

DRAWN BY AND MAIL TO:
 Brandon G. Bordeaux, Esq.
 Parker, Poe, Adams & Bernstein L.L.P.
 P.O. Box 389
 Raleigh, NC 27602-0389

STATE OF NORTH CAROLINA
 COUNTY OF DUPLIN

SUPPLEMENTARY DECLARATION
 OF COVENANTS, CONDITIONS AND
 RESTRICTIONS REGARDING LEGACY
 LAKES, LEGACY WOODS AND FIREFLY
 MEADOW PHASE III

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING LEGACY LAKES, LEGACY WOODS AND FIREFLY MEADOW III (this "Supplementary Declaration") is made this 14th day of March, 2002, by DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation ("Declarant").

STATEMENT OF PURPOSE

A. Declarant filed that Second Amendment to and Restatement of Covenants and Master Declaration in Book 1275, Page 612, in the Office of the Register of Deeds for Duplin County, North Carolina (as supplemented and amended, the "Restated Declaration"). The terms used in this Supplementary Declaration not otherwise defined herein shall have the same meaning as set forth in the Restated Declaration.

B. Article 2, Section 2 of the Restated Declaration provides that Declarant may cause additional real property to be made subject to the operation and effect of the Restated Declaration and the jurisdiction of the Association by filing in the Office of the Register of Deeds for Duplin County, North Carolina, a Supplementary Declaration containing a statement by Declarant of its intent to extend the operation and effect of the Restated Declaration to additional real property, referencing therein a plat showing such additional real property, and including such complimentary additions to and modifications of the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens contained in the Restated Declaration as are not inconsistent with the provisions of the Restated Declaration.

C. Declarant desires to bring within the operation and effect of the Restated Declaration and the jurisdiction of the Association the additional real property designated as (1) Lots numbered 674 through 713 of Legacy Lakes at River Landing, together with the roads and Common Area adjacent to such Lots, all as shown on that plat entitled "Legacy Lakes at River Landing," by Manley D. Carr, P.L.S., Robert H. Goslee & Associates, P.A., dated MARCH 14, 2002, and recorded in Map Book 17, Page 161468 in the Office of the Register of Deeds for Duplin County, North Carolina ("Legacy Lakes"); (2) Lots numbered 723

through 767 of Legacy Woods at River Landing, together with the roads and Common Area adjacent to such Lots, all as shown on that plat entitled "Legacy Woods at River Landing" by Manley D. Carr, P.L.S., Robert H. Goslee & Associates, P.A., dated MARCH 14, 2002, and recorded in Map Book 17, Page 165, in the Office of the Register of Deeds for Duplin County, North Carolina ("Legacy Woods"), and (3) Lots numbered 670 through 673 and Lots 714 and 715 of Firefly Meadow III at River Landing, together with the roads and Common Area adjacent to such Lots, all as shown on that plat entitled "Firefly Meadow Phase III, Section 1 at River Landing" by Manley D. Carr, P.L.S., Robert H. Goslee & Associates, P.A., dated MARCH 14, 2002, and recorded in Map Book 17, Page 163, in the Office of the Register of Deeds for Duplin County, North Carolina, and Lots numbered 716 through 722 of Firefly Meadow III at River Landing, together with the roads and Common Area adjacent to such Lots, all as shown on that plat entitled "Firefly Meadow Phase III, Section 2 at River Landing" by Manley D. Carr, P.L.S., Robert H. Goslee & Associates, P.A., dated MARCH 14, 2002, and recorded in Map Book 17, Page 164, in the Office of the Register of Deeds for Duplin County, North Carolina (Lots 670-673, 714-722 are collectively, "Firefly Meadow III") (said Lots of Legacy Lakes, Legacy Woods and Firefly Meadow III are collectively, the "Additional Property").

