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NORTH CAROLINA

DUPLIN COUNTY

**ADDITIONAL DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS FOR PHASE I OF RED FOX RUN, RIVER LANDING**

THIS ADDITIONAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PHASE I OF RED FOX RUN, RIVER LANDING (the "Additional Declaration"), is made and entered into this 30 day of April, 1997, by **DUPLIN LAND DEVELOPMENT, INC.**, a North Carolina corporation (as further described below, "Declarant").

WITNESSETH:

Declarant is the owner and developer of that certain real property located in Duplin County, North Carolina, and more particularly described in Exhibit A to the Master Declaration (as defined below), which real property is being developed by Declarant as a residential community and private membership club facility to be known as River Landing (the "Project").

Article Two, Section 3, of the Master Declaration provides that Declarant may subject any portion of the Project to controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens not inconsistent with the Master Declaration, in addition to the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens set forth in the Master Declaration, by filing an Additional Declaration (as defined in the Master Declaration) in the Office of the Register of Deeds of Duplin County, North Carolina, containing a designation of the plat or plats showing the portion of the Project to which the Additional Declaration applies.

Declarant contemplates developing the Project in phases. In connection therewith, Declarant has provided for the preparation and recording of a plat of Lots 56 through 98, inclusive, of the portion of the Project known as Phase I of Red Fox Run ("Red Fox"), which plat is recorded in Map Book 15, Page 67 of the Duplin County Public Registry (the "Map"). Said lots as shown on the Map shall hereinafter be referred to as the "Property."

Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities as to the Property and for the maintenance of the Property and improvements thereon, and to this end desires to subject the Property to, in addition to the controls,

covenants, conditions, restrictions, easements, development guidelines, charges, and liens set forth in the Master Declaration, the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens hereinafter set forth and/or described.

NOW, THEREFORE, Declarant hereby subjects the Property to the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens hereinafter set forth and/or described and hereby declares that (subject to certain rights of amendment of Declarant, as hereinafter described) all of the Property shall be held, sold, conveyed and used subject to such controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and the Project. Subject to the above-described rights of Declarant, such controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property, or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof, their heirs, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. The following terms when used in this Additional Declaration or any amendment hereto (unless the context shall otherwise require or unless otherwise specified herein or therein) shall have the following meanings:

(a) "Additional Declaration" shall mean and refer to this Additional Declaration of Covenants, Conditions and Restrictions for Phase I of Red Fox Run, River Landing, as it may be amended from time to time as herein provided.

(b) "Architectural Standards Committee" shall have the meaning set forth in the Master Declaration.

(c) "Architectural and Landscape Guidelines" shall mean those architectural and landscape guidelines applicable to Red Fox issued and amended by the Architectural Standards Committee from time to time.

(d) "Declarant" shall mean and refer to Duplin Land Development, Inc., a North Carolina corporation, its successors and assigns.

(e) "Lot" shall mean and refer to any numbered tract of land which is a part of the Property as shown on the Map, and which shall be restricted for such uses as are consistent with this Additional Declaration and any other restrictions covering the area wherein the tract is located.

(f) "Map" shall mean and refer to the plat of Red Fox recorded in Map Book 15, Page 67, in the Duplin County Public Registry.

(g) "Master Association" shall mean and refer to River Landing Property Owners Association, Inc., a North Carolina non-profit corporation, its successors and assigns, which Master Association has been established and exists to govern the ownership and maintenance of the Project and the enforcement of the provisions of the Master Declaration, as more particularly described in the Master Declaration.

(h) "Master Board" shall mean and refer to the Board of Directors of the Master Association.

(i) "Master Declaration" shall mean and refer to the Covenants and Master Declaration executed by Declarant and recorded in Book 1163, Page 456, Duplin County Public Registry, as amended and restated in that Amendment to and Restatement of Covenants and Master Declaration executed by Declarant and recorded in Book 1195, Page 526, Duplin County Public Registry, as supplemented by that Supplementary Declaration of Covenants, Conditions and Restrictions Regarding Red Fox Run - Phase I and Candlewood - Phase II executed by Declarant and recorded in Book _____ Page _____ Duplin County Public Registry, as further amended and supplemented from time to time as provided therein. The Master Declaration imposes certain easements, conditions and restrictions on the Project, which includes the Property, and accordingly restricts the Property in addition to the covenants, conditions and restrictions contained in this Additional Declaration. Any capitalized terms not otherwise defined in this Additional Declaration shall have the meanings as given to them in the Master Declaration.

(j) "Occupant" shall have the meaning set forth in the Master Declaration as applicable to Lots only.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

(l) "Person" shall mean and refer to any individual, corporation, partnership, association, trust or other legal entity.

(m) "Project" shall mean and refer to the residential development and private membership recreational and social club facility known as River Landing, as said real property is more particularly described in the Master Declaration.

