

EXHIBIT "A" TO AGREEMENT BETWEEN JOHN T. BODE AND WIFE,
LUCY H. BODE AND WILLIAM THOMAS THORNTON AND WIFE, PAMELA
PARISH THORNTON

BODE PROPERTY

BODE PROPERTY

THIS MAP IS NOT A CERTIFIED SURVEY AND
HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT
AGENCY FOR COMPLIANCE WITH ANY
APPLICABLE
LAND DEVELOPMENT REGULATIONS.

REMOVED

BUFFER = 20.06 AC.

CURRENT ACCESS EASEMENT

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.

BODE PROPERTY

POWER EASEMENT

Thornton
Access Road

PROJECT NO.	EWP-01000
FILENAME	EXHIBIT.DWG
SCALE	1" = 200'
DATE	11-16-2001

PLANTATION
OUTPARCEL

THE JOHN R. McADAMS
COMPANY, INC.
ENGINEERS/PLANNERS/SURVEYORS
RESEARCH TRIANGLE PARK, NC
P.O. BOX 14005 EUP 27709-4006
(919) 321-0000

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Mail after recording to: W. Davidson Call, Bode, Call & Stroupe, LLP, P.O. Box 6338, Raleigh, NC
27628-6338

This instrument was prepared by Bode, Call & Stroupe, L.L.P.
(W. Davidson Call)

NORTH CAROLINA

GRANVILLE COUNTY

AGREEMENT AND
AMENDMENT TO COVENANTS

THIS AGREEMENT AND AMENDMENT TO COVENANTS ("Agreement") is made and
entered into as of the 30th day of November, 2001, by and between John T. Bode and wife, Lucy
H. Bode, residents of Wake County, North Carolina, hereafter collectively, "Declarant"; and William
Thomas Thornton and wife, Pamela Parrish Thornton, residents of Granville County, North Carolina,
hereinafter collectively "Thornton";

WITNESSETH:

WHEREAS, Declarant is the owner in fee of certain real property containing in the aggregate
approximately 600 acres located on N.C.S.R. 1515 in Salem Township, Granville County, North

Carolina, and being the same property conveyed to Declarant by deed, dated March 10, 1999, from Oak Lawn Associates and recorded in Book 0774, Page 0606, Granville County Registry; by deed dated May 2, 1999 from James W. Brummitt, III and wife, Jamie Moss Brummitt and recorded in Book 0782 Page 0831, Granville County Registry; and by deed dated June 2, 1999 from Joseph M. Satterwhite and wife, Mary Jean P. Satterwhite and recorded in Book 0782, Page 0833, Granville County Registry (hereinafter referred to as the "Declarant Property"); and

WHEREAS, Thornton is the owner in fee of certain real property containing approximately 14.28 acres located off the east side of N.C.S.R. 1515 and adjacent to the Declarant Property in Salem Township, Granville County, North Carolina, and being designated as "Plantation Outparcel" on Exhibit A attached hereto, and being the same property conveyed to Thornton by deed (the "Thornton Deed"), dated January 15, 1988 from Oak Lawn Associates and recorded in Book 269 Page 368, Granville County Registry (hereinafter referred to as the "Thornton Property"); and

WHEREAS, Declarant is the successor in interest to Oak Lawn Associates ("Oak Lawn Associates") under that certain Agreement, dated January 21, 1988 between Oak Lawn Associates and Thornton and recorded in Book 269, Page 377, Granville County Registry (the "Thornton Agreement"); and

WHEREAS, Declarant is also the successor in interest to Oak Lawn Associates under that certain Declaration of Restrictive Covenants, dated January 11, 1996 and recorded in Book 683, Page 593, Granville County Registry (the "Declaration"); and

WHEREAS, the Thornton Agreement grants certain approval rights to Thornton over the development of the Declarant Property; and

WHEREAS, the Declaration subjects the Declarant Property to certain restrictive covenants;
and

WHEREAS, Declarant is in the process of developing the Declarant Property for residential purposes;

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, Declarant and Thornton covenant and agree as follows:

1. Declarant agrees that that certain area or those certain areas containing 20.06 acres indicated on Exhibit A, attached hereto and made a part hereof, and designated "Buffer" (the "Buffer Area") and which completely surrounds the Thornton Property, will be maintained as buffers and be left in its or their natural condition and not improved without the prior written consent of Thornton, unless otherwise required by applicable law or authority having jurisdiction thereof. Declarant agrees that no residential development shall occur within a distance of 100 feet of any property line of the Thornton Property. Thornton agrees that the Buffer Area may be conveyed by Declarant to a homeowners association formed by Declarant to own and maintain the common areas and facilities ("Common Area") of the Declarant Property in accordance with this Agreement and thereby become and be considered a part of the Common Area, without the consent of Thornton. Nothing contained in this Paragraph 1 shall be deemed to prohibit or limit the right of Declarant to grant easements to any governmental unit, public body and/or utility company for the construction, installation, operation, maintenance, repair, relocation, modification, extension or alteration of sanitary sewers, storm drainage systems, fire protection installations (specifically excluding, however, construction of any buildings, such as a fire station), gas, water, electric power and lighting and telephone and cable television lines, mains and trunks in, under or across the Buffer Area (so long as such utility lines are installed underground and in such a manner as to not otherwise unreasonably interfere with the intended use of the Buffer Area. Anything herein contained in this