NOW, THEREFORE, Declarant, by this Supplementary Declaration, declares that:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated herein by reference.
2. **Additional Property made subject to the Restated Declaration.** The Additional Property shall be held, sold, conveyed, and used subject to the Restated Declaration and this Supplementary Declaration, the provisions of which shall run with the title to the Additional Property and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Additional Property, or any part thereof, their heirs, personal representatives, successors and assigns.
3. **Setbacks.** Any setbacks shown on any recorded plats of the Additional Property shall take precedence over and be superior to any conflicting setbacks elsewhere than on said plats.
4. **Central Sewer System.** No private sewage disposal system, including, without limitation, septic tanks, may be installed or maintained on any Lot within the Additional Property unless the central sewer system serving the Development has not been installed adjacent to said Lot and made available to said Lot, in which case a private sewer system approved by the ASC may be installed on said Lot at said Lot Owner's sole expense to provide service to said Lot only. Once the central sewer system serving the Development is made available adjacent to said Lot, the Lot Owner must disconnect the private sewer system and connect to and use the central sewer system only. All Owners shall pay the regular fees and charges to the utility providing sewer service. Should an Owner fail for fifteen (15) days after notice of its delinquency to pay the sewer bill, the Person(s) (including any municipality, other governmental authorities, utility,

or the Association or an applicable Additional Association, as the case may be) providing the sewer service may discontinue the sewer service to said Owner and deny reconnection until the delinquent bill and reconnection fee are paid.

5. Covenants remaining in full force and effect. All controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens established by and contained in the Restated Declaration shall remain in full force and effect as supplemented hereby and shall apply to the property described therein in addition to the Additional Property.

IN WITNESS WHEREOF, Declarant has caused this Supplementary Declaration to be duly executed effective the day and year first above written.

DUPLIN LAND DEVELOPMENT, INC.,
a North Carolina Corporation

By: [Signature]
Kevin A. Hine, Vice President

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, a Notary Public of the County and State aforesaid, certify that Kevin A. Hine personally appeared before me this day and acknowledged that he is Vice President of **DUPLIN LAND DEVELOPMENT, INC.**, a North Carolina corporation, and that he, as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

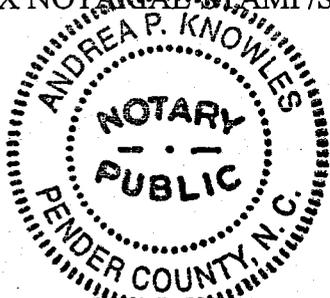
WITNESS my hand and official stamp or seal, this 13th day of March, 2002.

[Signature]
Print Name: Andrea P. Knowles
Notary Public

My Commission Expires:

April 15, 2002

[AFFIX NOTARIAL STAMP/SEAL]



*Handed
manley Davis Car*

NORTH CAROLINA, Duplin County
The foregoing or annexed certificate... of Andrea P. Knowles, VP

This Instrument duly recorded and verified, this 13th day of March, 2002 is/are certified to be correct
at 12:20 o'clock P M. in the Book and Page shown on the first page hereof.
DAVIS H. BRINSON, Register of Deeds By [Signature]

*20 w
3*

DRAWN BY AND MAIL TO:
Brandon G. Bordeaux, Esq.
Parker, Poe, Adams & Bernstein L.L.P.
P.O. Box 389
Raleigh, NC 27602-0389

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

**SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS REGARDING
LEGACY OAKS**

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING LEGACY OAKS (this "Supplementary Declaration") is made this 14th day of August, 2002, by **DUPLIN LAND DEVELOPMENT, INC.**, a North Carolina corporation ("Declarant").

STATEMENT OF PURPOSE

A. Declarant filed that Second Amendment to and Restatement of Covenants and Master Declaration in Book 1275, Page 612, in the Office of the Register of Deeds for Duplin County, North Carolina (as supplemented and amended, the "Restated Declaration"). The terms used in this Supplementary Declaration not otherwise defined herein shall have the same meaning as set forth in the Restated Declaration.

B. Article 2, Section 2 of the Restated Declaration provides that Declarant may cause additional real property to be made subject to the operation and effect of the Restated Declaration and the jurisdiction of the Association by filing in the Office of the Register of Deeds for Duplin County, North Carolina, a Supplementary Declaration containing a statement by Declarant of its intent to extend the operation and effect of the Restated Declaration to additional real property, referencing therein a plat showing such additional real property, and including such complimentary additions to and modifications of the controls, covenants,

conditions, restrictions, easements, development guidelines, charges, and liens contained in the Restated Declaration as are not inconsistent with the provisions of the Restated Declaration.