(n) "Property" shall mean and refer to Lots 56 through 98, inclusive, of Red Fox, as the same is shown on the Map.

(o) "Red Fox" shall mean and refer to Lots 56 through 98, inclusive, of the portion of the Project known as Phase I of Red Fox Run, as the same is shown on the Map.

ARTICLE II

PROPERTY

Section 1. Property Made Subject to this Additional Declaration. The Property is hereby made subject to this Additional Declaration and the Property shall be owned, used, held, leased, transferred, sold, mortgaged, and conveyed by Declarant and each Owner to any of the Property, whether or not such owner is an Owner, subject to this Additional Declaration and the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens set forth in this Additional Declaration.

Section 2. Remainder of Project Not Subject to this Additional Declaration. The remainder of the Project, namely excluding the Property, is not and shall not be subject to this Additional Declaration, and may be owned, used, held, leased, transferred, sold, mortgaged, and conveyed by Declarant and any Owner without regard to this Additional Declaration or the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens set forth herein.

Section 3. Changes to this Additional Declaration Requiring Declarant's Consent. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that, so long as Declarant owns any part of the Property, the prior written consent of Declarant shall be required for any parties to modify, change and/or amend, in whole or in part, the terms and provisions of this Additional Declaration or to impose new or additional covenants, conditions, restrictions or easements on any part of the Property.

Section 4. This Additional Declaration Is in Addition to the Master Declaration. The provisions of this Additional Declaration are in addition and subordinate to the provisions of the Master Declaration affecting the Property.

Section 5. Additional Property. Declarant shall have the right, at its election without the consent of any Owner or Owners, but with the prior approval of HUD/VA so long as there is a Class "C" Member of the Master Association, to bring within the coverage of this Additional Declaration any additional property within the Project. Such additions authorized hereby shall be made by filing of record in the Office of the Register of Deeds for Duplin County, North Carolina, Supplementary Declarations of Covenants, Conditions and Restrictions with respect to such additional property. Each such Supplementary Declaration shall extend the scheme of this Additional Declaration to such additional property. Such Supplementary Declarations may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Additional Declaration as may be necessary to reflect only the different character of the additional property and as are not inconsistent with the provisions of this Additional Declaration. Nothing contained in this Article II, Section 5, however, shall be construed to obligate Declarant to bring any additional property within the coverage of this Additional Declaration.

ARTICLE III

RESTRICTIONS

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for single-family, non-transient residential purposes; provided, however, that Declarant shall have the right to use designated Lots from time to time by Declarant for the purpose of construction and operation of construction offices and sales/marketing offices (and for related uses) for the Project and the Property. No trade, business or business activity of any kind shall be conducted upon a Lot or any part thereof except by Declarant as described hereinabove or except with the written approval of the Master Board. Provided, however, that the Master Board may permit a business or business activity to be conducted on a Lot so long as such business, in the sole discretion of the Master Board, does not otherwise violate the provisions of this Additional Declaration or the Master Declaration, does not create a disturbance and does not unduly increase traffic flow or parking congestion on the Property or in the Project. The Master Board may issue rules regarding permitted business activities. Leasing of a residence on a Lot shall not be considered a business or business activity.

Except those to be utilized by Declarant as described hereinabove, no structure shall be erected, placed, altered, used or permitted to remain on any Lot other than one detached single-family private dwelling with one private garage (excluding carports) for not less than two (2) vehicles, and together with, at Owner's option, a cabana which is approved in advance in writing by the Architectural Standards Committee pursuant to the Architectural and Landscape Guidelines. Each lease relating to any Lot or any improvements thereon (or any part of either thereof) must be for a term of at least six (6) months, must be in writing, and must provide that the tenant is obligated to observe and perform all of the terms and provisions hereof applicable to such Lot and/or improvements.

Section 2. Dwelling Size. The square footage requirements set forth below are for enclosed heated floor area and are exclusive of the areas in heated or unheated basements, vaulted ceiling areas and attics, unheated porches of any type, garages, unheated storage areas, decks, and patios.

Any dwelling erected upon any Lot shall contain not less than the following heated floor areas:

Minimum Total
Heated Area

1,800 square feet

Minimum Ground
Floor Heated Area

1,500 square feet

Notwithstanding the foregoing requirements, the Architectural Standards Committee shall have the right to grant a specific written variance from such minimum square footage requirements of up to ten percent (10%) because of restrictive topography, Lot dimensions, unusual site-related conditions or other reasons.

The footprint of any dwelling erected upon any Lot shall be compatible with the topography, dimensions, and conditions of the Lot, the character of Red Fox, any approved plans, and any conceptual site plans of the Architectural Standards Committee. The Architectural Standards Committee reserves the right to limit the maximum footprint of any such dwelling based on the size of the applicable Lot and aesthetic concerns.

