

BK6737PG0043

Prepared by and mail after recording to: Malcolm E. Harris, P.O.
Box 1100, Wake Forest, NC 27588-1100

NORTH CAROLINA
WAKE COUNTY

AMENDMENT TO
PROTECTIVE COVENANTS
ST. ANDREWS PLANTATION

November THIS AMENDMENT TO DECLARATION, made this 31st day of
1995, by Saint Andrews Land Group, LLC, a North
Carolina Limited Liability Company ("Declarant");

WITNESSETH:

THAT WHEREAS, Declarant is the developer of that subdivision
known as St. Andrews Plantation in Wake County, North Carolina, and
has subjected Sections A, B and C of St. Andrews Plantation to
Protective Covenants recorded in Book 6487, Page 563, Wake County
Registry ("Master Declaration").

THAT WHEREAS, the Master Declaration provides in Article XVII
thereof that "[t]hese restrictions are subject to being altered,
modified, cancelled or changed at any time as to said subdivision
as a whole or as to any subdivided lot or parcel thereof by written
document executed by the Declarant so long as Declarant shall own
one or more lots".

THAT WHEREAS, Declarant is the owner of more than one lot in
Saint Andrews Plantation.

NOW THEREFORE, the Declarant hereby alters, modifies, changes
and amends the Master Declaration by deleting paragraph "A" of
Article V thereof and substituting the following as Paragraph "A"
of Article V of the Master Declaration:

A. Exterior siding for each dwelling and garage
shall be either brick veneer, stone, wood, vinyl, or
approved hardboard (approved by the Architectural
Committee).

Except as it is hereby altered, modified, changed and amended,
the remaining terms, conditions and provisions of the Master
Declaration shall remain in full force and effect.

IN TESTIMONY WHEREOF, Saint Andrews Land Group, LLC has caused
this instrument to be executed in its name by its Managing Member,
the date first above written.

PRESENTED
FOR
REGISTRATION
95 NOV -3 PM 1:5
KENNETH D. WILKINSON
REGISTER OF DEEDS
WAKE COUNTY

SAINT ANDREWS LAND GROUP, LLC
a North Carolina Limited
Liability Company

By: James M. Adams, Sr.
James M. Adams, Sr.
Managing Member

000519

BK 6737PG0044

NORTH CAROLINA
COUNTY OF Granville

I, a Notary Public of the County and State aforesaid, do hereby certify that James M. Adams, Sr., Managing Member of Saint Andrews Land Group, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal or stamp this 3 day of November, 1995.

My Commission Expires:
2-16-99

Elaine L. Funder
Notary Public



NORTH CAROLINA — WAKE COUNTY
The foregoing certificate of Elaine L. Funder

Notary (ies) Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Registrar of Deeds
By: Charles Kelly
Asst. Deputy Registrar of Deeds

9K6747PG0179

PK...

Prepared by and mail after recording to: Malcolm E. Harris, P.O. Box 1100, Wake Forest, NC 27588-1100

000416

NORTH CAROLINA
WAKE COUNTY

AMENDMENT TO
PROTECTIVE COVENANTS
ST. ANDREWS PLANTATION

THIS AMENDMENT TO DECLARATION, made this 14th day of November, 1995, by Saint Andrews Land Group, LLC, a North Carolina Limited Liability Company ("Declarant") and P H Simmons & Associates, Inc. ("Owner"), a resident of Wake County, North Carolina;

WITNESSETH:

THAT WHEREAS, Declarant is the developer of that subdivision known as St. Andrews Plantation in Wake County, North Carolina, and has subjected Section A of St. Andrews Plantation to Protective Covenants recorded in Book 6487, Page 563, Wake County Registry ("Master Declaration") and Owner is the owner of Lots 64 and 65 of said St. Andrews Plantation.

THAT WHEREAS, the Master Declaration provides in Article I thereof that "[t]he Declarant may, from time to time, subject additional property to the Protective Covenants and restrictions herein set forth by appropriate reference hereto."

THAT WHEREAS, Declarant and Owner desire to subject the hereinafter described property to the Master Declaration.

NOW THEREFORE, the Declarant hereby declares that all of Lots 64 and 65, inclusive, as shown on that map, dated 6/30/95, entitled "St. Andrews Plantation, Section 'C'", prepared by Bass, Nixon & Kennedy, Inc., Consulting Engineers, and recorded in Book of Maps 1995, Page 1454, Wake County Registry, North Carolina, is and shall be held, transferred, sold and conveyed subject to the Master Declaration recorded in Book 6487, Page 563, Wake County Registry, North Carolina. *as amended in Book 6737, Page 43, Wake County Registry.

IN TESTIMONY WHEREOF, Saint Andrews Land Group, LLC has caused this instrument to be executed in its name by its Managing Member, and P H Simmons & Associates, Inc., has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the date first above written.

SAINT ANDREWS LAND GROUP, LLC
a North Carolina Limited
Liability Company

By: James M. Adams Sr.
James M. Adams, Sr.
Managing Member

P H Simmons & Associates, Inc.

By: Darick H. Simmons
President

WITNESS
By: [Signature]
Secretary



3K671:7FG0180

NORTH CAROLINA

COUNTY OF Davie

I, a Notary Public of the County and State aforesaid, do hereby certify that James M. Adams, Sr., Managing Member of Saint Andrews Land Group, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal or stamp, this 1 day of November, 1995.

My Commission Expires:

2-16-99

Sylvia L. Fowler
Notary Public

NORTH CAROLINA

COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, do hereby certify that J. G. Simmons, personally appeared before me this day and acknowledged that he/she is Secretary of P H Simmons & Associates, Inc., a North Carolina corporation, and that by authority duly given and as the act of corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official seal or stamp, this 14th day of November, 1995.

My Commission Expires:

12-18-98

Jud. Ellington
Notary Public



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate is of Sylvia L. Fowler
Judith Ellington
Notary (ies) Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

FRANCETH C. WILKINS, Register of Deeds

By P. Anne Reed
Asst. Deputy Register of Deeds

BK6883PG0196

Prepared by and return to: Malcolm E. Harris, P.O. Box 1100, Wake Forest, NC 27588-1100

REGISTERED

000119

CERTIFICATE OF SATISFACTION

96 MAR 12 AM 11:15

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

State of North Carolina
County of Wake

I, TERRY M. POPE, VICE PRESIDENT (title), hereby certify that Centura Bank is the owner of the indebtedness secured by the hereafter described deed of trust or mortgage and that the debt or other obligation in the amount of \$800,000.00 secured by the (deed of trust) (mortgage) (other instrument) executed by Saint Andrews Land Group, LLC, Grantor, Stephen B. Draper Trustee and Centura Bank, Beneficiary, and recorded in Wake County at Book 6176, Page 238 was satisfied on February 16, 1996. I request that this Certificate of Satisfaction be recorded and the above referenced security instrument be cancelled of record.