C. Declarant desires to bring within the operation and effect of the Restated Declaration and the jurisdiction of the Association the additional real property designated as Lots numbered 768 through 783 of Legacy Oaks at River Landing, together with the roads and Common Area adjacent to such Lots, all as shown on that plat entitled "Legacy Oaks at River Landing for Duplin Land Development, Inc.," by Manley D. Carr, P.L.S., Robert H. Goslee & Associates, P.A., dated August 6, 2002, and recorded in Map Book 18, Page 13, in the Office of the Register of Deeds for Duplin County, North Carolina ("Legacy Oaks") (said Lots of Legacy Oaks at River Landing are the "Additional Property").

NOW, THEREFORE, Declarant, by this Supplementary Declaration, declares that:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated herein by reference.
2. **Additional Property made subject to the Restated Declaration.** The Additional Property shall be held, sold, conveyed, and used subject to the Restated Declaration and this Supplementary Declaration, the provisions of which shall run with the title to the Additional Property and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Additional Property, or any part thereof, their heirs, personal representatives, successors and assigns.
3. **Setbacks.** Any setbacks shown on any recorded plats of the Additional Property shall take precedence over and be superior to any conflicting setbacks elsewhere than on said plats.
4. **Central Sewer System.** No private sewage disposal system, including, without limitation, septic tanks, may be installed or maintained on any Lot within the Additional Property unless the central sewer system serving the Development has not been installed adjacent to said Lot and made available to said Lot, in which case a private sewer system approved by the ASC may be installed on said Lot at said Lot Owner's sole expense to provide service to said Lot only. Once the central sewer system serving the Development is made available adjacent to said Lot, the Lot Owner must disconnect the private sewer system and connect to and use the central sewer system only. All Owners shall pay the regular fees and charges to the utility providing sewer service. Should an Owner fail for fifteen (15) days after notice of its delinquency to pay the sewer bill, the Person(s) (including any municipality, other governmental authorities, utility, or the Association or an applicable Additional Association, as the case may be) providing the sewer service may discontinue the sewer service to said Owner and deny reconnection until the delinquent bill and reconnection fee are paid.
5. **Covenants remaining in full force and effect.** All controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens established by and contained in the Restated Declaration shall remain in full force and effect as supplemented hereby and shall apply to the property described therein in addition to the Additional Property.

IN WITNESS WHEREOF, Declarant has caused this Supplementary Declaration to be duly executed effective the day and year first above written.

**DUPLIN LAND DEVELOPMENT, INC.,
a North Carolina Corporation**

By: [Signature]
Kevin A. Hine, Vice President

STATE OF NORTH CAROLINA
COUNTY OF PENDER

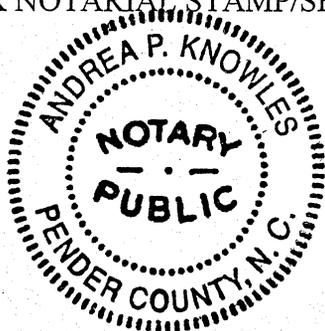
I, a Notary Public of the County and State aforesaid, certify that Kevin A. Hine personally appeared before me this day and acknowledged that he is Vice President of **DUPLIN LAND DEVELOPMENT, INC.**, a North Carolina corporation, and that he, as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official stamp or seal, this 14 day of August, 2002.

[Signature]
Print Name: Andrea P. Knowles
Notary Public

My Commission Expires:

April 15, 2007
[AFFIX NOTARIAL STAMP/SEAL]



NORTH CAROLINA, Duplin County

The foregoing or annexed certificate... of Andrea P. Knowles, VP

This Instrument duly recorded and verified, this 14 day of Aug, 2002, is/are certified to be correct at 1:58 o'clock P M. in the Book and Page shown on the first page hereof.