Section 3. Swimming Pools, Hot Tubs, and Spas. No swimming pool, spa or hot tub shall be erected on any Lot if such swimming pool, spa or hot tub, as the case may be, has the capacity to contain water in excess of twenty-four inches (24") in depth unless the Owner of such Lot executes a private pool agreement to be provided by the Architectural Standards Committee. The highest elevation of any permitted swimming pool, spa, or hot tub located on a Lot shall not exceed a height of two (2) feet above the natural grade of the portion of the Lot adjacent thereto, unless the Architectural Standards Committee approves in advance in writing a greater such height based on the proposed landscaping and proposed terrace plans. Notwithstanding any contrary inference herein, above-ground swimming pools, spas, and hot tubs are prohibited. Any permitted swimming pool, spa or hot tub may not be erected on that portion of a Lot lying between the dwelling and the street or streets adjacent to such Lot. Any permitted swimming pool, spa or hot tub shall be enclosed by a safety barrier which complies with the standards of Appendix F of the North Carolina State Building Code, as same may be amended from time to time. Any enclosure of a permitted swimming pool, spa or hot tub shall be neutral in color, and the materials and color of such enclosure shall be approved in advance in writing by the Architectural Standards Committee based on the Architectural and Landscape Guidelines. The color of any cover of a permitted swimming pool, spa or hot tub shall be approved in advance in writing by the Architectural Standards Committee.

Section 4. Fences and Walls. No fence or wall shall be erected on any Lot unless the Architectural Standards Committee has given its prior written approval of the color, size, design, materials and location for such fence or wall based on the Architectural and Landscape Guidelines. In addition to the restrictions contained in the Master Declaration, no fence or wall (including rows, hedges, similar landscape barriers or densely planted hedges other than hedges planted within three (3) feet of the dwelling) shall be erected, placed, maintained or altered on any Lot nearer to the street fronting such Lot than the building corner of the main dwelling constructed on such Lot and shall not exceed six (6) feet in height. All fences and walls shall be maintained in a structurally sound and attractive manner.

Section 5. No Structures at Driveway Entrances. No structures including, without limitation, columns, walls or gates, may be located on a Lot at a driveway entrance.

Section 6. No Tennis Courts. No tennis court shall be erected on any Lot.

Section 7. Animals. In addition to the restrictions contained in the Master Declaration, no animals, livestock or poultry shall be raised, bred or kept on any portion of the Property except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance (in the judgment of the Master Board) such as, but without limitation,

by noise, odor, damage or destruction of property or refuse. The number of household pets of an Owner kept or maintained outside the house on said Owner's Lot shall not exceed three (3) in number except for newborn offspring of such household pets which are all under nine (9) months in age. Dogs of an Owner shall at all times whenever they are outside be on a leash or otherwise confined in a manner acceptable to the Master Board. Animal control authorities shall be permitted to enter the Property to patrol and remove pets and wild animals. All Owners' pets kept on the Lots shall be registered, licensed and inoculated as required by law. No fenced dog enclosure or other structure for pets may be constructed or maintained on any Lot unless the same has been approved in writing in advance by the Architectural Standards Committee.

Section 8. Containers, Tanks, Compressors, Etc. In addition to the restrictions contained in the Master Declaration, all garbage containers, air conditioning compressors, heat pumps, water softeners, oil and gas tanks, pool pump equipment, and other similar equipment shall be located underground or within a dwelling, garage or approved cabana to the extent reasonably possible as determined in the reasonable discretion of the Architectural Standards Committee. To the extent such equipment may not be reasonably located underground or within such structures as determined in the reasonable discretion of the Architectural Standards Committee, such equipment shall be located in either the rear portion of the Lot or the side portion of the Lot subject to the Setback Areas (as defined below), and shall be screened or walled from streets and adjoining property in accordance with the Architectural and Landscape Guidelines.

Section 9. No Clothes Lines. In addition to the restrictions contained in the Master Declaration, no clothes lines of any description or type, and no outside drying or hanging of clothes, rugs, towels, blankets, or other similar items shall be allowed on any Lot.

Section 10. Sediment Control. Sufficient sediment control measures, including but not limited to installation and maintenance of silt fences, straw bale fences, storm water inlet protection and temporary seeding, to the extent deemed reasonably necessary by the Declarant or the Architectural Standards Committee, shall be taken by the Owner or Owner's builder as to any construction on Owner's Lot to ensure that all sediment resulting from any land disturbance or construction operation is retained on said Lot in question. All sediment control measures must be maintained until such Lot has been permanently stabilized with respect to soil erosion.

Section 11. Recreational and Other Equipment.

(a) No recreational equipment (including, but not limited to, basketball backboards and hoops, trampolines, metal or wooden swing sets, tree houses, children's climbing or play apparatus and other equipment associated with either adult or juvenile leisure or recreation) shall be attached to the exterior of any dwelling or otherwise placed or kept on any Lot without the prior written approval (including approval as to location, color, and landscaping) of the Architectural Standards Committee.