CENTURA BANK

By: Terry M. Pope
Print Name: TERRY M. POPE
Title: VICE PRESIDENT

State of North Carolina
County of WAKE

I, COLLEEN EVANS, a Notary Public of the County and State aforesaid, certify that TERRY M. POPE, personally came before me this day and acknowledged that he/she is VICE PRESIDENT (title) of Centura Bank, Beneficiary, and acknowledged the due execution of the foregoing Certificate of Satisfaction on behalf of the corporation, all by authority of the Board of Directors.

Witness my hand and official seal this 16 day of February, 1996.

My Commission Expires: 12-1-2000

Colleen Evans
Notary Public

North Carolina
County

NORTH CAROLINA — WAKE COUNTY
The foregoing Certificate of Satisfaction is of
Colleen Evans
Notary (or) Public is

(are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds
By: Lauren Collins
Asst. County Register of Deeds

(corp. dtcancel)



BK 6883PG0191

Commercial Note
Unsecured/Secured

WN

DATE BY
1602A10

NOTE NO
00701-01

\$ 800,000.00

WAKE FOREST, NC

June 15, 1994

Master Note

FOR VALUE RECEIVED, the undersigned, jointly and severally, executed (to pay to CENTURA BANK ("Bank"), or order, the sum of Eight Hundred thousand and no/100 Dollars (\$ 800,000.00...) or so much as shall have been disbursed from time to time and remains unpaid, including or together with interest at the rate and payable in the manner hereinafter stated. Principal and interest shall be payable at any banking office of Bank in the city or town indicated above, or such other place as the holder of this Note may designate.

INTEREST RATE (One of the following must be selected. Items appearing as to this Note that are checked are deleted.)
All payments made on this Note will be applied first to accrued interest and then to principal. Interest will accrue on the unpaid principal balance at the rate set forth below until maturity and will accrue on any unpaid interest before maturity and on any unpaid balance after maturity as set forth on the reverse side of this Note.
Interest payable on this Note per annum will be at the rate of:
 Centura Bank Rate _____
 Centura Prime Rate + 1 %
 Other _____ % Fixed

*Centura Bank Rate and *Centura Prime Rate are Bank's variable rate base indexes and are defined on the reverse side hereof.
Interest will be calculated on the basis of: Actual days/360 day year Actual days/365 day year Other _____
Adjustments to rates subject to change will be made with 60 day prior notice at the sole option of Bank and will be effective:
 As of the date the rate changes. Other _____
(Amortized term selected if no term checked.)

PRINCIPAL PAYMENT TERMS (One of the following must be selected. Payment terms not checked are deleted.) Principal (and interest if indicated under Interest and Payment Terms below) shall be payable as follows:
 Payable on demand, or on _____ if demand is not sooner made (the time of payment is herein referred to as "Maturity").
 Payable in one single payment on December 15, 19 95 (herein referred to as "Maturity").
 Payable in _____ equal consecutive _____ payments of \$ _____
each, commencing on _____, 19 _____ and on the same day of each such calendar period thereafter and one final payment of the entire balance due on _____, 19 _____ (herein referred to as "Maturity").
 Other _____

INTEREST PAYMENT TERMS (One of the following must be selected. Payment terms not checked are deleted.) Interest shall be payable as follows:
 Payable monthly beginning July 1, 19 94, and consecutively on the PAID calendar day of each such calendar period thereafter.
 The payment amount selected above under "PRINCIPAL PAYMENT TERMS" includes interest.

AND SATISFIED
FEB 16 1998
CENTURA BANK
BY: [Signature]
VICE PRESIDENT

PREPAYMENT (One of the following must be selected. Prepayment terms not checked are deleted. Amortized term selected if no term checked.)
 This Note may be prepaid in whole or in part at any time without any fee.
 This Note may be prepaid in whole or in part at any time only on payment of the following fee: _____

LOAN AGREEMENT AND SECURITY (One or more of the following must be selected. Loan Agreement and security terms appearing here to be checked are deleted.)
 The Bank and undersigned have entered into a Loan Agreement (and _____).
 UNSECURED. This Note is unsecured except as provided in the Loan Agreement, if any, and in paragraphs 1 and 2 below.
 SECURED. This Note is secured by collateral described in the following security instrument(s): Assignment of Life Insurance dated _____
 Deed of Trust dated 06/15/94 covering approximately 43 acres constituting St. Andrews Subdivision, Phase 2, Wake Forest, Wake County, NC.
 Security Agreement dated _____ covering _____
 Security Agreement dated _____ covering _____
 Other _____

1) All maturity of this Note, or upon default, Bank is authorized and empowered to apply to the payment hereof, any and all money deposited in Bank in the name of or to the credit of said party, without advance notice, and is authorized to offset any obligation of Bank to any party to the payment hereof.
2) Collateral securing other loans of such party with Bank may also secure this loan and this loan may also be supported by separate Guaranty Agreement(s).

ADDITIONAL TERMS: THIS NOTE IS SUBJECT TO THE ADDITIONAL TERMS AND PROVISIONS CONTAINED ON THE REVERSE SIDE, WHICH ARE EXPRESSLY MADE A PART OF THIS NOTE BY REFERENCE.

IN WITNESS WHEREOF, this Note is executed (i) if by individuals, by persons signing their hands under seal and by adoption of the word "SEAL" appearing next to the individual's name, (ii) if by a corporation, by the duly authorized official(s) of the corporation on its behalf under seal and by adoption of the word "SEAL" appearing next to the name of the president, secretary or other officer of the corporation, or (iii) if by a partnership, by the duly authorized partner(s) of the partnership on its behalf under seal and by adoption of the word "SEAL" appearing next to the name of the partnership, and (iv) if by a trust, by the duly authorized trustee(s) of the trust on its behalf under seal and by adoption of the word "SEAL" appearing next to the name of the trustee(s).

