

RECORDED & VERIFIED  
REBECCA T. CHRISTIAN  
REGISTER OF DEEDS  
NEW HANOVER CO. NC

BOOK PAGE  
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STATE OF NORTH CAROLINA 6 PM 2 33

COUNTY OF NEW HANOVER

AMENDMENT TO PROTECTIVE COVENANTS  
PORTERS NECK PLANTATION  
PHASE II - SECTION 1

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR PORTERS NECK PLANTATION is dated for purposes of reference only this 6<sup>th</sup> day of July, 1992, and is submitted for recordation by Porters Neck Company, Inc., a North Carolina corporation (hereinafter "Declarant").

RECITALS:

Declarant has, by recordation of subdivision plats, subdivided certain properties as shown on said plats into lots intended for utilization for construction of residential homes. The properties shown on such plats are generally referred to as portions of the Porters Neck Plantation development. The initial plat for such subdivision is recorded in Map Book 31, Pages 379 and 380, New Hanover County Registry.

The Protective Covenants for Porters Neck Plantation, which encumber the lots within Porters Neck Plantation, are recorded in Book 1555, Pages 957 through 981, New Hanover County Registry (hereinafter "Protective Covenants"). Paragraph 2 of the Protective Covenants reserves unto Declarant the right to subject additional properties to the terms and provisions of the Protective Covenants. The purpose of this Amendment to Protective Covenants for Porters Neck Plantation is to submit additional single family lots to the terms and provisions of the Protective Covenants as specifically allowed by paragraph 2 of the Protective Covenants.

Therefore, the Protective Covenants of Porters Neck Plantation as recorded in Book 1555, Pages 957 through 981, as previously amended, are hereby further amended as follows:

1. ADDITIONAL PROPERTIES. The provisions of the Protective Covenants shall apply fully to all numbered Lots (lots 96 through 103 and lots 124 through 139) shown on that plat recorded in Map Book 32, Page 254, New Hanover County Registry. All of the terms and provisions of the Protective Covenants shall be fully binding and applicable to such lots.

2. DUES. Declarant shall begin paying dues on unsold lots made subject to this Amendment on the first day of the month following the conveyance by Declarant to a third party of any lot made subject to the terms of the Protective Covenants by this Amendment.

3. BUILDING RESTRICTIONS. All building restrictions contained in the Protective Covenants shall be fully applicable to

DRAWN BY

KEN KIRKMAN

RETURNED TO

*David Ryan*

000081

the Lots made subject to the Protective Covenants by this Amendment.

4. SURVIVAL. Except as specifically amended by this Amendment to Protective Covenants for Porters Neck Plantation, all provisions of the Protective Covenants (as amended) shall be fully applicable to all lots made subject to the Protective Covenants by this Amendment, and the terms and provisions of the Protective Covenants shall remain in full force and effect as to all lots encumbered thereby.

5. JOINDER. Branch Banking and Trust Company joins in the execution of this Amendment to Protective Covenants for Porters Neck Plantation for the sole purpose of consenting to the terms and conditions contained herein, and for the purpose of subordinating that Deed of Trust recorded in Book 1606, Page 1239, et seq., as the same may have been modified from time to time, to the provisions of this Amendment to Protective Covenants, and by affixing its duly authorized signature, under seal, hereto, Branch Banking and Trust Company does hereby specifically subordinate said Deed of Trust recorded in Book 1606, Page 1239, et seq. (including any modification), to the terms of this Amendment to Protective Covenants, but except for said subordination, the lien of said Deed of Trust shall remain in full force and effect until released by Branch Banking and Trust Company, by instrument duly recorded in the Office of the Register of Deeds of New Hanover County.

IN TESTIMONY WHEREOF, said parties have caused this instrument to be executed in their corporate name by their corporate officers, and their corporate seals to be hereto affixed, all by order of their Board of Directors first duly given, this the day and year first above written.