(b) No such recreational equipment shall be located in such a manner as to constitute a nuisance or unsightly condition to adjoining Owners or to persons using the Golf

Course. No such recreational equipment shall be located within fifty (50) feet of the rear lot line of any Lot adjacent to the Golf Course, nor within any front yard of any Lot. Without limiting the generality of the foregoing, no playground equipment shall be located on any Lot other than in the rear yard of a Lot.

(c) Children's play toys and other movable equipment of any type (such as lawn mowers, garden tools, etc.) shall not remain repeatedly overnight within any front yard of any Lot, or within the side yards of any Lot located on a street corner, in such number or for such a long period of time as to create a continuing, unsightly condition.

(d) Without limiting the generality of the foregoing, the Architectural Standards Committee need not consider for approval any playground equipment other than playground equipment, in the judgment of the Architectural Standards Committee, comprised of high quality materials and unobtrusive color. In addition, without limiting the generality of the foregoing, the Architectural Standards Committee need not consider for approval any basketball backboards or hoops other than basketball backboards and hoops that have, in the judgment of the Architectural Standards Committee, posts and fittings dark in color which blend with the surrounding environment, a white net, a clear backboard with lettering and a logo that is not unreasonably bright in color, and proper screening.

Section 12. Lawn Furniture and Statues. No lawn furniture or decorative items, such as sculptures, statuettes, renderings of animate or inanimate objects, or fountains, shall be maintained in the front or side yards of any Lot unless approved in advance in writing by the Architectural Standards Committee.

Section 13. Awnings, Canopies, and Shutters. No awnings, canopies, shutters or similar attachments shall be affixed to the exterior of a dwelling or otherwise located on a Lot unless approved in advance in writing by the Architectural Standards Committee.

Section 14. Flagpoles. No flagpole shall be located on any Lot other than a flagpole for display of the American flag which has been approved in advance in writing by the Architectural Standards Committee as to size, location, color, finish, and design. In no event shall an approved flagpole be used as an antenna.

Section 15. Satellite Dishes and Antennas.

(a) In addition to the restrictions contained in the Master Declaration, no satellite dish, microwave dish, television or radio antenna, or other similar equipment shall be located on any Lot unless such improvement is approved in advance in writing by the Architectural Standards Committee. In making its determination as to whether or not to approve such an improvement, the Architectural Standards Committee may consider, without limitation, the size of, the location of, the screening of, and necessity of cutting or pruning trees arising from, the proposed improvement. In no event shall any such improvement be located on a Lot in the front yard or at the peak of the roof of the dwelling located on the Lot.

(b) Notwithstanding any provision to the contrary, any antenna that is designed to receive direct broadcast satellite service or video programming services via multi point distribution services which is one meter or less in diameter or any antenna designed to receive television broadcast signals (any antennas which meet such specifications shall hereafter be called individually and collectively "Approved Antenna") is approved so long as it complies with the following:

- (i) the Approved Antenna will be located in the rear yard or side yard of a Lot;
- (ii) the Approved Antenna will not be located at the peak of the roof of the dwelling located on the Lot;
- (iii) the Approved Antenna will be reasonably screened so as not to be unreasonably visible from any street adjacent to the Lot upon which the Approved Antenna will be located; and
- (iv) the Approved Antenna will be of a color that blends with the surrounding environment.

Provided, however, to the extent that any of the requirements set forth in subparagraphs (b)(i) through (b)(iv) above preclude the reception of an acceptable quality signal to the Approved Antenna, such requirement or requirements shall be deemed waived as to such Approved Antenna. Provided, further, an Owner who wishes to install an Approved Antenna shall register with the Architectural Standards Committee by filling out a form containing information regarding the Approved Antenna prior to its installation. Nothing contained in this Section 15 shall limit the Master Association from enforcing its rights pursuant to the Master Declaration if any Approved Antenna does not comply with the requirements set forth herein.

Section 16. Irrigation System Required. An automatic underground irrigation system of sufficient size and capacity to irrigate all landscaped areas, including, without limitation, lawns, plant beds, and planted or sodden areas, on the Lot shall be installed on each Lot within three (3) months of completion of the dwelling thereon. Such automatic underground irrigation system shall be used at such intervals as necessary to provide adequate irrigation to all such landscaped areas on the subject Lot.

