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 Fee Amt: \$26.00 Page 1 of 5
 Onslow County, NC
 Maryland K. Washington Reg. of Deeds
 BK **2955** PG **557-561**

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 Jacksonville, N.C. 28540

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NORTH CAROLINA
 ONSLOW COUNTY

**AMENDMENT TO MASTER DECLARATION
 OF RESTRICTIVE COVENANTS OF
 CAROLINA FOREST (Book 2442, Page 45)
 VINEYARD POINTE AT CAROLINA FOREST**

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the ~~15th~~ day of ~~SEPTEMBER~~ ^{October}, 2007, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855, and Book 2871, Page 598, and Book 2945, Page 328, Onslow County Registry;

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed additional tracts or parcels of land to be made subject to the terms and conditions of said Master Declaration; and

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as VINEYARD POINTE AT CAROLINA FOREST; and

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as VINEYARD POINTE AT CAROLINA FOREST as shown on Exhibit A, attached hereto and by reference made a part hereof; and

WHEREAS, the Declarant will convey the property described in VINEYARD POINTE AT CAROLINA FOREST, as shown on said Exhibit A subject to all those conditions, restrictions, reservations, liens and charges set forth in the Master Declaration, all of which is hereby incorporated by reference:

NOW THEREFORE, the Declarant does hereby publish and declare all of the property described below shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to all the terms and conditions set forth in said Master Declaration; which is declared and agreed to in furtherance of the plan for the improvements of said property in the division thereof and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning any interest in the real property improvements, their Grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DESCRIPTION OF PROPERTY: Being all of that property as described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth.

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598, and Book 2945, Page 328, Onslow County Registry. By the submission of VINEYARD POINTE AT CAROLINA FOREST of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

3. STORMWATER RUNOFF APPLICABLE TO EXHIBIT A -PROJECT PROPERTY - ONLY:

(A) The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 051061, as issued by the Division of Water Quality under NCAC 2H.1000.

(B) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

(C) These covenants are to run with the land and be binding on all persons and parties claiming under them.

(D) The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

(E) Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the State of North Carolina, Division of Water Quality.

(F) This project proposes a curb outlet system. Each designated curb outlet swale shown on the approved plan must be maintained at a minimum of 100' long with 5:1 (H:V) side slopes or flatter, have a longitudinal slope no steeper than 5%, carry the flow from a 10 year storm in a non-erosive manner, and maintain a dense vegetated cover.

(G) Filling in, piping or altering any designated 5:1 curb outlet swale associated with the development is prohibited by any persons.

Special Provisions (1): In addition to the above, the following restrictions shall apply:

(a) The maximum allowable built-upon area per lot is 3600 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

(b) Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.

(c) Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.

(d) All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

Nothing in these covenants shall prohibit Declarant from exceeding density limits through permits properly obtained through State Stormwater Rules, which may include engineered systems. Any of the provisions of this instrument may be amended, modified or terminated to comply with stormwater rules now or hereafter adopted by the State of North Carolina by an instrument in writing executed by Declarant, its successors and assigns.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

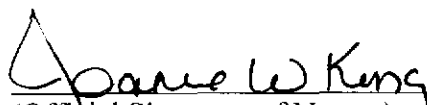
CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

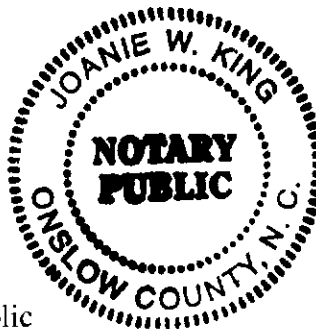
NORTH CAROLINA
COUNTY OF ONSLOW

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: MICHAEL G. TUTON

Date: October 1, 2007


(Official Signature of Notary)

Joanie W King, Notary Public
(Notary's printed or typed name)



(Official Seal)

My commission expires: 5-24-08

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "Final Plat VINEYARD POINTE at Carolina Forest " as recorded in Map Book 54, Page 39, Onslow County Registry.

DATA\CLIENT\HDC\CAROLINAFOREST\RC\RC AMD CARRIAGE RUN SF(021804)042604\022205dh
RM165
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