Paragraph 1 or elsewhere in this Agreement to the contrary notwithstanding, in the event that the Thornton Property is used or developed for any use other than as one, single family residential detached dwelling, Declarant shall have no further obligation to maintain the Buffer Area as a buffer as set forth herein, Thornton shall have no further right, title or interest in the Buffer Area, and this Paragraph 1 shall be deemed void and of no further effect in so far as any restrictions on maintenance, condition or use of the Buffer Area and thereafter Declarant shall be free to use and develop the Buffer Area as Declarant deems appropriate, in Declarant's sole judgment.

2. The Thornton Agreement is terminated as of the date hereof and Declarant and Thornton each release the other from each and every obligation that each may have to the other under the Thornton Agreement, which agreement shall hereforth be void and of no effect.

3. Item 2, Dwelling Size and Quality, of the Declaration is amended by changing the minimum square footage of any dwelling built on the Declarant Property from 1,800 square feet to 1,300 square feet and any and all references to dwelling size contained in the Declaration, as the same may be from time to time amended, shall be deemed to be 1,300 square feet and not 1,800 square feet.

4. The Thornton Property was conveyed to Thornton together with and subject to certain rights of ingress, egress and regress (the "Access Road") over and through the Declarant Property as more particularly set forth in the Thornton Deed and the Declaration. Effective as of the date hereof, Declarant and Thornton agree that any maintenance and construction of the Access Road shall be at the sole cost and expense of the owners of the Declarant Property. Declarant and Thornton agree that Declarant, during construction of its development of the Declarant Property, will relocate the Access Road leading to the Thornton Property along the existing old road which generally runs along the power line right-of-way ("Power Easement" shown on Exhibit A), the

approximate location of which is shown on Exhibit A, and (i) such relocation shall be made at the sole cost and expense of Declarant, (ii) the quality of construction of the relocated Access Road shall be substantially similar to the portion relocated, and (iii) the relocation shall be carried out in such manner as to cause the least possible interference to use of the Thornton Property during such relocation.

Nothing contained in this Paragraph 4 shall be deemed to prohibit or limit the right of Declarant to (i) grant easements to any governmental unit, public body and/or utility company for the construction, installation, operation, maintenance, repair, relocation, modification, extension or alteration of sanitary sewers, storm drainage systems, fire protection installations, gas, water, electric power and lighting and telephone and cable television lines, mains and trunks in, under or across the Access Road (so long as such utility lines are installed underground), or (ii) transfer or assign to any public body and/or utility company any of the easements on the Access Road without the necessity of the payment of any compensation to any party.

Nothing contained in this Paragraph 4 shall be deemed to prohibit or limit the right of Declarant to dedicate or deed over, to any governmental unit, but only for the purpose of and only so long as such is used as a public road, those portions of the Access Road which are on the Declarant Property and upon any such dedication or deeding over, the rights and easements in and to the Access Road granted to Thornton and the Thornton Property by the Declaration, the Thornton Deed and this Agreement shall terminate without the payment of any consideration to Thornton on account of the termination thereof.

In the event that any such dedication is reversed or abandoned, the easement rights and maintenance obligations with respect to the Access Road set forth in the Declaration, the Thornton

Deed and this Agreement, as applicable, shall automatically revive and thereafter be in full force and effect.

5. Except as modified and amended by the terms and provisions of this Agreement, the Declaration shall remain in full force and effect.

In the event of any conflict in the terms and provisions of this Agreement and the terms and provisions of the Declaration and/or the Thornton Deed, the terms and provisions of this Agreement shall control.

The designation Declarant as used in this Agreement shall include said parties, their heirs, successors, assigns, tenants, and occupants from time to time of the Declarant Property and shall include the singular, plural, masculine, feminine or neuter as required by context.

The designation Thornton as used in this Agreement shall include said parties, their heirs, successors, assigns, tenants, and occupants from time to time of the Thornton Property and shall include the singular, plural, masculine, feminine or neuter as required by context.

The invalidation of any portion of the reservations, grants, restrictions, agreements or provisions contained in this Agreement, by order of court or otherwise, shall not affect any other portion of the reservations, grants, restrictions, agreements and provisions hereof, and such other provisions shall remain in full force and effect.

It is understood that this Agreement is a covenant running with the Declarant Property and the Thornton Property and each portion thereof and that this Agreement shall be binding upon and inure to the benefit of all assignees, transferees, heirs and assigns of Declarant and Thornton and any other party that may hereafter acquire any right in and to all or any part of the Declarant Property and the Thornton Property.