Section 17. Parking and Storage of Vehicles. Except as approved in advance in writing by the Architectural Standards Committee, no commercial or recreational vehicle, boat, boat trailer, bus, house trailer, motor home, truck, camping trailer, van, motorcycle, motor scooter, go-cart, motorbike or other similar vehicle, with the exception only of four-wheel passenger automobiles and pickup trucks, may be located, parked or stored upon any Lot, street or Common Area. The Architectural Standards Committee shall approve the location, parking or storage of a boat, boat trailer, motor home, camping trailer or van upon written application by an Owner, provided that such boat, boat trailer, motor home, camping trailer or van is located, parked and stored at all times within

the garage located on such Owner's Lot, except that such Owner may locate such boat and boat trailer outside of such garage for a time period not to exceed 24 hours while such boat and boat trailer are prepared for storage.

Section 18. Setback Areas. No building, structure or improvement of any kind or part thereof (including, without limitation, roof overhangs, stoops or porches, patios, decks, terraces, screen enclosures, swimming pool, spa, hot tub, pool deck or similar recreational improvement) may be located within the following portions of each Lot (the "Setback Area(s)");

<u>Portion of Lot</u>	<u>Setback Area</u>
(a) Front Yard:	25 feet measured from front Lot line
(b) Side Yard of Corner Lot Which Lies Adjacent to a Street:	25 feet measured from side Lot line adjacent to street
(c) Side Yard (Other than Side Yard of Corner Lot Which Lies Adjacent to a Street):	10 feet measured from side Lot line
(d) Rear Yard Adjacent to Golf Course:	30 feet measured from rear Lot line adjacent to Golf Course
(e) Rear Yard Adjacent to Lake, River Pond, Stream or Other Similar Body of Water:	25 feet measured from rear Lot line adjacent to such body of water
(f) Rear Yard (Other than Rear Yard Adjacent to Golf Course or Rear Yard Adjacent to Lake, River or Other Body of Water):	25 feet measured from rear Lot line

Notwithstanding the foregoing, driveway entrances and driveways may be located within a Setback Area if approved by the Architectural Standards Committee pursuant to Article III, Section 22 of this Additional Declaration.

Section 19. Natural Buffer Areas. Vegetation, trees, and shrubs located on that portion of a Lot which lies within thirty (30) feet of the Golf Course and/or within ten (10) feet of a body of water (including lakes, rivers, ponds, and streams) shall not be disturbed, cut, removed, mutilated or otherwise altered and shall remain in a natural state, except the foregoing prohibition does not apply to dead, diseased or otherwise hazardous vegetation, trees, and shrubs. Such natural buffer areas shall be shown on the landscape plan of the Lot submitted by the Owner to the Architectural Standards Committee for approval pursuant to the Master Declaration and this Additional Declaration.

Section 20. Exterior Colors and Materials. In addition to the restrictions contained in the Master Declaration, the exterior colors of each dwelling and the materials comprising the exterior of each dwelling on any Lot shall comply with the Architectural and Landscape Guidelines regarding exterior colors and exterior materials and are subject to the prior written approval of the Architectural Standards Committee based on the quality of the proposed exterior materials, and the aesthetic appearance and harmony of the proposed exterior colors and exterior materials in light of the proposed development of the Lot and the community development of Red Fox. Subject to the Architectural Standards Committee approval of the specific application proposed to be employed by an Owner, the following exterior materials are acceptable for the following uses: cypress, cedar or redwood board and batten lap siding; cedar shakes or shingles; hardi plank tongue and groove siding; satisfactory plywood or satisfactory clapboard for exterior siding; drainable EIFS synthetic stucco or other satisfactory stucco accompanied by satisfactory primary, secondary or decorative treatments; natural stone masonry; brick masonry; concrete block masonry with satisfactory surface treatment; wood, aluminum frame, PVC clad or painted windows; wood and raised panel insulated steel garage doors with an automatic garage door opener; and masonry or satisfactory stucco chimney exterior. Use of the following exterior materials is prohibited in connection with a dwelling: metal siding; decorative concrete block; concrete block (except as to a sub-surface wall); fiberglass, plastic, vinyl or asphalt siding; imitation or natural logs siding; flagstone siding; fiberglass or asphalt shingles as siding; and unsatisfactory imitation stone brick. In no event shall the color white be used as an exterior siding color, provided that the Architectural Standards Committee may consider the use of the color white as a trim color where the use of the color white is limited to window frames, muntins, and grills.

Section 21. Garages. Each dwelling shall have an attached garage with the capacity to house a minimum of the greater of (a) two vehicles, or (b) the number of resident vehicles at such Lot. No carport shall be erected on any Lot. Garage doors shall be kept in a closed position while the garage is not in use.

