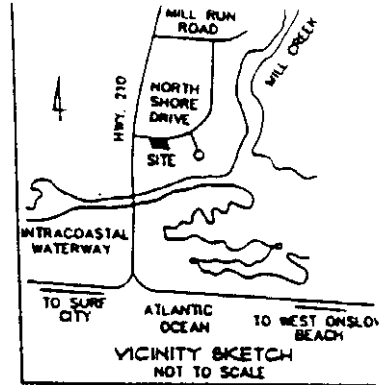


RECITATIVE OF UNDERSTANDING AND AGREEMENT

We hereby certify that we are the owners of the property described hereon, which is located in the subdivision jurisdiction of Onslow County and that we hereby accept this subdivision plan with our free consent, established minimum building setback lines, and dedicate all streets, alleys, walks, paths, and other sites and easements to public or private use as noted.

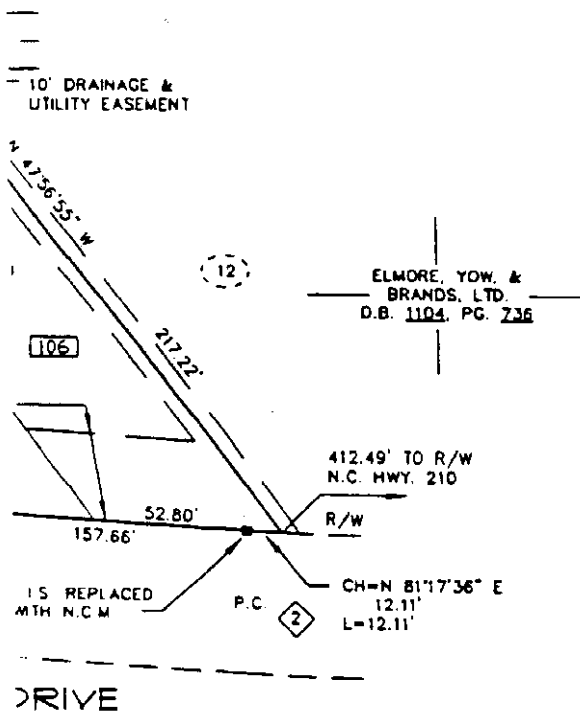
J.E. [Signature]
Deeds Date

- R/W - RIGHT-OF-WAY
- M.B.L. - MINIMUM BUILDING LINE
- M.C.M. - MEV CONC. MONUMENT
- OE.I.S. - EXISTING IRON STAKE
- OE.I.P. - EXISTING IRON PIPE
- 7 - LOT NUMBER
- [] - HOUSE NUMBER
- 1 - CURVE NUMBER



NORTH PER 1984
M.B. 25, PG. 58

DRAINAGE & UTILITY EASEMENT



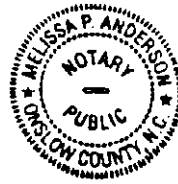
I, John W. Parker, certify that this map was drawn under my supervision from an actual survey with control corners set made under my supervision completed on OCT 27, 1994 that the error of closure as calculated by lots and seps is 1.10.000 that the boundaries not surveyed are shown as broken lines, that this map was prepared in accordance with G.S. 47-30 as amended, this map was prepared for recording purposes.



Witness my original signature, registration number and seal this 2 day of MARCH AD 1995.
[Signature]
John W. Parker, R.L.S., L-2480

NORTH CAROLINA.....ONSLOW COUNTY

I, Notary Public of the county and state aforesaid, certify that John W. Parker a registered land surveyor, personally appeared before me on this day and acknowledged the execution of the foregoing instrument.



Witness my hand and official stamp or seal, this 2 day of MARCH AD 1995.

[Signature]
Melissa P. Anderson
Notary Public
My commission expires October 20, 1998.

NORTH CAROLINA.....ONSLOW COUNTY

The foregoing certificate of Melissa P. Anderson is certified to be correct, this map was filed for registration at 112 o'clock in the after day of March AD 1995.

Registered in Map Book 32 Page 138
Side 1-130
[Signature]
Register of Deeds

5 LOTS
1.18 ACRES (BY COORDINATES)
DEED REFERENCE: PORTION OF D.B. 1104, PG. 736

FINAL PLAT

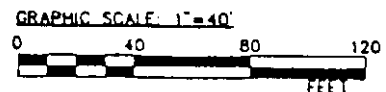
AUGUSTA PLACE, PHASE I
AT
NORTH SHORE COUNTRY CLUB
STUMP SOUD TWP., ONSLOW CO., NORTH CAROLINA
ELMORE, YOW & BRANDS LTD.
1202 PORTERS NECK ROAD
WILMINGTON, NORTH CAROLINA 28405
(800)423-5695

Water and Sewer Advisory Commission Certification

I hereby certify that the plans and specifications for the water system for Augusta Place, Phase I at North Shore Country Club subdivision have been reviewed and approved by the Onslow County Water Department and/or Onslow County Water and Sewer Advisory Commission. Installation, materials and dedication requirements are subject to the terms and conditions of the Onslow County Water Ordinance.

