

STATE OF NORTH CAROLINA

COUNTY OF CRAVEN

AMENDMENT TO DECLARATION

THIS AMENDMENT TO DECLARATION made and entered into this the 17th day of October, 1999, by and between PLANTATION HARBOR PROPERTY OWNERS ASSOCIATION, INC., and MEMBERS OF THE PLANTATION HARBOR PROPERTY OWNERS ASSOCIATION, INC. (as evidenced by their attached agreements); and ALL CURRENT OWNERS AND PROSPECTIVE PURCHASERS of Lots located in Plantation Harbor Subdivision as same are shown and delineated on a map of Plantation Harbor Subdivision recorded in Plat Cabinet E, Slides 209 through 216, in the office of the Register of Deeds of Craven County, and any other Lots which hereafter are annexed into the subdivision;

WITNESSETH:

WHEREAS, a Declaration of Covenants for Plantation Harbor was recorded in Book 1202, Page 36, in the office of the Register of Deeds of Craven County ("Declaration"); and,

WHEREAS, said Declaration provides that the Lot owners also are members of the Plantation Harbor Property Owners Association, Inc. (hereinafter Lot owners and members are collectively referred to as "Members"); and,

WHEREAS, Article P(1) of the Declaration provides for and sets forth a procedure for amending the Declaration by the Members; and,

WHEREAS, following notice to all Members, the amendments hereinafter set forth received the affirmative vote of more than two-thirds of the Members, such vote being evidenced by written instruments signed by each Member, said instruments being attached hereto and incorporated herein by reference.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the parties, and in order to amend the Declaration as provided above, the Members and Plantation Harbor Property Owners Association, Inc., acting pursuant to the provisions of Article P(1) of the Declaration, hereby do amend the Declaration as follows:

1. Article A(7) of the Declaration hereby is amended by deleting the first sentence of Article A(7) in its entirety and substituting in lieu thereof the following language as the first sentence of Article A(7):

"Lot" means (A) a separately numbered tract of land shown on the aforesaid Plat;

(B) any other separately numbered tract of land which is annexed into the

Subdivision upon which a Dwelling is to be built; and (C) each individual Dwelling located within any two-family or multi-family residential structure, including but not limited to, each duplex unit, condominium, apartment unit, and town house.

2. A new Article Z is added to the Declaration, said Article Z to read as follows:

New Development Impact Fees

Notwithstanding any provision of this Declaration, the Bylaws or the Articles to the contrary, the Developer, his successors-in-interest, heirs or assigns shall pay an impact fee equivalent to all costs associated with the construction of any capital facilities and amenities required to service any new Lots in the subdivision. Capital facilities and amenities includes, but is not limited to, all expenditures for recreational facilities, capital infrastructure, water, sewer, roads, docks, parks, parking areas, fire and police facilities, clubhouses, swimming pools and any other capital facilities or amenities needed to serve the new residents of the subdivision, as determined by the Board of Directors.

The impact fee may be paid directly to the Corporation, in which case the Corporation will be responsible for applying these funds to the costs of constructing aforesaid capital facilities and amenities. The impact fees shall be paid by the Developer on or before the subdivision of any new Lots in the development. If these funds are not needed immediately, the Corporation shall place such funds in a designated account for use when needed. If the impact fees are not paid to the Association on or before closing on any Lot(s), the proportionate share of impact fees owned by the Lot owner shall be a lien against that Lot.

Alternatively, the Developer may cause said capital facilities and amenities to be constructed under Developer's direction and at Developer's own expense, any plans for said construction being subject to the prior approval of the Board of Directors.

The calculation of the amount of the impact fee shall be based upon a reasonable estimate of the cost of providing the aforesaid capital facilities and amenities. Said estimate will be provided by the Developer and shall be subject to review and final approval by the Board of Directors.

In the event of a dispute between the Developer and the Corporation, the parties to the dispute shall utilize the grievance and compliance procedures provided in sections H and M of this Declaration.

3. A new Article AA is added to the Declaration, said Article AA to read as follows:

Wastewater Facility Expansion

The Developer of the property described by the deed recorded in Book 1190, Page 115, in the office of the Register of Deeds of Craven County and the successors-in-interest, heirs and assigns of such Developer shall pay for all costs associated with associated with the initial design, construction and installation (including any necessary engineering and legal fees) of any central wastewater collection, treatment, and disposal systems or other facilities, specifically including any expansions or upgrades of the existing systems, required to service such property. Upon completion of the design, construction and installation of said wastewater systems by the Developer, his successors-in-interest, heirs or assigns, the Developer, his successors-in-interest, heirs or assigns shall convey said systems and the land upon which said systems are located to the Corporation with full warranty that the land is free of all liens and other encumbrances and the Board of Directors agrees to accept such conveyance.

4. Except as hereinabove amended, each and every other term of the Declaration hereby is ratified and affirmed. Nothing herein ratifies or affirms any portion of the document recorded in Book 1534, Page 128, in the Office of the Register of Deeds of Craven County.

IN TESTIMONY WHEREOF, the Members, acting by and through their duly elected President, the Plantation Harbor Property Owners Association, Inc. have caused this instrument to be signed and sealed in a manner so as to be binding.

PLANTATION HARBOR PROPERTY OWNERS
ASSOCIATION, INC.

By: /s/ Robert W. Whitton (SEAL)

Robert W. Whitton, President

ATTEST:

/s/ Randy M. Arquitt (Seal)

Randy M. Arquitt, Secretary

PHPOA SEAL