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Onslow County, NC  
Maryland K. Washington Reg. of Deeds

BK **3086** PG **510-513**

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
STERLING FARMS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR STERLING FARMS ("Amendment") made and entered into the  
20<sup>th</sup> day of ~~February~~ <sup>June</sup>, 2008, by and between OGDEN HIGHWAY, LLC (hereinafter  
"Declarant"); and ALL PROSPECTIVE PURCHASERS AND OWNERS of Lots within the  
Project known as Sterling Farms.

WITNESSETH:

WHEREAS, Declarant caused to be recorded that certain Declaration of  
Covenants, Conditions and Restrictions for Sterling Farms in Book 2782, at Page 747, in the  
office of the Register of Deeds of Onslow County (the "Declaration"). The capitalized terms set  
forth in this Amendment shall have the same meanings as set forth in the Declaration unless  
otherwise defined or the context shall otherwise prohibit; and,

WHEREAS, pursuant to Section 17.2 of Article 17 of the Declaration, Declarant  
may unilaterally amend the Declaration for any purpose during the Development Period, and,

WHEREAS, Declarant desires to amend the Declaration by adding additional  
provisions to the Declaration regarding the installation, operation, and maintenance of certain  
wastewater facilities.

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NOW, THEREFORE, Declarant, acting pursuant to the provisions of Article 17 of the Declaration, does hereby amend the Declaration as follows:

1. The following language is hereby added to the end of the first paragraph of Section 5.2:

"Specific responsibilities of Owner regarding the installation and maintenance of Grinder Pump Stations (as defined herein) are identified and described in Section 5.4 of this Declaration."

2. Section 5.4 is hereby added as follows:

"5.4 Installation and Upkeep of Grinder Pump Stations. Wastewater grinder pump stations ("Grinder Pump Stations") approved by Aqua North Carolina, Inc. , its designees ("Aqua"), and the North Carolina Division of Water Quality ("DWA") shall be installed and maintained as follows:

(a) The original Owner of each Lot, other than Declarant, served by a pressure wastewater main shall install a standardized wastewater connection valve box at the boundary of the Lot, or street right of way line on such Lot with a service line feeding to a pressure collection system.

(b) Each Lot in the Sterling Farms served by a pressure wastewater main shall have a standardized Grinder Pump Station, the design of which must be completed by the Lot Owner's engineer and must be preapproved by Aqua or its designee, and DWQ.

(c) Upon the first request for service at each residential Lot, Aqua shall provide the Owner with a list of approved outside contractors for Grinder Pump Station installation.

(d) Each original Lot Owner, other than Declarant, shall coordinate the installation of the Grinder Pump Station with an approved contractor and shall be required to pay the contractor installing the Grinder Pump Station for the entire cost of the installation of the Grinder Pump Station, including labor and equipment costs and inspection fees. None of the fees for the installation of the Grinder Pump Stations shall be paid to Aqua.

(e) Each Grinder Pump Station shall be owned by Aqua and Aqua shall be responsible for the Upkeep of such Grinder Pump Station. Aqua may apply to the appropriate commission for approval of a surcharge to recover the cost of Upkeep of the Grinder Pump Stations and Aqua is hereby granted a utility and access easement to each Grinder Pump Station for such Upkeep.

(f) Should any person place into the Grinder Pump System any materials or objects that interfere with the operation of the Grinder Pump Station, Aqua may charge and collect from the Lot Owner the actual cost of the repairs and/or replacement of the Grinder Pump Station.

(g) Aqua shall not be responsible for providing power for the Grinder Pump Stations, which will be provided through the Lot Owner's individual electric service. Aqua shall not reimburse Lot Owners for any portion of their electric bill. Aqua shall not be responsible for providing an emergency generator when there are power outages, nor shall there be any liability to Aqua should a portable generator not be connected to the Grinder Pump Station during a power outage.

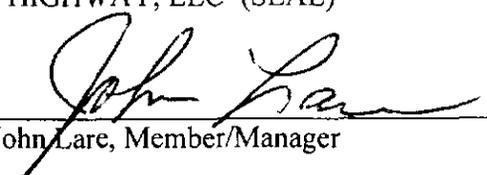
(h) Declarant shall use commercially reasonable efforts to ensure that the employees, contractors, subcontractors and builders under its control do not break or damage the Grinder Pump Stations, service lines or connection valve boxes."

3. Section 13.9 is hereby added as follows:

"13.9 Easement for Upkeep of Grinder Pump Stations. An easement to Aqua for the Upkeep of the Grinder Pump Stations is described in detail in Section 5.4(e) of this Declaration."

IN TESTIMONY WHEREOF, Declarant has caused this Amendment to be executed in such form as to be binding, all by authority duly given, this the day and year first above written.

OGDEN HIGHWAY, LLC (SEAL)

By:  (SEAL)  
John Lare, Member/Manager

New Hanover COUNTY  
NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose(s) stated therein, in the capacity indicated, and having been first authorized to do so:  
John Lare, a Member/Manager of Ogden Highway, LLC.

Date June 20, 2008

B. Braudway  
Signature of Notary Public

My commission expires: 8/16/12

(Official Seal)



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