


 Doc ID: 004454510003 Type: CRP
 Recorded: 07/08/2008 at 11:52:56 AM
 Fee Amt: \$20.00 Page 1 of 3
 Onslow County, NC
 Maryland K. Washington Reg. of Deeds
BK 3094 PG 410-412

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

SUPPLEMENTAL DECLARATION
OF COVENANTS
CONDITIONS AND RESTRICTIONS
STERLING FARMS, PHASE II

WHEREAS, Ogden Highway, LLC (herein "Declarant"), a North Carolina Limited Liability Company, was the owner of certain real property in Onslow County, North Carolina, and is the developer of said property as a residential subdivision known generally as Sterling Farms, Phase I as shown on a plat recorded in Map Book 52 at Page 85 in the Onslow County Registry;

AND WHEREAS, Declarant is the fee simple owner of certain real property located in Onslow County known generally as Sterling Farms, Phase II as shown on a plat recorded in Map Book 52 at Page 85 in the Onslow County Registry and more specifically identified on a plat recorded in Map Book, 56 at Page 52 in the Onslow County Registry;

AND WHEREAS, Declarant has previously executed and recorded the Declaration of Covenants, Conditions, and Restrictions for Sterling Farms in Book 2782, Page 747 and the Amended Declaration of Covenants, Conditions, and Restrictions for Sterling Farms in Book 3086, Page 510-513 in the Onslow County Registry (herein "Declaration"), which contain covenants, conditions and restrictions applicable to the property described therein;

AND WHEREAS, for the purpose of clarification of the lands subject to the Declaration, Declarant declares that all of the Property in Sterling Farms, Phase II as shown on a plat recorded in Map Book 52 at Page 85 in the Onslow County Registry and more specifically identified on a plat recorded in Map Book 56 at Page 52 in the Onslow County Registry is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters set forth in the Declaration and in this Supplemental Declaration to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof; and which shall inure to the benefit of each owner thereof, for and during the time herein specified. Every party hereafter acquiring any Lot, or portion thereof, in the above-described Property, by acceptance of a deed conveying title thereto or by execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such Lot, shall accept such deed or contract subject to the Declaration and this Supplemental Declaration, as well as any additions or amendments hereto, and also subject to the jurisdiction, rights and powers of the Declarant, the Association, and their successors and assigns. Each grantee of any Lot subject to the Declaration and this Supplemental Declaration, by accepting the deed or contract thereto, shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarant, the Association, and with grantees and subsequent Owners of each of the Lots within the Subdivision, to keep, observe, comply with and perform said Declaration, this Supplemental Declaration, and any amendments thereto.

ARTICLE I

Permit

With regard to the Property described herein, the Declarant specifically adopts the provisions of Section 8.5 of the Declaration. The maximum built-upon area for each Lot is described on Exhibit A attached hereto.

This the 20th day of June, 2008.

DECLARANT

OGDEN HIGHWAY, LLC

By: *John Lare*
John Lare, Member/Manager

STATE OF NORTH CAROLINA

NEW HANOVER COUNTY

I, Bonnie M. Braudway, a Notary Public, certify that John Lare personally came before me this day and acknowledged that he is the Manager of Ogden Highway, LLC, and that he, as Manager is authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and seal, this the 20th day of June, 2008.

My Commission Expires: 8/16/12
B. Braudway

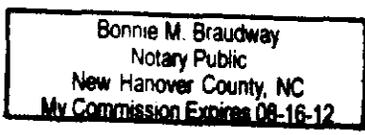


EXHIBIT A

Table of Maximum Built-Up Area

Lot #	Max BAU
LOT 204	5,763
LOT 205	4,868
LOT 206	8,095
LOT 207	7,318
LOT 208	5,581
LOT 209	4,661
LOT 210	4,042
LOT 211	6,654
LOT 212	5,866
LOT 213	4,949
LOT 214	4,032
LOT 215	3,750
LOT 216	4,277
LOT 217	3,749
LOT 218	3,201
LOT 219	3,200
LOT 220	3,200
LOT 221	3,200
LOT 385	6,026
LOT 386	3,594
LOT 387	3,594
LOT 388	3,603
LOT 389	3,600
LOT 390	3,600
LOT 391	3,600
LOT 392	3,600
LOT 393	3,596
LOT 394	3,569
LOT 395	3,513
LOT 396	3,428
LOT 397	3,317
LOT 399	5,491
LOT 400	3,200
LOT 401	3,200
LOT 402	3,200
LOT 403	3,200
LOT 404	3,200
LOT 405	3,200
LOT 406	3,200
LOT 407	3,200
LOT 408	3,200
LOT 409	3,200
LOT 410	3,208
LOT 411	4,045
LOT 412	3,707
LOT 413	4,230
LOT 414	5,330
LOT 415	6,571
LOT 416	3,682
LOT 417	4,866
LOT 418	4,728
LOT 419	3,200
LOT 420	3,200
LOT 421	3,411
LOT 422	3,608
LOT 423	3,502
LOT 424	3,200
LOT 425	4,399
LOT 426	4,162
LOT 427	4,518
LOT 428	5,305

Lot #	Max BAU
LOT 429	7,380
LOT 431	4,002
LOT 434	5,754
LOT 435	4,041
LOT 436	3,749
LOT 437	3,749
LOT 438	3,549
LOT 439	6,656
LOT 440	4,754
LOT 441	5,489
LOT 442	3,727
LOT 443	4,485
LOT 444	3,200
LOT 445	3,200
LOT 446	3,200
LOT 447	3,200
LOT 448	3,200
LOT 449	3,200
LOT 450	3,200
LOT 451	7,442
LOT 452	4,250
LOT 453	5,449
LOT 454	4,384
LOT 455	3,447
LOT 456	3,200
LOT 457	3,200
LOT 458	3,200
LOT 459	4,457
LOT 460	8,586
LOT 461	5,264
LOT 462	4,011
LOT 463	3,955
LOT 464	3,930
LOT 465	3,905
LOT 466	3,878
LOT 467	9,000
LOT 468	3,826
LOT 469	3,799
LOT 470	3,773
LOT 471	3,747
LOT 477	3,602
LOT 478	3,602
LOT 479	3,969
LOT 480	3,929
LOT 481	3,538