Section 22. Driveways. The design, location, and surface of any driveway and any parking area located on a Lot shall be approved in advance by the Architectural Standards Committee in accordance with the Architectural and Landscape Guidelines. All driveways shall be paved and the surface of the driveway shall be asphalt, concrete (excluding colored concrete), concrete with aggregated surface, concrete pavers or other surface approved by the Architectural Standards Committee. Driveways shall have a single entrance from a single adjacent street, except if the Architectural Standards Committee approves an additional driveway entrance in writing in advance where the following conditions are satisfied in the judgment of the Architectural Standards Committee: the configuration or topography of the Lot creates special difficulties were a single entrance driveway to be employed; the street frontage of the Lot is sufficiently large so that the distance between the driveway entrances on the Lot is similar to the distance between other driveway entrances along the street; the disturbance of vegetation and cutting of trees would be reduced were an additional driveway entrance employed; the Lot contains sufficient space for additional landscaping to screen the view of the impervious surface of the driveway from the street; and the driveway entrances can be located without causing traffic concerns within Red Fox and/or the Project. To the extent reasonably possible in light of the topography and vegetation of the Lot,

the driveway of a corner Lot shall access the less traveled street. Notwithstanding Article III, Section 18 of this Additional Declaration, driveway entrances and driveways may be located within a Setback Area.

Section 23. No Street-Side Parking Areas. No street-side parking areas may be created on any Lot by extending any portion of the street pavement.

Section 24. Spark Arrestors, Chimney Caps, and Flue Pipes. Any flue for a fireplace or woodburning stove located on a Lot shall include a spark arrestor which is unobtrusive and in proportion to the applicable fireplace or woodburning stove, as the case may be. Any chimney cap located on any Lot shall be unobtrusive and in proportion to the applicable chimney. Any flue pipe located at the top of a chimney on a Lot shall be concealed unless otherwise approved in advance in writing by the Architectural Standards Committee.

Section 25. Holiday Decorations. Christmas and Hannukah decorations may be displayed only from Thanksgiving through January 2nd of the next succeeding year.

Section 26. Swale Areas. An Owner shall not disturb or alter or interfere with the functioning of any swale area abutting such Owner's Lot.

Section 27. Landscape Lighting. In addition to the restrictions contained in the Master Declaration, an Owner shall install landscape lighting in accordance with the requirements set forth in the Architectural and Landscape Guidelines and as approved by the Architectural Standards Committee in connection with the landscape plan for the applicable Lot.

Section 28. No Window-Mounted Units or Reflective Window Treatments. No air-conditioning or heating unit shall be mounted in the window of a dwelling unless approved in advance in writing by the Architectural Standards Committee. No blinds, shades or other window treatments shall be made of foil or other reflective material.

Section 29. Governmental Requirements. Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be complied with in regard to the Lots.

Section 30. Occupants Bound. All provisions of this Additional Declaration, the Master Declaration, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant hereto or thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of the Lots even though Occupants are not specifically mentioned therein.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 1. Duration. This Additional Declaration and the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens set forth herein shall run with and bind the Property, and shall inure to the benefit of every Owner of a Lot in the Property and every Owner of any other portion of the Property, the Master Association, Declarant, and their respective heirs, personal representatives, successors, and assigns, for a term of fifty (50) years beginning on the date this Additional Declaration is recorded in the Office of the Register of Deeds of Duplin County, North Carolina. At the end of such fifty (50) year period, the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens herein shall automatically be extended for successive period(s) of ten (10) additional years, unless prior to the expiration of a respective period, by two-thirds (2/3) vote of the Owners of Lots in Red Fox, there shall be adopted a resolution to terminate these covenants and restrictions; provided, however, that any termination of any or all provisions of this Additional Declaration must be consented to by Declarant so long as Declarant is the Owner of any Lot. Owners may vote in person or by proxy at a meeting duly called for the purpose of terminating these covenants and restrictions, written notice of which shall have been sent to all Owners at least thirty (30) days in advance of the date of such meeting, which notice shall set forth the purpose of such meeting. The foregoing shall not limit the right of Declarant to amend and/or supersede, in whole or in part, the terms and provisions hereof, as such right in favor of Declarant is described herein.

Section 2. Amendment. Subject to the limitations hereinafter contained, this Additional Declaration may be amended or modified at any time by the consent of the Owner or Owners of no less than two-thirds (2/3) of the Lots in Red Fox; provided, however, that any amendment or modification to this Declaration must be consented to by Declarant so long as Declarant is the Owner of any Lot, which consent Declarant may grant or withhold in its sole discretion, and provided further, that HUD/VA's prior approval is obtained so long as there is a Class "C" Member of the Master Association. In addition, without obtaining the approval of any Owner or Owners other than Declarant, Declarant may make amendments or modifications hereto which are correctional in nature only and do not involve a change which materially affects the rights, duties or obligations specified herein. Any amendment or modification effected pursuant to this Article IV, Section 2 shall become effective when an instrument setting forth such amendment or modification is duly filed for record in the Office of the Register of Deeds of Duplin County, North Carolina. In addition to the foregoing rights, Declarant may, at Declarant's option, amend and modify this Additional Declaration without obtaining the consent or approval of any other person or entity if such amendment or modification is necessary to cause this Additional Declaration to comply with the requirements of FHA, HUD/VA, the Federal National Mortgage Association or other similar agency.