(INDIVIDUAL) _____ (SEAL) CUSTOMER NUMBER _____ Saint Andrews Land Group, LLC (SEAL) 1602A10
(INDIVIDUAL) _____ (SEAL) CUSTOMER NUMBER _____ L.L.C. (TITLE) _____
(INDIVIDUAL) _____ (SEAL) CUSTOMER NUMBER _____ James M. Adams, Jr. (SEAL) (TITLE) _____
(INDIVIDUAL) _____ (SEAL) CUSTOMER NUMBER _____ Manager (TITLE) _____
Attest: _____
Seal: _____

ADDITIONAL TERMS AND PROVISIONS OF NOTE

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DEFAULT

Any of the following shall constitute an event of default: (1) the failure to make when due any payment described herein, whether of principal, interest, or otherwise; (2) the failure of any party hereto to perform any of the terms and conditions written into the Loan Agreement or security instrument(s) securing this Note or any guaranty agreement or security instrument(s) securing such guaranty agreement which apply to this Note; (3) the death, devolution, merger, consolidation or termination of voting shares in such party, or if any party is a corporation with thirty-five (35) or fewer shareholders, the aggregate (transfers) of voting shares in such party whereby persons or entities not existing on the date hereof, singly or in the aggregate, 50% or more of the voting shares of such party, become the owner(s), singly or in the aggregate, of 50% or more of such voting shares, or if such party is a limited or general partnership, any change in general partnership interest(s) in such party; (4) the application for the appointment of a receiver for any party or the filing of a petition under any provisions of the Bankruptcy Code or Act by or against any party or any assignment for the benefit of creditors by or against any party; (5) the failure of any party to furnish from time to time, at Bank's request, financial information with respect to such party; (6) a determination by Bank that it deems itself insecure or that an adverse change in the financial condition of any party has occurred since the date hereof; (7) the failure of any party to perform any other obligation to Bank; (8) the termination of any guaranty agreement which applies to this Note.

LATE CHARGES, EXPENSES AND ACCELERATION

Each party agrees to pay any late charges permitted by applicable law that Bank may, in its discretion, charge for late payments. If this Note is not paid in full whenever it becomes due and payable, each party agrees to pay all costs and expenses of collection, including a reasonable attorney's fee in the amount of fifteen (15) percent of the then outstanding balance. Upon the occurrence of an event of default, the entire unpaid balance of this Note shall, at the option of Bank, become immediately due and payable, without notice or demand. Failure to exercise the option to accelerate shall not constitute a waiver of the right to exercise same in the event of any subsequent default.

INTEREST

Upon the nonpayment of any payment of interest described herein, the Bank, at its option and without accelerating this Note, may accrue interest on such unpaid interest at the rate(s) applicable hereunder from time to time until maturity of this Note. After maturity of this Note, whether by acceleration or otherwise, interest will accrue on the unpaid principal of this Note and any accrued but unpaid interest at the contract rate provided for herein until this Note is paid in full. After entry of judgment, interest shall accrue at the contract rate provided for herein, provided however, if the loan evidenced by this Note was extended for personal, family, household or agricultural purposes, interest shall be at the legal rate in effect from time to time not to exceed the contract rate. The purpose of the loan represented by Borrower to Bank on the application for this loan shall control the interest rate charged after judgment.

THIS IS A VARIABLE RATE NOTE, unless denoted as a fixed rate note. Any change in the contract rate of interest will equal the change in the variable rate index to which the contract rate is tied, but will not exceed the maximum contract rate permitted by applicable law, or the maximum rate specified on the front of this Note, if any, whichever is lower.

The "Centura Index Rate" is one of the Bank's variable rate base indices for credit extensions and is set by Bank at its discretion based on the Bank's cost of funds and on the Bank's perception of market interest rate levels, trends and general economic conditions. It is not tied to any specific index or published by any third party and is not represented by Bank to be the lowest rate at which Bank extends credit.

The "Centura Prime Rate" is one of the Bank's variable rate base indices for credit extensions and is set by Bank at its discretion based on the Bank's perception of market interest rate levels, trends and general economic conditions. It is not tied to any specific index published by any third party and is not represented by Bank to be the lowest rate at which Bank extends credit.

WAIVER

Each party waives presentment, demand, protest and notice of dishonor, waives any rights which they may have to require Bank to proceed against any other person or property, agrees that without notice to any party and without affecting any party's liability, Bank, at any time or times, may grant extensions of the time for payments or other indulgences to any party or permit the renewal, amendment or modification of this Note, the Loan Agreement or security instrument(s), or permit the substitution, exchange or release of any security for this Note and may add or release any party primarily or secondarily liable, and agrees that Bank may apply all moneys made available to it from any part of the proceeds from the disposition of any security for this Note either to this Note or to any other obligation of any of the parties to Bank, as Bank may elect from time to time.

PARTIES

Each signatory of this Note is herein sometimes referred to as "Party" or collectively as "Parties" and each agrees to be liable hereunder jointly and severally. This Note shall apply to and bind each party's heirs, personal representatives, successors and assigns. All references in this Note to Bank shall include the holder hereof and this Note shall inure to the benefit of any holder, its successors and assigns. Each party acknowledges that Customer Numbers may be added to this Note at the places indicated after execution of this Note by the parties and that the information under the heading "BANK USE ONLY" may also be completed by Bank after execution of this Note by the parties. Each party agrees to Bank inserting Customer Numbers and the information under the heading "BANK USE ONLY" after execution of this Note by the party and that the insertion of such information shall not affect the validity of this Note or the liability of each party hereunder. In addition, in the event the date of the Note is omitted from the upper right corner on the obverse side hereof, each party consents that the Bank may insert the date for administrative purposes of identifying the Note and that this consent is without prejudice to any party's right to dispute the accuracy of the date so inserted. However, such insertion shall not affect the validity of this Note or the liability of each party hereunder.

PARTIES' DUE DILIGENCE

All parties hereto acknowledge and represent that they have relied upon their own due diligence in making their own independent evaluations of the purposes for which the proceeds of this Note will be used and the business affairs and financial condition of all parties hereto, and they will continue to be responsible for making their own appraisals of such matters. The parties hereto have not relied upon and will not hereafter rely upon Bank for such information for such appraisal or other assessment or review and, further, will not rely upon any such information which may now or hereafter be prepared by Bank for any appraisals regarding the purposes for which the proceeds of this Note will be used or the parties hereto.

CREDIT INVESTIGATION

The Bank is authorized to investigate from time to time the credit of each party and to answer questions relating to the Bank's credit experience with each party.

MASTER NOTE

If this Note is designated on its face as a MASTER NOTE, then this Note evidences a revolving line of credit under the Loan Agreement or security instrument(s) and each party shall be liable for only so much of the principal amount as shall be equal to the total of the amounts advanced to or for each party by the Bank from time to time less all payments made by or for each party and applied by the Bank to principal, and for interest on each such advance, all as shown on Bank's books and records which shall be prima facie evidence of the amount owed.