DAVIS H. BRINSON, Register of Deeds

By: [Signature]
Deputy / Assistant Register of Deeds

Norley Carr
285-4210 2002

RECORDED *9*

03 JUN 18 AM 10:16

DAVIS H. BRINSON
REGISTER OF DEEDS
DUPLIN COUNTY, N.C.

2003

DRAWN BY AND MAIL TO:
Brandon G. Bordeaux, Esq.
Parker, Poe, Adams & Bernstein L.L.P.
P.O. Box 389
Raleigh, NC 27602-0389

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS REGARDING
SYCAMORE FOREST, SYCAMORE
GLENN AND LEGACY WOODS, PHASE 2

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING SYCAMORE FOREST, SYCAMORE GLENN AND LEGACY WOODS, PHASE 2 (this "Supplementary Declaration") is made this 17th day of June, 2003, by DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation ("Declarant").

STATEMENT OF PURPOSE

A. Declarant filed that Second Amendment to and Restatement of Covenants and Master Declaration in Book 1275, Page 612, in the Office of the Register of Deeds for Duplin County, North Carolina (the "Registry") (as supplemented and amended, the "Restated Declaration"). The terms used in this Supplementary Declaration not otherwise defined herein shall have the same meaning as set forth in the Restated Declaration.

B. Article 2, Section 2 of the Restated Declaration provides that Declarant may cause additional real property to be made subject to the operation and effect of the Restated Declaration and the jurisdiction of the Association by filing in the Registry a Supplementary Declaration containing a statement by Declarant of its intent to extend the operation and effect of the Restated Declaration to additional real property, referencing therein a plat showing such additional real property, and including such complimentary additions to and modifications of the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens contained in the Restated Declaration as are not inconsistent with the provisions of the Restated Declaration.

C. Declarant desires to bring within the operation and effect of the Restated Declaration and the jurisdiction of the Association the additional real property designated as (1) Lots numbered 819 through 839 and 846 through 879 of Sycamore Forest at River Landing, together with the roads and Common Area adjacent to such Lots, all as shown on that plat entitled "Sycamore Forest at River Landing" for Duplin Land Development, Inc., by Manley D. Carr, P.L.S., Robert H. Goslee & Associates, P.A., dated May 23, 2003, and recorded in Map Book 12, Pages 181 and 182, in the Registry ("Sycamore Forest"); (2) Lots numbered 880 through 923 of Sycamore Glenn at River Landing, together with the roads and Common Area adjacent to such Lots, all as shown on that plat entitled "Sycamore Glenn at River Landing" for Duplin Land Development, Inc., by Manley D. Carr, P.L.S., Robert H. Goslee & Associates, P.A., dated May 23, 2003, and recorded in Map Book 16, Pages 183 and 184, in the Registry ("Sycamore Glenn"); and (3) Lots numbered 784 through 787 and 812 through 818 of

Legacy Woods, Phase 2 at River Landing, together with the roads and Common Area adjacent to such Lots, all as shown on that plat entitled "Legacy Woods, Phase 2 at River Landing" for Duplin Land Development, Inc., by Manley D. Carr, P.L.S., Robert H. Goslee & Associates, P.A., dated May 15, 2003, and recorded in Map Book ~~10~~, Page ~~105~~, in the Registry ("Legacy Woods II") (said Lots of Sycamore Forest, Sycamore Glenn, and Legacy Woods II are collectively referred to herein as the "Additional Property").

D. Declarant previously recorded a Supplementary Declaration Of Covenants, Conditions And Restrictions Regarding Sycamore Forest, Sycamore Glenn And Legacy Woods, Phase 2 at Book 1437, Page 373, in the Registry (the "Initial Supplementary Declaration").

NOW, THEREFORE, Declarant, by this Supplementary Declaration, declares that:

1. Incorporation of Recitals. The above-stated recitals are incorporated herein by reference.

2. Additional Property made subject to the Restated Declaration. The Additional Property shall be held, sold, conveyed, and used subject to the Restated Declaration and this Supplementary Declaration, the provisions of which shall run with the title to the Additional Property and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Additional Property, or any part thereof, their heirs, personal representatives, successors and assigns.