PORTERS NECK COMPANY

BY: [Signature]  
President

ATTEST:

[Signature]  
Asst. Secretary

(Corporate Seal)

BRANCH BANKING AND TRUST COMPANY

BY: [Signature]  
Vice President

ATTEST:

Asst. Secretary

(Corporate Seal)

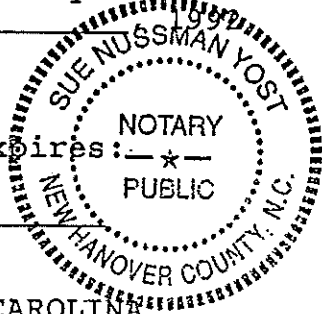


STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Sue N. Yost, a Notary Public in and for the above-named State and County do hereby certify that personally appeared before me this day John A. Elmore, II, who being by me duly sworn, says that he is the President of PORTERS NECK COMPANY and that he knows that Katherine A. Godwin is the <sup>Asst.</sup> Secretary, and that he knows the common seal of the said corporation; that the corporation's name was subscribed to the within document by him as President and was attested by its <sup>Asst.</sup> Secretary, with its corporate seal thereto affixed, and all by order of its Board of Directors duly given, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this 6<sup>th</sup> day of July

My Commission Expires: 9-24-95



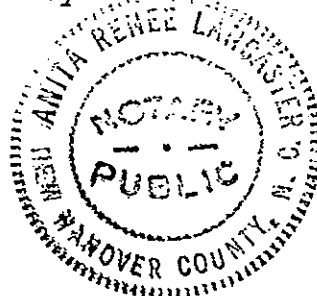
Sue Nussman Yost  
Notary Public

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Anita Renee Lancaster, a Notary Public in and for the above-named State and County do hereby certify that personally appeared before me this day L.S. Wright, III, who being by me duly sworn, says that he is the President of BRANCH BANKING AND TRUST COMPANY and that he knows that Brett A. Barnes is the <sup>Asst.</sup> Secretary, and that he knows the common seal of the said corporation; that the corporation's name was subscribed to the within document by him as President and was attested by its Secretary, with its corporate seal thereto affixed, and all by order of its Board of Directors duly given, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this 6<sup>th</sup> day of July, 1992.

My Commission Expires: 4/1/97



Anita Renee Lancaster  
Notary Public

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STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

AMENDMENT TO PROTECTIVE COVENANTS  
PORTERS NECK PLANTATION  
SECTION 1 - PHASE II - EXTENSION A

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR PORTERS NECK PLANTATION is dated for purposes of reference only this 17th day of September, 1992, and is submitted for recordation by Porters Neck Company, Inc., a North Carolina corporation (hereinafter "Declarant").

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RECITALS:

Declarant has, by recordation of subdivision plats, subdivided certain properties as shown on said plats into lots intended for utilization for construction of residential homes. The properties shown on such plats are generally referred to as portions of the Porters Neck Plantation development. The initial plat for such subdivision is recorded in Map Book 31, Pages 379 and 380, New Hanover County Registry.

The Protective Covenants for Porters Neck Plantation, which encumber the lots within Porters Neck Plantation, are recorded in Book 1555, Pages 957 through 981, New Hanover County Registry (hereinafter "Protective Covenants"). Paragraph 2 of the Protective Covenants reserves unto Declarant the right to subject additional properties to the terms and provisions of the Protective Covenants. The purpose of this Amendment to Protective Covenants for Porters Neck Plantation is to submit additional single family lots to the terms and provisions fo the Protective Covenants as specifically allowed by paragraph 2 of the Protective Covenants.

Therefore, the Protective Covenants of Porters Neck Plantation as recorded in Book 1555, Pages 957 through 981, as previously amended, are hereby further amended as follows:

1. ADDITIONAL PROPERTIES. The provisions of the Protective Covenants shall apply fully to all numbered Lots (lots 104 through 108) shown on that plat recorded in Map Book 32, Page 292, New Hanover County Registry. All of the terms and provisions of the Protective Covenants shall be fully binding and applicable to such lots.

2. DUES. Declarant shall begin paying dues on unsold Lots made subject to this Amendment on the first day of the month following the conveyance by Declarant to a third party of any Lot made subject to the terms of the Protective Covenants by this Amendment. The liens provided for herein shall be subordinate to the lien of any first mortgage or Deed of Trust and the liens of any mortgage or Deed of Trust in favor of Branch Banking and Trust Company including liens of Branch Banking and Trust Company referred to in paragraph 5 hereof. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for herein.