BANK USE ONLY (THIS SECTION IS NOT A PART OF THIS NOTE)

City # 021 Branch # 013 Office 563 TW
 Comp. Call Code 0190 Purpose Code 033
 Loan Grade 2 CRA Code E SIC Code _____
* Loans secured by real estate should have a Real Estate Comp. Call Code.
 Tied to Line Yes No Revolving Note Yes No
 Tax Free Yes No SBA Guaranteed Yes No
 Participation Purchased Yes No Correspondent # _____
 Amount Advanced \$ _____ Effective Date _____

For Real Estate Loans Only

Collateral Location Code COL
 Collateral Type Code 2P
 Conforming/Nonconforming C
(mark either C or N)

Value \$ 1,435,700
 # 01 Prev 100

385
 SEP 02 '94
 LO-09

GUARANTEED BY:

Name	Customer #	Rate	Prev
Emil Peter Campbell	1601326	DC	100
James M. Adams, Sr.	1601275	DC	100
Gayle W. Adams	1601298	DC	100
Charles L. Grant	1601350	DC	100

BK7067PG0302

PRESENTED
FOR

Prepared by and mail after recording to: Malcolm E. Harris, Attorney at Law, P.O. Box 1100,
Wake Forest, NC 27588-1100

000008

96 JUL 11 AM 9:27

NORTH CAROLINA
WAKE COUNTY

KENNETH C. THOMAS
REGISTER OF DEEDS
AMENDMENT TO PROTECTIVE
COVENANTS FOR ST. ANDREWS
PLANTATION

THIS AMENDMENT TO DECLARATION, made this 9th day of July, 1996, by Saint
Andrews Land Group, LLC, a North Carolina Limited Liability Company ("Declarant");

WITNESSETH:

THAT WHEREAS, Declarant is the developer of that subdivision known as St. Andrews
Plantation in Wake County, North Carolina, and has subjected St. Andrews Plantation to
Protective Covenants recorded in Book 6487, Page 563, Wake County Registry ("Master
Declaration") and to Amendment to Protective Covenants St. Andrews Plantation recorded in
Book 6737, Page 43, Wake County Registry ("Amended Declaration").

THAT WHEREAS, the Master Declaration provides in Article I thereof that "[t]he
Declarant may, from time to time, subject additional property to the Protective Covenants and
restrictions herein set forth by appropriate reference hereto".

THAT WHEREAS, Declarant desires to subject the hereinafter described property to the
Master Declaration and the Amended Declaration.

NOW THEREFORE, the Declarant hereby declares that all of Lots 6 through 36,
inclusive as shown on that map, dated 6/28/96, entitled "Final Plat St. Andrews Plantation,
Section D", prepared by Bass, Nixon & Kennedy, Inc., Consulting Engineers, and recorded in
Book of Maps 1996, Page 1010, Wake County Registry, North Carolina, is and shall be held,
transferred, sold and conveyed subject to the Master Declaration recorded in Book 6487, page
563, Wake County Registry and to the Amended Declaration recorded in Book 6737, Page 43,
Wake County Registry.

BK7067PG0303

IN TESTIMONY WHEREOF, Saint Andrews Land Group, LLC, has caused this instrument to be executed in its name by its Managing Member, the date first above written.

SAINT ANDREWS LAND GROUP, LLC, a North Carolina Limited Liability Company

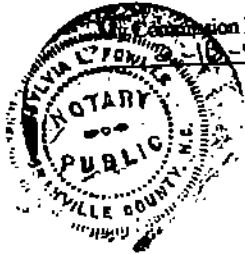
By: James M. Adams, Sr.
James M. Adams, Sr., Managing Member

NORTH CAROLINA

COUNTY OF Granville

I, a Notary Public of the County and State aforesaid, do hereby certify that James M. Adams, Sr., Managing Member of Saint Andrews Land Group, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal or stamp, this 9 day of July, 1996.

Sylvia L. Fowler
Notary Public



NORTH CAROLINA — WAKE COUNTY
The foregoing certificate of Sylvia L. Fowler

Notary (and) Public is
(are) certified to be correct. This instrument and this certificate are duly registered at the date and time
and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By: Kenneth C. Wilkins
Assistant Register of Deeds

Had for: Perry, Patrick et al

BK7072PG0595

000224
NORTH CAROLINA
WAKE COUNTY

PRESENTED
FOR
REGISTRATION
96 JUL 16 AM 11:17

AMENDMENT TO
PROTECTIVE COVENANTS
ST. ANDREWS PLANTATION

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

THIS AMENDMENT TO PROTECTIVE COVENANTS is made this 15th day of July, 1996, by Saint Andrews Land Group, L.L.C., a North Carolina Limited Liability Company ("Declarant").

W I T N E S S E T H:

Whereas, Declarant is the developer of that subdivision known as St. Andrews Plantation located in Wake County, North Carolina;

Whereas, Declarant has subjected certain property located in St. Andrews Plantation, to Protective Covenants recorded in Book 6487, Page 563, Wake County Registry ("Master Declaration"), which Master Declaration has been amended by Amendments recorded in Book 6655, Page 942, Book 6736, Page 155, Book 6737, Page 43 and Book 6747, Page 179, and any other Amendments of record thereto, recorded in the Wake County Registry;

Whereas, the Master Declaration, as amended, provides in Article XVII thereof that "[t]hese restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or parcel thereof by written document executed by the Declarant so long as Declarant shall own one or more lots";

Whereas, Declarant is the owner of more than one lot in Saint Andrews Plantation;

Now, Therefore, Declarant hereby alters, modifies, changes and amends the Master Declaration, as previously amended, by deleting Article VI thereof and substituting the following as Article VI of the Master Declaration:

Article VI

No dwelling shall be erected on any lot nearer to the front lot line than 45 feet, nor nearer to a side lot line than 10 feet, provided, however, on corner lots the dwelling may face either street and may be located no nearer than 30 feet to one street if the same is at least 45 feet from the other street. Declarant reserves the right to waive violations of these setback requirements which are not in excess of 10% of the requirements stated above.

Except as it is hereby altered, modified, changed and amended, the remaining terms, conditions and provisions of the Master Declaration, as previously amended, shall remain in full force and effect.

BK7072PG0596

IN TESTIMONY WHEREOF, Declarant has caused this instrument to be executed in its name, under seal, by its Managing Member.

SAINT ANDREWS LAND GROUP, L.L.C.,
a North Carolina Limited Liability Company

By: James M. Adams, Sr. (Seal)
James M. Adams, Sr.
Managing Member

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Sylvia L. Fowler, a Notary Public of the county and state aforesaid, do hereby certify that James M. Adams, Sr., Managing Member of Saint Andrews Land Group, L.L.C., a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal or stamp, this 15 day of July, 1996.

Sylvia L. Fowler
Notary Public



Commission Expires: 2-16-99

(Notary Seal)

The foregoing certificate(s) of Sylvia L. Fowler Notar(y) (ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Kenneth C. Wilkins, Register of Deeds

By: P. Anne Redd
Asst/Deputy Register of Deeds

BK 747960091

PRESENTED
FOR
REGISTRATION

Prepared by and hold for:
William H. Weatherspoon, Jr.
BROWN & BUNCH

000421

97 MAY 27 PM 4:07

LAURA M. RIDDICK
REGISTER OF DEEDS
WAKE COUNTY

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AMENDMENT TO PROTECTIVE COVENANTS FOR
ST. ANDREWS PLANTATION

THIS AMENDMENT TO PROTECTIVE COVENANTS FOR ST. ANDREWS PLANTATION ("Amendment") is made on this 27th day of May, 1997 by Saint Andrews Land Group, L.L.C., a North Carolina limited liability company ("Declarant").