The terms and conditions of this Agreement shall be enforceable by Declarant and by Thornton by actions for specific performance or injunction, in addition to any other remedies available at law.

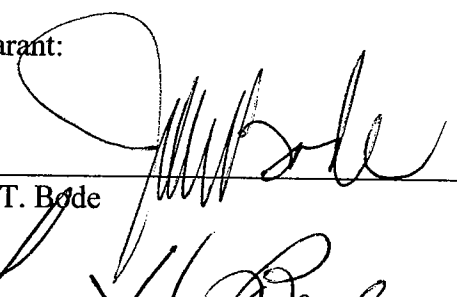
This Agreement shall not be construed to grant any rights to the public in general.

Notwithstanding anything contained in this Agreement to the contrary or otherwise, there shall be absolutely no personal liability on the part of any party, their respective heirs, representatives and assigns or any successor in interest of any party, whether any such successor in interest shall be a corporation or a joint venture, tenancy in common, firm or partnership, general or limited, or limited liability company, or on the part of the members of such corporation, firm, partnership or joint venture, tenancy in common or limited liability company with respect to any of the terms, covenants or conditions of this Agreement; and any person or party who or which may have any right hereunder or with respect hereto shall look solely to the equity of any party or such successor in interest in the Declarant Property or the Thornton Property (as the case may be) or part thereof in the event of any breach by any party or by such successor in interest of any party of any of the terms, covenants and conditions of this Agreement to be performed hereunder, such exculpation of personal liability to be absolute and without any exception whatsoever.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and this Agreement may be executed by the affixing of the signatures of each of the parties to one of such counterpart signature pages; and all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

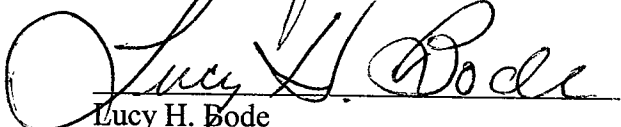
IN WITNESS WHEREOF, Declarant and Thornton have set their respective hands and seals,
as of the day and year first above written.

Declarant:



John T. Bode

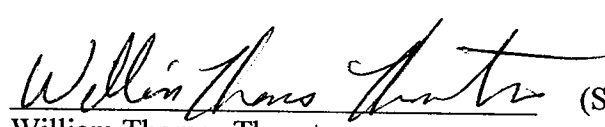
(SEAL)



Lucy H. Bode

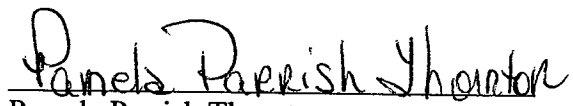
(SEAL)

Thornton:



William Thomas Thornton

(SEAL)



Pamela Parrish Thornton

(SEAL)

NORTH CAROLINA

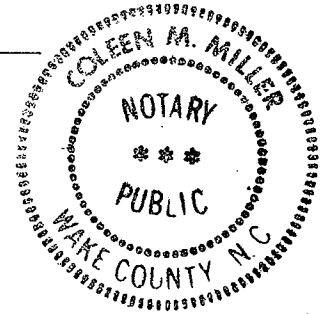
WAKE COUNTY

I, Coleen M. Miller, a Notary Public of the County and State aforesaid, certify that John T. Bode, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of December, 2001.

Coleen M. Miller
Notary Public

My Commission Expires: 3-31-03



NORTH CAROLINA

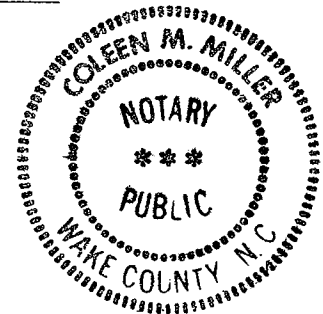
WAKE COUNTY

I, Coleen M. Miller, a Notary Public of the County and State aforesaid, certify that Lucy H. Bode, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 10 day of December, 2001.

Coleen M. Miller
Notary Public

My Commission Expires: 3-31-03



NORTH CAROLINA

Franklin COUNTY

I, Charles M. Davis, a Notary Public of the County and State aforesaid, certify that William Thomas Thornton, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 1 day of December, 2001.



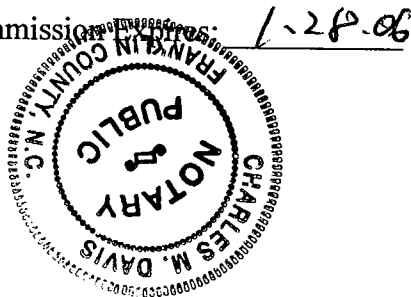
Charles M. Davis
Notary Public

NORTH CAROLINA

Franklin COUNTY

I, Charles M. Davis, a Notary Public of the County and State aforesaid, certify that Pamela Parrish Thornton, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 1 day of December, 2001.



Charles M. Davis
Notary Public

My Commission Expires: 1-28-06