[Signature] 3-2-95 Date
Bill Harvey
Onslow County Utilities Director

DATE: 10-27-94
SCALE: 1"=40'



Parker & Associates, Inc.
Consulting Engineers - Land Surveyors - Land Planners
P.O. Box 978 - Jacksonville, North Carolina - 28541-0978
Phone (910) 465-2414 - Fax (910) 465-3441



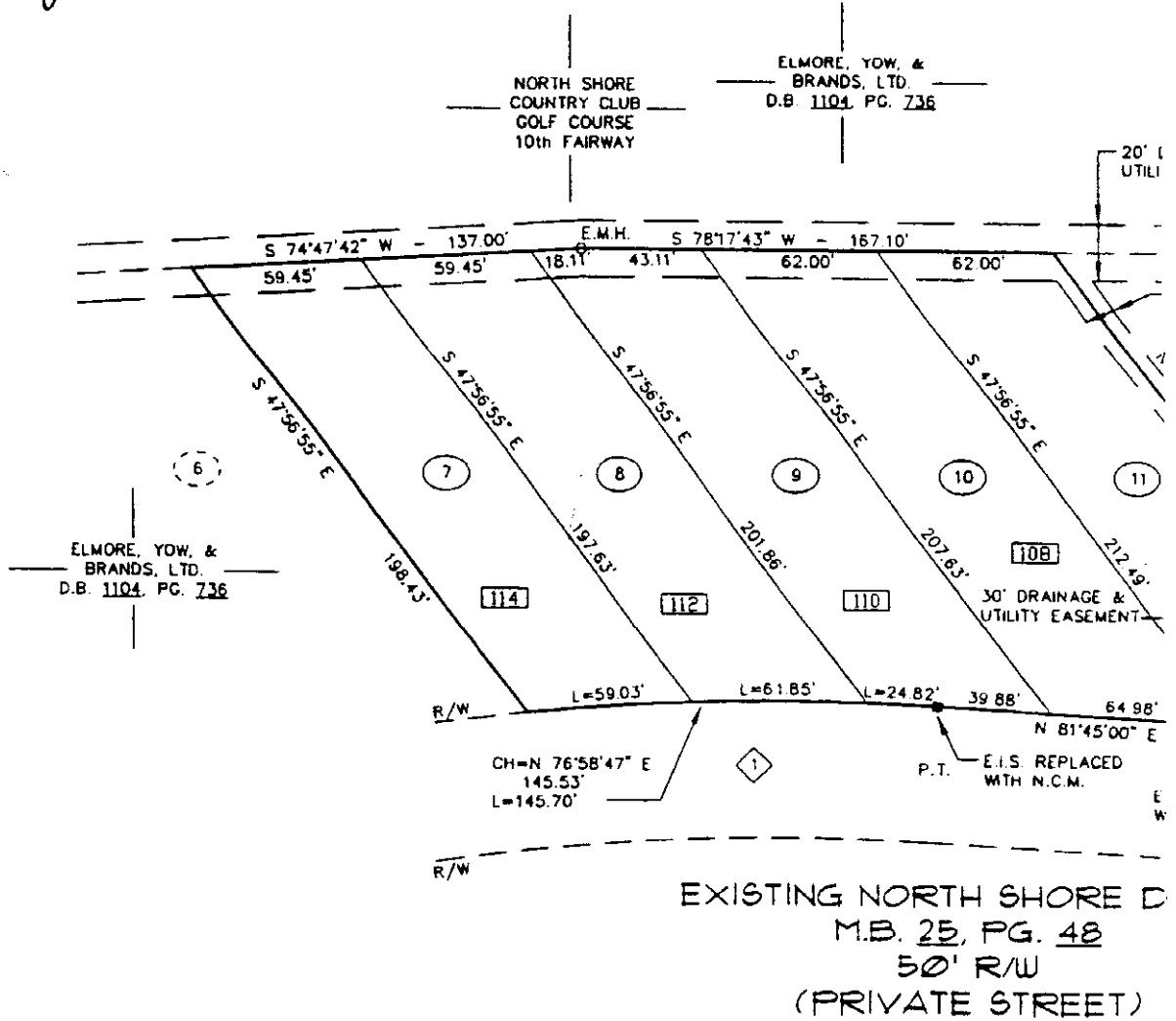
I hereby certify that all improvements have either been installed or guaranteed by an approved security for the MAGNUSIA PLACE PHASE I subdivision and that the filing fee for this plat has been paid.
F. E. Doolittle, GM 6/26/95
 Owner/Authorized Agent Date

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of Onslow County, North Carolina and that this plat has been approved by the Onslow County Planning Board for recording in the Office of the Registrar of Deeds of Onslow County.
Patricia C. Kouse 3/2/95
 Subdivision Administrator Date



Subdivision Certificate

I, John V. Parker, certify that this survey creates a subdivision of land within the area of a county municipality that has an ordinance that regulates parcels of land.
John V. Parker 3-2-95
 JOHN V. PARKER, R.L.S. L-2480 Date



LOT NO.	CURVE	BEARING	DISTANCE
7	1	N 74°08'31" E	59.02'
8	1	N 78°05'39" E	61.84'
9	1	N 80°56'16" E	24.82'

RIGHT-OF-WAY CURVE DATA	
CURVE 1 (INITIAL)	CURVE 2 (INITIAL)
Δ=24°40'00"	Δ=06°57'15"
R=874.98'	R=759.58'
T=191.31'	T=46.13'
L=376.69'	L=92.19'
LC=N 69°25'00" E 373.79'	LC=N 78°16'21" E 92.14'

NOTES:

1. MINIMUM SETBACKS:
 FRONT YARD - 30 FEET
 SIDE YARD - 5 FEET (10' BETWEEN BUILDINGS)
 REAR YARD - 20 FEET
2. ALL LOT CORNERS TO BE NEW IRON STAKES EXCEPT WHERE NOTED.
3. THIS AREA IS NOT LOCATED WITHIN A 100YR FLOOD PLAIN PER CPN 370340 04C8D EFFECTIVE DATE NOV. 4, 1992.
4. 10' DRAINAGE & UTILITY EASEMENT RESERVED ALONG NORTH SHORE DRIVE RIGHT-OF-WAY.
5. ALL DISTANCES ARE HORIZONTAL GROUND, UNLESS OTHERWISE NOTED.

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.

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

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

AUGUSTA
PLACE

AUGUSTA PLACE PHASE II

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 _____ 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