WITNESSETH THAT:

WHEREAS, Declarant is the developer of that subdivision known as St. Andrews Plantation, located in Wake County, North Carolina (the "Subdivision");

WHEREAS, Declarant has subjected certain lots within the Subdivision to various conditions, covenants and restrictions pursuant to those certain Protective Covenants recorded in Book 6487, Page 553, Wake County Registry, as amended from time to time (collectively the "Declaration"); and

WHEREAS, Lot 37, St. Andrews Plantation, Section B, as shown on Book of Maps 1995, Page 1307, Wake County Registry, is subject to the conditions, covenants and restrictions set forth in the Declaration; and

WHEREAS, pursuant to the provisions of Article XVII of the Declaration, "[t]hese restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant so long as Declarant shall own one or more lots"; and

WHEREAS, Declarant is the owner of record of more than one lot within the Subdivision; and

WHEREAS, Declarant desires to modify the Declaration for the purposes of changing the minimum setback requirements set forth therein with respect to one (1) lot within the Subdivision;

NOW, THEREFORE, in consideration of the premises, Declarant hereby modifies Article VI of the Declaration to provide that a dwelling located on a corner lot may face either street and may be located no nearer than 25 feet to one street if the same is at

BK747960092

least 44 feet from the other street; provided, however, such modification shall only be applicable to Lot 37, St. Andrews Plantation, Section B, as shown on Book of Maps 1995, Page 1307, Wake County Registry.

Except as hereby modified, the remaining conditions, covenants and restrictions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed in its name, under seal, by its Managing Member, as of the day and year first above written.

Saint Andrews Land Group, L.L.C., a North Carolina limited liability company

By James M. Adams, Sr. (SEAL)
James M. Adams, Sr., Managing Member

State of North Carolina
County of Rowan

I, Sylvia L. Fowler, a Notary Public of the County and State aforesaid, do hereby certify that James M. Adams, Sr., Managing Member of Saint Andrews Land Group, L.L.C., a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 27 day of May, 1997.

Sylvia L. Fowler
Notary Public



Commission expires 2-16-99

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Sylvia L. Fowler

Notary (ies) Public

is (are) certified to be correct. This instrument and this certificate are duly registered in the date and time and in the book and page shown on the first page hereof.

LAURA M. REDDICK, Register of Deeds

By P. Anne Reed
Asst./Deputy Register of Deeds

3K7808PG0509

PRESENTED
FOR
REGISTRATION

97DEC18 PM12:11

LAND
REGISTER
WAKE COUNTY

Prepared by and hold for: **000318**
William H. Weatherspoon, Jr.
BROWN & BUNCH

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AMENDMENT TO PROTECTIVE COVENANTS FOR
ST. ANDREWS PLANTATION

THIS AMENDMENT TO PROTECTIVE COVENANTS FOR ST. ANDREWS PLANTATION ("Amendment") is made on this 17th day of December, 1997 by Saint Andrews Land Group, L.L.C., a North Carolina limited liability company ("Declarant").

WITNESSETH THAT:

WHEREAS, Declarant is the developer of that subdivision known as St. Andrews Plantation, located in Wake County, North Carolina (the "Subdivision");

WHEREAS, Declarant has subjected certain lots within the Subdivision to various conditions, covenants and restrictions pursuant to those certain Protective Covenants recorded in Book 6487, Page 563, Wake County Registry, as amended from time to time (collectively the "Declaration"); and

WHEREAS, Lot 44, St. Andrews Plantation, Section B, as shown in Book of Maps 1995, Page 1307, Wake County Registry, is subject to the conditions, covenants and restrictions set forth in the Declaration; and

WHEREAS, pursuant to the provisions of Article XVII of the Declaration, "[t]hese restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant so long as Declarant shall own one or more lots"; and

WHEREAS, Declarant is the owner of record of more than one lot within the Subdivision; and

WHEREAS, Declarant desires to modify the Declaration for the purposes of changing the minimum setback requirements set forth therein with respect to one (1) lot within the Subdivision;

10.00

BK7808PG0510

NOW, THEREFORE, in consideration of the premises, Declarant hereby modifies Article VI of the Declaration to provide that no dwelling shall be erected on any lot nearer to the front lot line than 30 feet; provided, however, such modification shall only be applicable to Lot 44, St. Andrews Plantation, Section B, as shown in Book of Maps 1995, Page 1307, Wake County Registry.

Except as hereby modified, the remaining conditions, covenants and restrictions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed in its name, under seal, by its Managing Member, as of the day and year first above written.

Saint Andrews Land Group, L.L.C., a North Carolina limited liability company
By: James M. Adams, Sr. (SRAL)
James M. Adams, Sr., Managing Member

State of North Carolina
County of Wake

I, William H. Weatherspoon, Jr., a Notary Public of the County and State aforesaid, do hereby certify that James M. Adams, Sr., Managing Member of Saint Andrews Land Group, L.L.C., a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

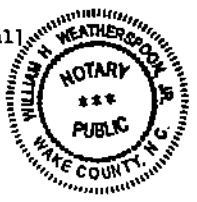
Witness my hand and official stamp or seal, this 17th day of December, 1997.

William H. Weatherspoon, Jr.
Notary Public

My commission expires: 1-28-2001

(notary seal)

who/assndk, zar



NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of _____
William H. Weatherspoon, Jr.
Notary Public

is (are) certified to be correct. This instrument and this certificate are duly registered as the date and time and in the book and page shown on the first page hereof.

By: Laura M. Fiddick
Laura M. Fiddick, Registrar of Deeds

3K7819PG0934

PRESENTED
FOR
REGISTRATION

97 DEC 23 PM 1:06

REGISTERED
WAKE COUNTY

Prepared by and hold for:
William H. Weatherspoon 000695
BROWN & BUNCH

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AMENDMENT TO PROTECTIVE COVENANTS FOR
ST. ANDREWS PLANTATION

THIS AMENDMENT TO PROTECTIVE COVENANTS FOR ST. ANDREWS PLANTATION ("Amendment") is made on this 23rd day of December, 1997 by Saint Andrews Land Group, L.L.C., a North Carolina limited liability company ("Declarant").