DRAWN BY

*J. Lyon*

RETURNED TO

*J. Lyon*

However, the sale or transfer of any Lot which is subject to any such mortgage or Deed of Trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments, charges or dues thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage or Deed of Trust, including the Deed of Trust referred to in paragraph 5 hereof. Further, any Lot acquired by or transferred to any beneficiary of a Deed of Trust or mortgagee as a result of the foreclosure or proceeding in lieu of foreclosure respecting such Lot shall not be subject to assessment, charges or dues hereunder for the period held by such mortgagee or beneficiary.

3. BUILDING RESTRICTIONS. All building restrictions contained in the Protective Covenants shall be fully applicable to the Lots made subject to the Protective Covenants by this Amendment.

4. SURVIVAL. Except as specifically amended by this Amendment to Protective Covenants for Porters Neck Plantation, all provisions of the Protective Covenants (as amended) shall be fully applicable to all lots made subject to the Protective Covenants by this Amendment, and the terms and provisions of the Protective Covenants shall remain in full force and effect as to all lots encumbered thereby.

5. JOINDER. Branch Banking and Trust Company joins in the execution of this Amendment to Protective Covenants for Porters Neck Plantation for the sole purpose of consenting to the terms and conditions contained herein, and for the purpose of subordinating, except as herein set forth, that Deed of Trust recorded in Book 1606, Page 1239, et seq., as the same may have been modified from time to time, to the provisions of this Amendment to Protective Covenants, and by affixing its duly authorized signature, under seal, hereto, Branch Banking and Trust Company does hereby specifically subordinate, except as herein set forth, said Deed of Trust recorded in Book 1606, Page 1239, et seq. (including any modification), to the terms of this Agreement to Protective Covenants, but except for said subordination, the lien of said Deed of Trust shall remain in full force and effect until released by Branch Banking and Trust Company, by instrument duly recorded in the Office of the Register of Deeds of New Hanover County. As set forth in paragraph 2 hereof, the lien of said Deed of Trust is not subordinated to any liens for assessments, charges or dues.

IN TESTIMONY WHEREOF, said parties have caused this instrument to be executed in their corporate name by their corporate officers, and their corporate seals to be hereto affixed, all by order of their Board of Directors first duly given, this the day and year first above written.



PORTERS NECK COMPANY

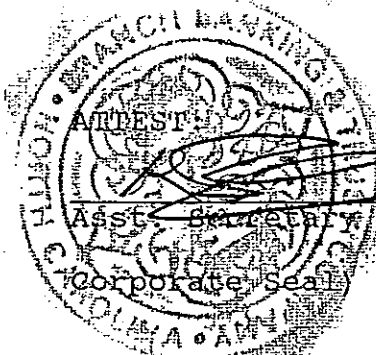
BY: Jack Stewart  
Asst. Vice President

Asst. Katherine A. Godwin  
Secretary

(Corporate Seal)

BRANCH BANKING AND TRUST COMPANY

BY: R. L. Wright III  
Vice President

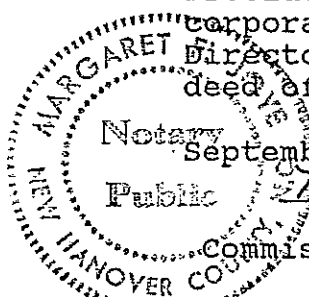


STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

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

WITNESS my hand and notarial seal, this 21st day of September, 1992.

Margaret I Jeye Notary Public  
Commission Expires: August 21, 1996



STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

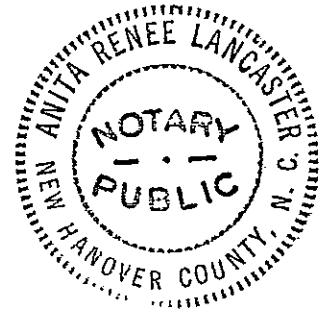
I, Anita Renee Lancaster, a Notary Public in and for the above-named State and County do hereby certify that personally appeared before me this day R. L. Wright III, who being by me duly sworn, says that he is the Asst. Vice President of BRANCH BANKING AND TRUST COMPANY and that he knows

that K.J. Catlett, is the Asst. Secretary, and that he knows the common seal of the said corporation; that the corporation's name was subscribed to the within document by him as Asst. Vice President and was attested by its Asst. Secretary, with its corporate seal thereto affixed, and all by order of its Board of Directors duly given, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this 21<sup>st</sup> day of September, 1992.

