

Prepared by and return to: Jeff Dunham, McCoy, Weaver, Wiggins, Cleveland & Raper, PO Box 87009, Fayetteville, NC 28304

BOOK 1561 PAGE 340

AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

JUL -6 PM 4: 04

Handwritten initials and signature

This Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions made this 1st day of July, 1999 by and between John Koenig and wife Margarete Koenig, and John Koenig, Inc. (hereinafter referred to as "Developer"), and Williamsburg Plantation Homeowners Association (hereinafter referred to as "Association")

WHEREAS, Developer, or one of them, have previously recorded a set of Restrictive Covenants for Richmond Park of Williamsburg Plantation in Book 1374, Page 460, Onslow County Registry and a set of Declarations of Covenants, Conditions and Restrictions for Section II Richmond Park of Williamsburg Plantation as recorded in Deed Book 1495, Page 407, Onslow County Registry (hereinafter referred to as "Restrictions"); and

WHEREAS, said Restrictions create the Homeowners Association, Williamsburg Plantation Homeowners Association, which Association has the right to own Common Areas referred to therein as "Community Use Areas"; and

WHEREAS, said Restrictions give the Association the right to manage the Community Use Areas and to collect dues and assessments from lot owners in the two subdivisions for the maintenance of the Community Use Areas; and

WHEREAS, the Developer and the Association desire to make more definite the ability of the Association to own, hold and manage property as well as its obligation to own and manage certain Community Use Areas as requested by the City of Jacksonville.

NOW, THEREFORE, the Developer and the Association hereby amend and supplement said Restrictions by adding thereto, the following paragraphs:

1. Community Use Areas

a. As defined in said Restrictions "Community use areas" shall include drainage ponds or retention ponds and all drainage pipes or ditches necessary for the proper development and drainage of the "Development Area".

b. If required by the City of Jacksonville, Onslow County or any other governmental body, authority or agency, the Association shall be obligated to own, maintain and manage any drainage or retention ponds or other drainage infrastructure necessary for the proper and safe development of the Development Area.

c. The Association hereby reserves the right to transfer the title to any drainage or retention ponds to any other homeowners association created for a Subdivision of the Development Area of Williamsburg Plantation as set out in said Restrictions. Any retention or drainage pond can be transferred only to an Association duly incorporated and operating.

BOOK 1561 PAGE 341

If after such transfer the transferee Association does not adequately maintain said property, the Williamsburg Plantation Homeowners Association shall be obligated to maintain said property. Provided further that the Restrictions, as herein amended, shall apply to such Transferee Association.

2. Bylaws

The Bylaws of the Williamsburg Plantation Homeowners Association are hereby amended in any way necessary to authorize the Association to carry out any of its obligations, duties or rights created in this Amendment or the Restrictive Covenants.

3. Applicability

This Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions shall apply to all subdivided numbered lots shown on the Plats of Richmond Park at Williamsburg Plantation, Section 2 Richmond Park at Williamsburg Plantation and any other Subdivision which is in the future developed in the Development Area as described in the Restrictions.

4. Remedies of the City of Jacksonville

In addition to the remedies of the Association as set out in Section (a), the City of Jacksonville may enforce the lien for assessments as to the common areas set forth in the declaration against The Homeowners Association upon the following conditions:

(1) Upon failure of the Homeowners Association, or its designee, to maintain the Community Use Areas, as defined herein in accordance with these covenants, applicable City ordinances or State laws.

(2) To enforce this section, the City of Jacksonville must first give the Homeowners Association fifteen (15) days written notice of those areas which require maintenance or corrective action. Further notice is expressly waived herein. In the event corrective action is not completed by the Homeowners Association, or its designee, within thirty (30) days from and after the receipt of such notice, the City, at its option, may take the necessary corrective action and the cost of the same shall be and become a continuing lien and charge against the land of the Association, together with interest, costs and reasonable attorneys fees.

BOOK 1561 PAGE 342

IT WITNESS WHEREOF, this the date and year first above written.

JOHN KOENIG, INC.



By: [Signature]
John Koenig, President

ATTEST:

[Signature]
Secretary

[Signature] (SEAL)
John Koenig

[Signature] (SEAL)
Margarete Koenig

BOOK 1561 PAGE 343

WILLIAMSBURG PLANTATION
HOMEOWNERS ASSOCIATION



By: [Signature]
John S. Koenig, President

ATTEST:

[Signature]
Secretary

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Michelle A. Ping, a Notary Public of said County and State do hereby certify that Richard M. Wiggins, personally appeared before me this day and acknowledged that he is the Secretary of John Koenig, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Secretary.

Witness my hand and notarial seal this the 1st day of July, 1999.

Michelle A. Ping
NOTARY PUBLIC
My Commission Expires: 10/1/2003

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Michelle A. Ping, a Notary Public of Cumberland County, North Carolina, certify that John Koenig personally appeared before me this day and being duly sworn and executed the foregoing instrument.

WITNESSED MY HAND and official seal this 1st day of July, 1999.

Michelle A. Ping
NOTARY PUBLIC
My Commission Expires: 10/1/2003

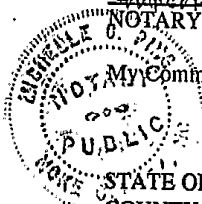
BOOK 1561 PAGE 344

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Michelle C. Ping, a Notary Public of Cumberland County, North Carolina, certify that Margarete Koenig personally appeared before me this day and being duly sworn and executed the foregoing instrument.

WITNESSED MY HAND and official seal this 1st day of July, 1999.

Michelle C. Ping
NOTARY PUBLIC



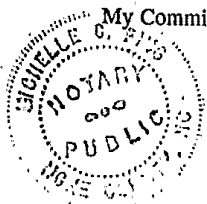
My Commission Expires: 10/1/2003

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Michelle C. Ping, a Notary Public of said County and State do hereby certify that Richard M. Wiggins, personally appeared before me this day and acknowledged that he is the Asst. Secretary of Williamsburg Plantation Homeowners Association, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him as its Asst. Secretary.

Witness my hand and notarial seal this the 1st day of July, 1999.

Michelle C. Ping
NOTARY PUBLIC



My Commission Expires: 10/1/2003

1999 JUL -6 PM 4:04

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Michelle C. Ping

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in
Book 1561 Page 340 This 6th day of July
19 99 A.D., at 4:04 o'clock P. M.
Maldred M. H. M. M. M. By ---
Register of Deeds, Onslow County Register of Deeds