3. Setbacks. Any setbacks shown on any recorded plats of the Additional Property shall take precedence over and be superior to any conflicting setbacks elsewhere than on said plats.

4. Central Sewer System. No private sewage disposal system, including, without limitation, septic tanks, may be installed or maintained on any Lot within the Additional Property unless the central sewer system serving the Development has not been installed adjacent to said Lot and made available to said Lot, in which case a private sewer system approved by the ASC may be installed on said Lot at said Lot Owner's sole expense to provide service to said Lot only. Once the central sewer system serving the Development is made available adjacent to said Lot, the Lot Owner must disconnect the private sewer system and connect to and use the central sewer system only. All Owners shall pay the regular fees and charges to the utility providing sewer service. Should an Owner fail for fifteen (15) days after notice of its delinquency to pay the sewer bill, the Person(s) (including any municipality, other governmental authorities, utility, or the Association or an applicable Additional Association, as the case may be) providing the sewer service may discontinue the sewer service to said Owner and deny reconnection until the delinquent bill and reconnection fee are paid.

5. Covenants remaining in full force and effect. All controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens established by and contained in the Restated Declaration shall remain in full force and effect as supplemented hereby and shall apply to the property described therein in addition to the Additional Property. Notwithstanding the foregoing, this Supplementary Declaration supersedes and replaces in its entirety the Initial Supplementary Declaration.

IN WITNESS WHEREOF, Declarant has caused this Supplementary Declaration to be duly executed effective the day and year first above written.

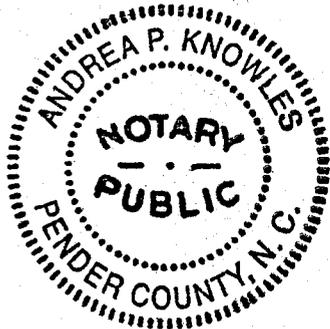
DUPLIN LAND DEVELOPMENT, INC.,
a North Carolina Corporation

By: [Signature]
Kevin A. Hine, Vice President

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, a Notary Public of the County and State aforesaid, certify that Kevin A. Hine personally appeared before me this day and acknowledged that he is Vice President of DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation, and that he, as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official stamp or seal, this 17th day of June, 2003.



[Signature]
Print Name: Andrea P. Knowles
Notary Public

My Commission Expires:
April 15, 2007
[AFFIX NOTARIAL STAMP/SEAL]

NORTH CAROLINA, Duplin County
The foregoing or annexed certificate... of Andrea P. Knowles, NP

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

DAVIS H. BRINSON, Register of Deeds

By [Signature]
Deputy / Assistant Register of Deeds

Recorded and verified:

Handed Davis Can

RECORDED

04 MAY 20 PM 12:39

DAVIS H. BRINSON
REGISTER OF DEEDS
DUPLIN COUNTY, N.C.

AM

③ \$20.00

DRAWN BY AND MAIL TO:
Brandon G. Bordeaux, Esq.
Parker, Poe, Adams & Bernstein L.L.P.
P.O. Box 389
Raleigh, NC 27602-0389

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS REGARDING
RIVER RIDGE, PHASE 2

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING RIVER RIDGE, PHASE 2 (this "Supplementary Declaration") is made this 20th day of May, 2004, by DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation ("Declarant").

STATEMENT OF PURPOSE

A. Declarant filed that Second Amendment to and Restatement of Covenants and Master Declaration in Book 1275, Page 612, in the Office of the Register of Deeds for Duplin County, North Carolina (as supplemented and amended, the "Restated Declaration"). The terms used in this Supplementary Declaration not otherwise defined herein shall have the same meaning as set forth in the Restated Declaration.

B. Article 2, Section 2 of the Restated Declaration provides that Declarant may cause additional real property to be made subject to the operation and effect of the Restated Declaration and the jurisdiction of the Association by filing in the Office of the Register of Deeds for Duplin County, North Carolina, a Supplementary Declaration containing a statement by Declarant of its intent to extend the operation and effect of the Restated Declaration to additional real property, referencing therein a plat showing such additional real property, and including such complimentary additions to and modifications of the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens contained in the Restated Declaration as are not inconsistent with the provisions of the Restated Declaration.