Anita Renee Lancaster  
Notary Public

Commission Expires: 4/1/97



STATE OF NORTH CAROLINA  
New Hanover County

The Foregoing/Annexed Certificate(s) of  
Margaret F. Joye and  
Anita Renee Lancaster  
Notary (Notaries) Public is/are certified  
to be correct.

This the 21 day of SEP 1992  
Rebecca P. Tucker, Register of Deeds

By Mary Sue Oats  
Deputy/Assistant

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BOOK

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STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

AMENDMENT TO PROTECTIVE COVENANTS  
PORTERS NECK PLANTATION  
SECTION I - PHASE II - EXTENSION B

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR PORTERS NECK PLANTATION is dated for purposes of reference only this 23rd day of December, 1992, and is submitted for recordation by Porters Neck Company, Inc., a North Carolina corporation (hereinafter "Declarant").

RECITALS:

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Declarant has, by recordation of subdivision plats, subdivided certain properties as shown on said plats into lots intended for utilization for construction of residential homes. The properties shown on such plats are generally referred to as portions of the Porters Neck Plantation development. The initial plat for such subdivision is recorded in Map Book 31, Pages 379 and 380, New Hanover County Registry.

The Protective Covenants for Porters Neck Plantation, which encumber the lots within Porters Neck Plantation, are recorded in Book 1555, Pages 957 through 981, New Hanover County Registry (hereinafter "Protective Covenants"); and as amended thereafter. Paragraph 2 of the Protective Covenants reserves unto Declarant the right to subject additional properties to the terms and provisions of the Protective Covenants. The purpose of this Amendment to Protective Covenants for Porters Neck Plantation is to submit additional single family lots to the terms and provisions of the Protective Covenants as specifically allowed by paragraph 2 of the Protective Covenants.

Therefore, the Protective Covenants of Porters Neck Plantation as recorded in Book 1555, Pages 957 through 981, and as previously amended, are hereby further amended as follows:

1. ADDITIONAL PROPERTIES. The provisions of the Protective Covenants shall apply fully to all numbered Lots (lots 109 through 123) shown on that plat recorded in Map Book 32, Page 360, New Hanover County Registry. All of the terms and provisions of the Protective Covenants shall be fully binding and applicable to such lots.

2. DUES. Declarant shall begin paying dues on unsold Lots made subject to this Amendment on the first day of the month following the conveyance by Declarant to a third party of any Lot made subject to the terms of the Protective Covenants by this Amendment. The liens provided for herein shall be subordinate to the lien of any first mortgage or Deed of Trust and the liens of any mortgage or Deed of Trust in favor of Branch Banking and Trust Company including liens of Branch Banking and Trust Company

DRAWN BY

JENNIFER A. YOW

RETURNED TO



referred to in paragraph 5 hereof. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for herein. However, the sale or transfer of any Lot which is subject to any such mortgage or Deed of Trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments, charges or dues thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage or Deed of Trust, including the Deed of Trust referred to in paragraph 5 hereof. Further, any Lot acquired by or transferred to any beneficiary of a Deed of Trust or mortgagee as a result of the foreclosure or proceeding in lieu of foreclosure respecting such Lot shall not be subject to assessment, charges or dues hereunder for the period held by such mortgagee or beneficiary.

3. BUILDING RESTRICTIONS. All building restrictions contained in the Protective Covenants shall be fully applicable to the Lots made subject to the Protective Covenants by this Amendment.

4. SURVIVAL. Except as specifically amended by this Amendment to Protective Covenants for Porters Neck Plantation, all provisions of the Protective Covenants (as amended) shall be fully applicable to all lots made subject to the Protective Covenants by this Amendment, and the terms and provisions of the Protective Covenants shall remain in full force and effect as to all lots encumbered thereby.