WITNESSETH THAT:

WHEREAS, Declarant is the developer of that subdivision known as St. Andrews Plantation, located in Wake County, North Carolina (the "Subdivision");

WHEREAS, Declarant has subjected certain lots within the Subdivision to various conditions, covenants and restrictions pursuant to those certain Protective Covenants recorded in Book 6487, Page 563, Wake County Registry, as amended from time to time (collectively the "Declaration"); and

WHEREAS, Lot 45, St. Andrews Plantation, Section B, as shown in Book of Maps 1995, Page 1307, Wake County Registry, is subject to the conditions, covenants and restrictions set forth in the Declaration; and

WHEREAS, pursuant to the provisions of Article XVII of the Declaration, "[t]hese restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant so long as Declarant shall own one or more lots"; and

WHEREAS, Declarant is the owner of record of more than one lot within the Subdivision; and

WHEREAS, Declarant desires to modify the Declaration for the purposes of changing the minimum setback requirements set forth therein with respect to one (1) lot within the Subdivision;

10.00

JK7819PG0935

NOW, THEREFORE, in consideration of the premises, Declarant hereby modifies Article VI of the Declaration to provide that no dwelling shall be erected on any lot nearer to the front lot line than 30 feet; provided, however, such modification shall only be applicable to Lot 45, St. Andrews Plantation, Section B, as shown in Book of Maps 1995, Page 1307, Wake County Registry.

Except as hereby modified, the remaining conditions, covenants and restrictions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed in its name, under seal, by its Managing Member, as of the day and year first above written.

Saint Andrews Land Group, L.L.C., a North Carolina limited liability company

By: James M. Adams, Sr. (SEAL)
James M. Adams, Sr., Managing Member

State of North Carolina
County of Wake

I, William H. Weatherspoon, Jr., a Notary Public of the County and State aforesaid, do hereby certify that James M. Adams, Sr., Managing Member of Saint Andrews Land Group, L.L.C., a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

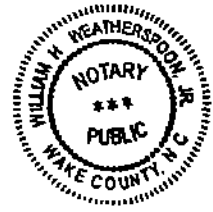
Witness my hand and official stamp or seal, this 23rd day of December, 1997.

William H. Weatherspoon, Jr.
Notary Public

My commission expires: 1-28-2001

[notary seal]

whw (asend2).zxc



NORTH CAROLINA -- WAKE COUNTY

The foregoing certificate of _____ of _____

William H. Weatherspoon, Jr.
Notary (res) Public

is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

LAURA M. RIDGECR, Register of Deeds

By: Laura M. Ridgock
Asst/Deputy Register of Deeds

04-23-08 13:44 09106788062 BROWN & BUNCH 002-003

BK 8035PG0234

PRESENTED
FOR
REGISTRATION

Prepared by and hold for: **00057**
William R. Weatherspoon, Jr.
BROWN & BUNCH

90 APR 27 AM 10:04
LAURA L. HEDDER
REGISTER OF DEEDS
WAKE COUNTY

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AMENDMENT TO PROTECTIVE COVENANTS FOR
ST. ANDREWS PLANTATION

THIS AMENDMENT TO PROTECTIVE COVENANTS FOR ST. ANDREWS PLANTATION ("Amendment") is made on this 23rd day of April, 1998 by Saint Andrews Land Group, L.L.C., a North Carolina limited liability company ("Declarant").

WITNESSETH THAT:

WHEREAS, Declarant is the developer of that subdivision known as St. Andrews Plantation, located in Wake County, North Carolina (the "Subdivision");

WHEREAS, Declarant has subjected certain lots within the Subdivision to various conditions, covenants and restrictions pursuant to those certain Protective Covenants recorded in Book 6487, Page 563, Wake County Registry, as amended from time to time (collectively the "Declaration"); and

WHEREAS, Lot 53, St. Andrews Plantation, Section A, as shown in Book of Maps 1995, Page 517, Wake County Registry, is subject to the conditions, covenants and restrictions set forth in the Declaration; and

WHEREAS, pursuant to the provisions of Article XVII of the Declaration, "[t]hese restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant so long as Declarant shall own one or more lots"; and

WHEREAS, Declarant is the owner of record of one or more lots within the Subdivision; and

WHEREAS, Declarant desires to modify the Declaration for the purposes of changing the minimum setback requirements set forth therein with respect to one (1) lot within the Subdivision;

10

BK 8035PG0235

NOW, THEREFORE, in consideration of the premises, Declarant hereby modifies Article VI of the Declaration to provide that no dwelling shall be erected on any lot nearer to the front lot line than 30 feet; provided, however, such modification shall only be applicable to Lot 53, St. Andrews Plantation, Section A, as shown in Book of Maps 1995, Page 517, Wake County Registry.

Except as hereby modified, the remaining conditions, covenants and restrictions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed in its name, under seal, by its Managing Member, as of the day and year first above written.

Saint Andrews Land Group, L.L.C., a North Carolina limited liability company

By: James M. Adams, Sr. (SEAL)
James M. Adams, Sr., Managing Member

State of North Carolina
County of Wakeville

I, Sylvia L. Fowler, a Notary Public of the County and State aforesaid, do hereby certify that James M. Adams, Sr., Managing Member of Saint Andrews Land Group, L.L.C., a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 23 day of April, 1998.

Sylvia L. Fowler
Notary Public



on expires: 2-16-99

or stamp)

NORTH CAROLINA—WAKE COUNTY

The foregoing certificate of _____ of _____

Sylvia L. Fowler
Notary Public

is (are) certified to be correct. This instrument and this certificate are duly registered at the date and hour and in the book and page shown on the first page hereof.

LAURA M. RUDOLPH, Register of Deeds

By: Laura M. Rudolph
Deputy Register of Deeds

08/18/98 11:16 0198788082

BROWN & BUNCH

002.003

BK 8086 PG 0080

PRESENTED
FOR
REGISTRATION

Prepared by and hold for **000696**
William H. Weatherspoon, Jr.
BROWN & BUNCH

98 JUN 19 PM 3:52

LAURA H. RIBBICK
REGISTER OF DEEDS
WAKE COUNTY

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AMENDMENT TO PROTECTIVE COVENANTS FOR
ST. ANDREWS PLANTATION

THIS AMENDMENT TO PROTECTIVE COVENANTS FOR ST. ANDREWS PLANTATION ("Amendment") is made on this 18 day of June, 1998 by Saint Andrews Land Group, L.L.C., a North Carolina limited liability company ("Declarant").