C. Declarant desires to bring within the operation and effect of the Restated Declaration and the jurisdiction of the Association the additional real property designated as Lots numbered 606 through 621 of River Ridge, Phase 2, together with the roads and Common Area adjacent to such Lots, all as shown on that plat recorded in Map Book 19, Page 274, in the Office of the Register of Deeds for Duplin County, North Carolina ("River Ridge, Phase 2") (said Lots of River Ridge, Phase 2, the "Additional Property").

NOW, THEREFORE, Declarant, by this Supplementary Declaration, declares that:

1. Incorporation of Recitals. The above-stated recitals are incorporated herein by reference.
2. Additional Property made subject to the Restated Declaration. The Additional Property shall be held, sold, conveyed, and used subject to the Restated Declaration and this Supplementary Declaration, the provisions of which shall run with the title to the Additional Property and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Additional Property, or any part thereof, their heirs, personal representatives, successors and assigns.
3. Setbacks. Any setbacks shown on any recorded plats of the Additional Property shall take precedence over and be superior to any conflicting setbacks elsewhere than on said plats.
4. Central Sewer System. No private sewage disposal system, including, without limitation, septic tanks, may be installed or maintained on any Lot within the Additional Property unless the central sewer system serving the Development has not been installed adjacent to said Lot and made available to said Lot, in which case a private sewer system approved by the ASC may be installed on said Lot at said Lot Owner's sole expense to provide service to said Lot only. Once the central sewer system serving the Development is made available adjacent to said Lot, the Lot Owner must disconnect the private sewer system and connect to and use the central sewer system only. All Owners shall pay the regular fees and charges to the utility providing sewer service. Should an Owner fail for fifteen (15) days after notice of its delinquency to pay the sewer bill, the Person(s) (including any municipality, other governmental authorities, utility, or the Association or an applicable Additional Association, as the case may be) providing the sewer service may discontinue the sewer service to said Owner and deny reconnection until the delinquent bill and reconnection fee are paid.
5. Covenants remaining in full force and effect. All controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens established by and contained in the Restated Declaration shall remain in full force and effect as supplemented hereby and shall apply to the property described therein in addition to the Additional Property.

IN WITNESS WHEREOF, Declarant has caused this Supplementary Declaration to be duly executed effective the day and year first above written.

DUPLIN LAND DEVELOPMENT, INC.,

a North Carolina Corporation

By: [Signature]
Kevin A. Hine, Vice-President

STATE OF NORTH CAROLINA
COUNTY OF Duplin

I, a Notary Public of the County and State aforesaid, certify that ^{vice-}Kevin A. Hine personally appeared before me this day and acknowledged that he is ^{vice-}President of DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

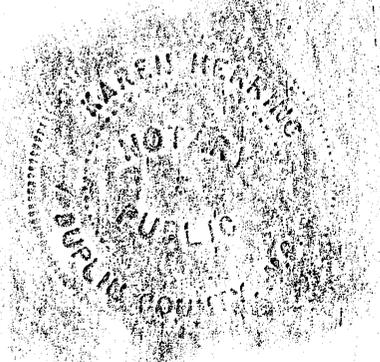
WITNESS my hand and official stamp or seal, this 20 day of May, 2004.

Karen Herring
Print Name: Karen Herring
Notary Public

My Commission Expires:

8-25-06

[AFFIX NOTARIAL STAMP/SEAL]



Handed
to
Honley Carr
(910) 285-4210

NORTH CAROLINA, Duplin County
The foregoing or annexed certificate... of Karen Herring, NIP

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

DAVIS H. BRINSON, Register of Deeds

By: [Signature]
Deputy / ~~Assistant~~ Register of Deeds

Recorded and verified:

g

RECORDED

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DAVIS H. DRINSON
REGISTER OF DEEDS
DUPLIN COUNTY, N.C.