5. JOINDER. Branch Banking and Trust Company joins in the execution of this Amendment to Protective Covenants for Porters Neck Plantation for the sole purpose of consenting to the terms and conditions contained herein, and for the purpose of subordinating, except as herein set forth, that Deed of Trust recorded in Book 1606, Page 1239, et seq., as the same may have been modified from time to time, to the provisions of this Amendment to Protective Covenants, and by affixing its duly authorized signature, under seal, hereto, Branch Banking and Trust Company does hereby specifically subordinate, except as herein set forth, said Deed of Trust recorded in Book 1606, Page 1239, et seq. (including any modification), to the terms of this Amendment to Protective Covenants, but except for said subordination, the lien of said Deed of Trust shall remain in full force and effect until released by Branch Banking and Trust Company, by instrument duly recorded in the Office of the Register of Deeds of New Hanover County. As set forth in paragraph 2 hereof, the lien of said Deed of Trust is not subordinated to any liens for assessments, charges or dues.

IN TESTIMONY WHEREOF, said parties have caused this instrument to be executed in their corporate name by their corporate officers, and their corporate seals to be hereto affixed,

all by order of their Board of Directors first duly given, this the day and year first above written.

PORTERS NECK COMPANY, INC.

BY: [Signature]  
VICE President

ATTEST:

Katherine A. Godwin  
Asst. Secretary

BRANCH BANKING AND TRUST COMPANY

BY: [Signature]  
Vice President



[Signature]  
Asst. Secretary



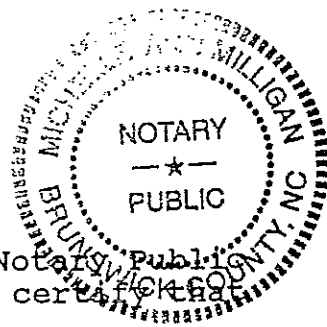
Michelle Ann Milligan, a Notary Public in and for the above-named State and County do hereby certify that personally appeared before me this day Lionel L. Now, who being by me duly sworn, says that he is the ~~Asst.~~ Vice President of PORTERS NECK COMPANY and that he knows that Katherine A. Godwin, is the Asst. Secretary, and that he knows the common seal of the said corporation; that the corporation's name was subscribed to the within document by him as Asst. Vice President and was attested by its Asst. Secretary, with its corporate seal thereto affixed, and all by order of its Board of Directors duly given, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this 23<sup>rd</sup> day of December, 1992.

Michelle Ann Milligan Notary Public  
Commission Expires: 6/23/97

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I,  Anita Renee Lancaster , a Notary Public in and for the above-named State and County do hereby certify that

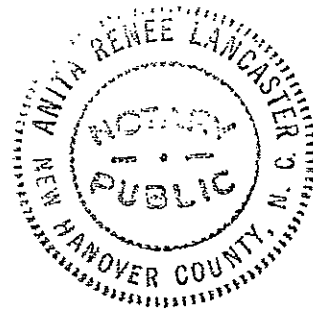


personally appeared before me this day J. L. Wright, III,  
who being by me duly sworn, says that he is the Asst. Vice  
President of BRANCH BANKING AND TRUST COMPANY and that he knows  
that Brent H. Maddell, is the Asst. Secretary, and that he  
knows the common seal of the said corporation; that the  
corporation's name was subscribed to the within document by him as  
Asst. Vice President and was attested by its Asst. Secretary, with  
its corporate seal thereto affixed, and all by order of its Board  
of Directors duly given, and that the said instrument is the act  
and deed of said corporation.

WITNESS my hand and notarial seal, this 23<sup>rd</sup> day of  
December, 1992.

Anita Renee Lancaster  
Notary Public

Commission Expires: 4/1/97



STATE OF NORTH CAROLINA  
New Hanover County

The Foregoing / Annexed Certificate(s) of  
Michelle Ann Milligan  
Anita Renee Lancaster

Notary (Notaries) Public ~~is~~ are certified  
to be correct.

This the 6 day of Jan 1993  
Mary Sue Oots, Register of deeds

by [Signature]  
Deputy/Assistant

BOOK PAGE  
1639 0375

ADMITTED TO RECORD  
6 DAY OF Jan 1993  
AT 303 P M  
MARY SUE OOTS  
REGISTER OF DEEDS  
NEW HANOVER COUNTY