Section 3. Enforcement. The Master Association, Declarant or any Owner shall have the right, but not the obligation, to enforce the provisions of this Additional Declaration. Enforcement of the controls, covenants, conditions, restrictions, easements, and development guidelines for which

provision is made in this Additional Declaration shall be by any proceeding at law or in equity (or otherwise, as provided in this Additional Declaration) against any person or persons violating or attempting to violate any such control, covenants, condition, restriction, easement, or development guideline, either to restrain such violation or to recover damages, and against the land to enforce any charge or lien created by these covenants; and failure by the Master Association, Declarant or any Owner to enforce any such control, covenant, condition, restriction, easement, development guideline, charge or lien shall in no event be deemed a waiver of the right to do so thereafter or of any other or future violation of any thereof.

Section 4. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Additional Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Additional Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses, and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null or void.

Section 5. Notice. Except as otherwise set forth herein expressly, whenever written notice to an Owner (including Declarant) is required hereunder, such notice shall be given by the mailing of same, postage prepaid, to the address of such Owner appearing on the records of Declarant or the Master Association. If notice is given in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail properly addressed, with postage prepaid, whether or not received by the addressee.

Section 6. Titles. The titles, headings, and captions which have been used throughout this Additional Declaration are for convenience only and are not to be used in construing this Additional Declaration or any part thereof.

Section 7. No Exemption. No Owner or other party may exempt himself, herself or itself from the coverage hereof or obligations imposed hereby by non-use of such Owner's Lot(s).

Section 8. Changes to Plans for Property. Nothing contained herein shall be deemed to incorporate, by reference or otherwise, any plans or proposals promulgated by Declarant with respect to the development of the Property other than as expressly referred to herein.

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IN WITNESS WHEREOF, Declarant has caused this Additional Declaration to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed, all as of the day and year first above written.

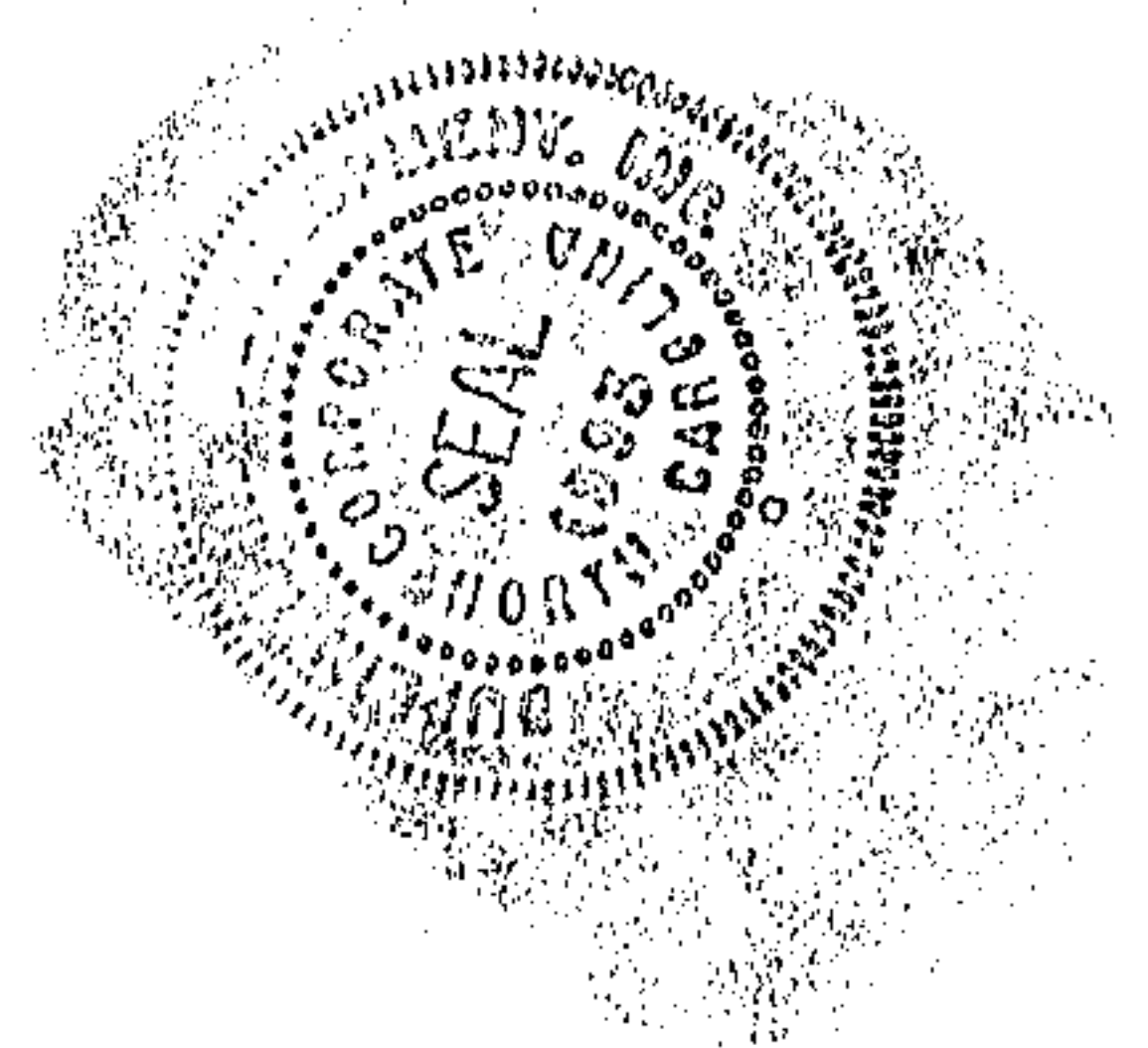
DUPLIN LAND DEVELOPMENT, INC.,
a North Carolina corporation