2003

DRAWN BY AND MAIL TO:
Brandon G. Bordeaux, Esq.
Parker, Poe, Adams & Bernstein L.L.P.
P.O. Box 389
Raleigh, NC 27602-0389

STATE OF NORTH CAROLINA

COUNTY OF DUPLIN

SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS REGARDING
RED BERRY, PHASE 2 AND SYCAMORE
GLENN, PHASE 2

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING RED BERRY, PHASE 2 AND SYCAMORE GLENN, PHASE 2 (this "Supplementary Declaration") is made this 31st day of August, 2004, by DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation ("Declarant").

STATEMENT OF PURPOSE

A. Declarant filed that Second Amendment to and Restatement of Covenants and Master Declaration in Book 1275, Page 612, in the Office of the Register of Deeds for Duplin County, North Carolina (as supplemented and amended, the "Restated Declaration"). The terms used in this Supplementary Declaration not otherwise defined herein shall have the same meaning as set forth in the Restated Declaration.

B. Article 2, Section 2 of the Restated Declaration provides that Declarant may cause additional real property to be made subject to the operation and effect of the Restated Declaration and the jurisdiction of the Association by filing in the Office of the Register of Deeds for Duplin County, North Carolina, a Supplementary Declaration containing a statement by Declarant of its intent to extend the operation and effect of the Restated Declaration to additional real property, referencing therein a plat showing such additional real property, and including such complimentary additions to and modifications of the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens contained in the Restated Declaration as are not inconsistent with the provisions of the Restated Declaration.

C. Declarant desires to bring within the operation and effect of the Restated Declaration and the jurisdiction of the Association the additional real property designated as Lots numbered 622 through 631 of Red Berry, Phase 2, together with the roads and Common Area adjacent to such Lots, all as shown on that plat recorded in Map Book 19, Page 374, in the Office of the Register of Deeds for Duplin County, North Carolina ("Red Berry, Phase 2"), and Lots numbered 924 through 945 of Sycamore Glenn, Phase 2, together with the roads and Common Area adjacent to such Lots, all as shown on that plat recorded in Map Book 19, Page 375 ~~376~~, in the Office of the Register of Deeds for Duplin County, North Carolina ("Sycamore Glenn, Phase 2") (said Lots of Red Berry, Phase 2 and Sycamore Glenn, Phase 2 are collectively the "Additional Property").

NOW, THEREFORE, Declarant, by this Supplementary Declaration, declares that:

1. Incorporation of Recitals. The above-stated recitals are incorporated herein by reference.
2. Additional Property made subject to the Restated Declaration. The Additional Property shall be held, sold, conveyed, and used subject to the Restated Declaration and this Supplementary Declaration, the provisions of which shall run with the title to the Additional Property and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Additional Property, or any part thereof, their heirs, personal representatives, successors and assigns.
3. Setbacks. Any setbacks shown on any recorded plats of the Additional Property shall take precedence over and be superior to any conflicting setbacks elsewhere than on said plats.
4. Central Sewer System. No private sewage disposal system, including, without limitation, septic tanks, may be installed or maintained on any Lot within the Additional Property unless the central sewer system serving the Development has not been installed adjacent to said Lot and made available to said Lot, in which case a private sewer system approved by the ASC may be installed on said Lot at said Lot Owner's sole expense to provide service to said Lot only. Once the central sewer system serving the Development is made available adjacent to said Lot, the Lot Owner must disconnect the private sewer system and connect to and use the central sewer system only. All Owners shall pay the regular fees and charges to the utility providing sewer service. Should an Owner fail for fifteen (15) days after notice of its delinquency to pay the sewer bill, the Person(s) (including any municipality, other governmental authorities, utility, or the Association or an applicable Additional Association, as the case may be) providing the sewer service may discontinue the sewer service to said Owner and deny reconnection until the delinquent bill and reconnection fee are paid.
5. Covenants remaining in full force and effect. All controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens established by and contained in the Restated Declaration shall remain in full force and effect as supplemented hereby and shall apply to the property described therein in addition to the Additional Property.

IN WITNESS WHEREOF, Declarant has caused this Supplementary Declaration to be duly executed effective the day and year first above written.