WITNESSETH THAT:

WHEREAS, Declarant is the developer of that subdivision known as St. Andrews Plantation, located in Wake County, North Carolina (the "Subdivision");

WHEREAS, Declarant has subjected certain lots within the Subdivision to various conditions, covenants and restrictions pursuant to those certain Protective Covenants recorded in Book 6487, Page 563, Wake County Registry, as amended from time to time (collectively the "Declaration"); and

WHEREAS, Lot 15, St. Andrews Plantation, Section D, as shown in Book of Maps 1996, Page 1010, Wake County Registry, is subject to the conditions, covenants and restrictions set forth in the Declaration; and

WHEREAS, pursuant to the provisions of Article XVII of the Declaration, "[t]hese restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant so long as Declarant shall own one or more lots"; and

WHEREAS, Declarant is the owner of record of one or more lots within the Subdivision; and

WHEREAS, Declarant desires to modify the Declaration for the purposes of changing the minimum setback requirements set forth therein with respect to one (1) lot within the Subdivision;

10- 1

06/10/98 14:17 0198788002

BROWN & BUNCE

003.003

RK8086PG0081

NOW, THEREFORE, in consideration of the premises, Declarant hereby modifies Article VI of the Declaration to provide that no dwelling shall be erected on any lot nearer to the front lot line than 35 feet; provided, however, such modification shall only be applicable to Lot 15, St. Andrews Plantation, Section D, as shown in Book of Maps 1996, Page 1010, Wake County Registry.

Except as hereby modified, the remaining conditions, covenants and restrictions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed in its name, under seal, by its Managing Member, as of the day and year first above written.

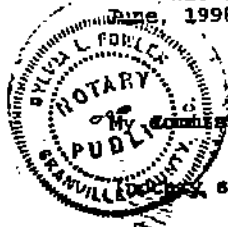
Saint Andrews Land Group, L.L.C., a North Carolina limited liability company

By: James M. Adams (SEAL)
James M. Adams, Sr., Managing Member

State of North Carolina
County of Granville

I, Sylvia L. Fowler, a Notary Public of the County and State aforesaid, do hereby certify that James M. Adams, Sr., Managing Member of Saint Andrews Land Group, L.L.C., a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 18 day of June, 1998.



Sylvia L. Fowler
Notary Public

My commission expires: 2-16-99

[Seal or stamp]

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Sylvia L. Fowler
Notary (and) Public

is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

By: Elizabeth E. Inger
LAURA M. REDDICK, Register of Deeds
Asst. Deputy Register of Deeds

BK 8128PG2654

PRESENTED
FOR
REGISTRATION

Prepared by and hold for Malcolm E. Harris, Attorney at Law, Box 78

000580

98 AUG 20 PM 4:29

NORTH CAROLINA
WAKE COUNTY

AMENDMENT TO PROTECTIVE
COVENANTS FOR ST. ANDREWS
PLANTATION

LAUREN MEDICK
REGISTER OF DEEDS
WAKE COUNTY

THIS AMENDMENT TO DECLARATION, made this 19th day of August, 1998, by Saint Andrews Land Group, LLC, a North Carolina Limited Liability Company ("Declarant"):

WITNESSETH:

THAT WHEREAS, Declarant is the developer of that subdivision known as St. Andrews Plantation in Wake County, North Carolina, and has subjected St. Andrews Plantation to Protective Covenants recorded in Book 6487, Page 563, Wake County Registry ("Master Declaration") and to Amendment to Protective Covenants St. Andrews Plantation recorded in Book 6737, Page 43, Wake County Registry ("Amended Declaration").

THAT WHEREAS, the Master Declaration provided in Article I thereof that "[t]he Declarant may, from to time to time, subject additional property to the Protective Covenants and restrictions herein set forth by appropriate reference hereto".

THAT WHEREAS, Declarant desires to subject the hereinafter described property to the Master Declaration and the Amended Declaration.

NOW THEREFORE, the Declarant hereby declares that all of Lots 67 through 89, inclusive as shown on that map, dated 5-14-98, entitled "Final Plat St. Andrews Plantation, Phase IV", prepared by Bass, Nixon & Kennedy, Inc., Consulting Engineers, and recorded in Book of Maps 1998, Page 1215, Wake County Registry, North Carolina, is and shall be held, transferred, sold and conveyed subject to the Master Declaration recorded in Book 6487, Page 563, Wake County Registry and to the Amended Declaration recorded in Book 6737, Page 43, Wake County Registry.

10-

BK8128PG2655

IN TESTIMONY WHEREOF, Saint Andrews Land Group, LLC, a North Carolina Limited Liability Company, has caused this instrument to be executed in its name by its Managing Member, the date first above written.

SAINT ANDREWS LAND GROUP, LLC, a North Carolina Limited Liability Company

By: James M. Adams, Sr.
James M. Adams, Sr., Managing Member

NORTH CAROLINA
GRANVILLE COUNTY

I, a Notary Public of the County and State aforesaid, do hereby certify that James M. Adams, Sr., Managing Member of Saint Andrews Land Group, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company. Witness my hand and official seal on this 19th day of August, 1998.



Commission Expires:

[Signature]
Notary Public

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Sylvia L. Fowler

Notary (Yes) Public

is (are) certified to be correct. This instrument and this certificate are duly registered in the case and book and in the book and page shown on the first page hereof.

LAURA M. BIDDICK, Register of Deeds

By: [Signature]
Asst. Deputy Register of Deeds

HOLD: E. Richard Jones, Jr., Attorney at Law, Box 118, Wake County Registry

BK8156P60609

PRESENTED
FOR
REGISTRATION

Prepared by ~~and~~ **000396**
William H. Weatherspoon, Jr.
BROWN & BUNCH

98 SEP 30 AM 11:49

LAGRA: 11:49:11
REGISTER OF DEEDS
WAKE COUNTY

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AMENDMENT TO PROTECTIVE COVENANTS FOR
ST. ANDREWS PLANTATION

THIS AMENDMENT TO PROTECTIVE COVENANTS FOR ST. ANDREWS PLANTATION ("Amendment") is made on this 27th day of September, 1998 by Saint Andrews Land Group, L.L.C., a North Carolina limited liability company ("Declarant").

WITNESSETH THAT:

WHEREAS, Declarant is the developer of that subdivision known as St. Andrews Plantation, located in Wake County, North Carolina (the "Subdivision");

WHEREAS, Declarant has subjected certain lots within the Subdivision to various conditions, covenants and restrictions pursuant to those certain Protective Covenants recorded in Book 6487, Page 563, Wake County Registry, as amended from time to time (collectively the "Declaration"); and

WHEREAS, Lot 26, St. Andrews Plantation, Section D, as shown in Book of Maps 1996, Page 1010, Wake County Registry, is subject to the conditions, covenants and restrictions set forth in the Declaration; and

WHEREAS, pursuant to the provisions of Article XVII of the Declaration, "[t]hese restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant so long as Declarant shall own one or more lots"; and

WHEREAS, Declarant is the owner of record of one or more lots within the Subdivision; and

WHEREAS, Declarant desires to modify the Declaration for the purposes of changing the minimum setback requirements set forth therein with respect to one (1) lot within the Subdivision;

10.0

0815660610

NOW, THEREFORE, in consideration of the premises, Declarant hereby modifies Article VI of the Declaration to provide that no dwelling shall be erected on any lot nearer to the front lot line than 32 feet; provided, however, such modification shall only be applicable to Lot 26, St. Andrews Plantation, Section D, as shown in Book of Maps 1996, Page 1010, Wake County Registry.