By: Wendell H. Murphy Jr.
Print Name: WENDELL H. MURPHY, JR.
VICE President

ATTEST:

Joyce M. Norman
Print Name: Joyce M. Norman
Secretary

[AFFIX CORPORATE SEAL]



STATE OF NORTH CAROLINA

COUNTY OF PENDER

I, a Notary Public of the County and State aforesaid, certify that Joyce M. Norman personally appeared before me this day and acknowledged that he/she is _____ Secretary of **DUPLIN LAND DEVELOPMENT, INC.**, a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by him/herself as its _____ Secretary.

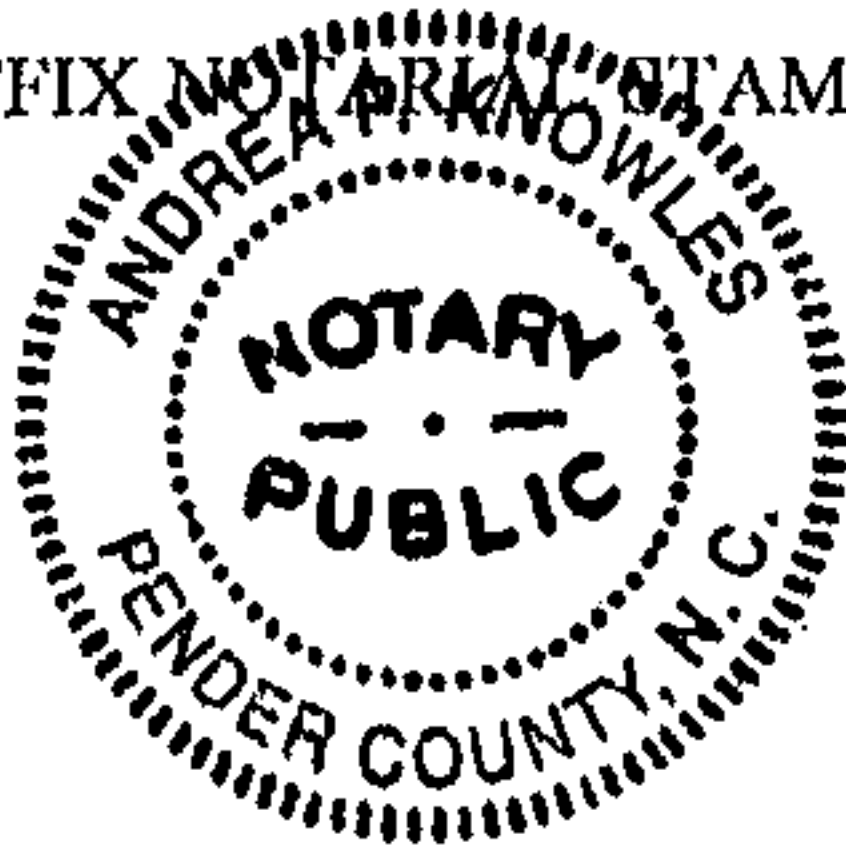
WITNESS my hand and official stamp or seal, this 30 day of April, 1997.

Andrea P. Knowles
 Print Name: Andrea P. Knowles
 Notary Public

My Commission Expires:

April 15, 2002

[AFFIX NOTARY STAMP-SEAL]



NORTH CAROLINA, Duplin County

The foregoing or annexed certificate... of Andrea P. Knowles, N.P.

This Instrument duly recorded and verified, this 2 day of May, 1997 at 10:02 o'clock A. M. in the Book and Page shown on the first page hereof,

JOYCE J. WILLIAMS, Register of Deeds

By Genell K. Edmundson
 Deputy / Assistant Register of Deeds

FPAB-RA1/80668.2

Haren Herring

38.00

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