Except as hereby modified, the remaining conditions, covenants and restrictions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed in its name, under seal, by its Managing Member, as of the day and year first above written.

Saint Andrews Land Group, L.L.C., a North Carolina limited liability company

By: James M. Adams, Sr. (SEAL)
James M. Adams, Sr., Managing Member

State of North Carolina
County of Granville

I, Sylvia L. Fowler, a Notary Public of the County and State aforesaid, do hereby certify that James M. Adams, Sr., Managing Member of Saint Andrews Land Group, L.L.C., a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 29 day of September, 1998.

Sylvia L. Fowler
Notary Public



My commission expires 2-16-99

(Notary seal or stamp)

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Sylvia L. Fowler

Notary (was) Public

is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the last page hereof.

LALITA M. FRODOCK, Register of Deeds
By: Lalita M. Frodock
Asst. Deputy Register of Deeds

BK8254PG1112

PRESENTED
FOR
REGISTRATION

Prepared by and hold for: 000559
William W. Weatherspoon, Jr.
BROWN & BUNCH

93 FEB 23 PM 12:00

Laura L. Hedrick
REGISTER OF DEEDS
WAKE COUNTY

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AMENDMENT TO PROTECTIVE COVENANTS FOR
ST. ANDREWS PLANTATION

THIS AMENDMENT TO PROTECTIVE COVENANTS FOR ST. ANDREWS PLANTATION ("Amendment") is made on this 5th day of August, 1998 by Saint Andrews Land Group, L.L.C., a North Carolina limited liability company ("Declarant").

WITNESSETH THAT:

WHEREAS, Declarant is the developer of that subdivision known as St. Andrews Plantation, located in Wake County, North Carolina (the "Subdivision");

WHEREAS, Declarant has subjected certain lots within the Subdivision to various conditions, covenants and restrictions pursuant to those certain Protective Covenants recorded in Book 6487, Page 563, Wake County Registry, as amended from time to time (collectively the "Declaration"); and

WHEREAS, Lot 14, St. Andrews Plantation, Section D, as shown in Book of Maps 1996, Page 1010, Wake County Registry, is subject to the conditions, covenants and restrictions set forth in the Declaration; and

WHEREAS, pursuant to the provisions of Article XVII of the Declaration, "[t]hese restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant so long as Declarant shall own one or more lots"; and

WHEREAS, Declarant is the owner of record of one or more lots within the Subdivision; and

WHEREAS, Declarant desires to modify the Declaration for the purposes of changing the minimum setback requirements set forth therein with respect to one (1) lot within the Subdivision;

10-

98-05-08 09:53

0188735062

BROWN & BLUNCE

004/004

08254PG11E

NOW, THEREFORE, in consideration of the premises, Declarant hereby modifies Article VI of the Declaration to provide that no dwelling shall be erected on any lot nearer to the front lot line than 39 feet; provided, however, such modification shall only be applicable to Lot 14, St. Andrews Plantation, Section D, as shown in Book of Maps 1996, Page 1010, Wake County Registry.

Except as hereby modified, the remaining conditions, covenants and restrictions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed in its name, under seal, by its Managing Member, as of the day and year first above written.

Saint Andrews Land Group, L.L.C., a North Carolina limited liability company
By: James M. Adams, Sr. (SEAL)
James M. Adams, Sr., Managing Member

State of North Carolina
County of Granville

I, Sylvia L. Fowler, a Notary Public of the County and State aforesaid, do hereby certify that James M. Adams, Sr., Managing Member of Saint Andrews Land Group, L.L.C., a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 5 day of August, 1998.



Sylvia L. Fowler
Notary Public

Commission expires 2-16-99
[Signature] Seal or stamp

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Sylvia L. Fowler

Notary (Name) Public

is (are) certified to be correct. This instrument and the certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

LALISA M. RIDDICK, Register of Deeds

By: Lalisa M. Riddick
Lalisa M. Riddick, Register of Deeds

BK6655PG0942

Prepared by and mail after recording to: Malcolm E. HARRIS, P.O.
Box 1100, Wake Forest, NC 27588-1100

REGISTERED

000329

95 AUG 31 PM 12:46

NORTH CAROLINA
WAKE COUNTY

AMENDMENT TO
PROTECTIVE COVENANTS
REGISTERED IN BOOKS
ST. ANDREWS PLANTATION
WAKE COUNTY

THIS AMENDMENT TO DECLARATION, made this 31 day of August, 1995, by Saint Andrews Land Group, LLC, a North Carolina Limited Liability Company ("Declarant");

WITNESSETH:

THAT WHEREAS, Declarant is the developer of that subdivision known as St. Andrews Plantation in Wake County, North Carolina, and has subjected Section A of St. Andrews Plantation to Protective Covenants recorded in Book 648, Page 563, Wake County Registry ("Master Declaration").

THAT WHEREAS, the Master Declaration provides in Article I thereof that "[t]he Declarant may, from time to time, subject additional property to the Protective Covenants and restrictions herein set forth by appropriate reference hereto."

THAT WHEREAS, Declarant desires to subject the hereinafter described property to the Master Declaration.

NOW THEREFORE, the Declarant hereby declares that all of Lots 5 and 37 through 46, inclusive as shown on that map, dated 4/4/95, entitled "St. Andrews Plantation, Section 'B'", prepared by Bass, Nixon & Kennedy, Inc., Consulting Engineers, and recorded in Book of Maps 1995, Page 1307, Wake County Registry, North Carolina, is and shall be held, transferred, sold and conveyed subject to the Master Declaration recorded in Book 648, Page 563, Wake County Registry, North Carolina.

IN TESTIMONY WHEREOF, Saint Andrews Land Group, LLC has caused this instrument to be executed in its name by its Managing Member, the date first above written.

SAINT ANDREWS LAND GROUP, LLC
a North Carolina Limited
Liability Company

By: James M. Adams, Sr.
James M. Adams, Sr.
Managing Member

BK665PG0943

NORTH CAROLINA
COUNTY OF Wauville

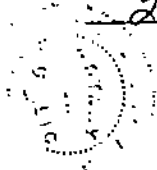
I, a Notary Public of the County and State aforesaid, do hereby certify that James M. Adams, Sr., Managing Member of Saint Andrews Land Group, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal or stamp, this 31 day of August, 1995.

My Commission Expires:

Shirley Fowler
Notary Public

2-16-99



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of

Shirley L. Fowler
Notary Public is

(was) certified to be correct. This instrument and the certificate are duly registered in the case and book and in the book and page shown on the first page hereof.

KENNETH C. WICKENS, Register of Deeds

Darlene Elliott
Sec./Deputy Register of Deeds