DUPLIN LAND DEVELOPMENT, INC.,
a North Carolina Corporation

By: [Signature]
Kevin A. Hine, Vice President

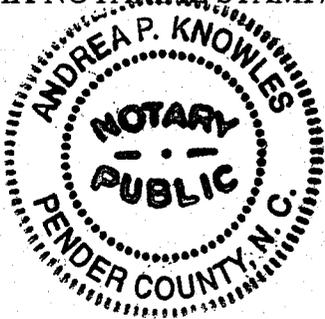
STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, a Notary Public of the County and State aforesaid, certify that Kevin A. Hine personally appeared before me this day and acknowledged that he is Vice President of DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation, and that he, as ^{vice} President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official stamp or seal, this 31 day of August, 2004.

[Signature]
Print Name: Andrea P. Knowles
Notary Public

My Commission Expires:
April 15, 2007
[AFFIX NOTARIAL STAMP/SEAL]



NORTH CAROLINA, Duplin County
The foregoing or annexed certificate... of Andrea P. Knowles, DP

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

DAVIS H. BRINSON, Register of Deeds

By: [Signature]
~~Deputy~~ Assistant Register of Deeds

Recorded and verified:

[Handwritten Signature]

[Handwritten mark]

RECORDED

04 SEP -1 AM 11:52

DAVIS H. BRINSON
REGISTER OF DEEDS
DUPLIN COUNTY, N.C.

2004

DRAWN BY AND MAIL TO:
Brandon G. Bordeaux, Esq.
Parker, Poe, Adams & Bernstein L.L.P.
P.O. Box 389
Raleigh, NC 27602-0389

STATE OF NORTH CAROLINA

COUNTY OF DUPLIN

SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS REGARDING
RIVERSTONE

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING RIVERSTONE (this "Supplementary Declaration") is made this 31st day of August, 2004, by DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation ("Declarant").

STATEMENT OF PURPOSE

A. Declarant filed that Second Amendment to and Restatement of Covenants and Master Declaration in Book 1275, Page 612, in the Office of the Register of Deeds for Duplin County, North Carolina (as supplemented and amended, the "Restated Declaration"). The terms used in this Supplementary Declaration not otherwise defined herein shall have the same meaning as set forth in the Restated Declaration.

B. Article 2, Section 2 of the Restated Declaration provides that Declarant may cause additional real property to be made subject to the operation and effect of the Restated Declaration and the jurisdiction of the Association by filing in the Office of the Register of Deeds for Duplin County, North Carolina, a Supplementary Declaration containing a statement by Declarant of its intent to extend the operation and effect of the Restated Declaration to additional real property, referencing therein a plat showing such additional real property, and including such complimentary additions to and modifications of the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens contained in the Restated Declaration as are not inconsistent with the provisions of the Restated Declaration.

C. Declarant desires to bring within the operation and effect of the Restated Declaration and the jurisdiction of the Association the additional real property designated as Lots numbered RS1 through RS70 of RiverStone, together with the roads and Common Area adjacent to such Lots, all as shown on that plat recorded in Map Book 19, Pages 370-373, in the Office of the Register of Deeds for Duplin County, North Carolina ("RiverStone") (said Lots of RiverStone are collectively the "Additional Property").

NOW, THEREFORE, Declarant, by this Supplementary Declaration, declares that:

1. Incorporation of Recitals. The above-stated recitals are incorporated herein by reference.
2. Additional Property made subject to the Restated Declaration. The Additional Property shall be held, sold, conveyed, and used subject to the Restated Declaration and this Supplementary Declaration, the provisions of which shall run with the title to the Additional Property and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Additional Property, or any part thereof, their heirs, personal representatives, successors and assigns.
3. Setbacks. Any setbacks shown on any recorded plat(s) of the Additional Property, including, without limitation, that sixty (60) foot setback from the Cape Fear River, shall take precedence over and be superior to any conflicting setbacks elsewhere than on said plat(s).
4. Central Sewer System. No private sewage disposal system, including, without limitation, septic tanks, may be installed or maintained on any Lot within the Additional Property unless the central sewer system serving the Development has not been installed adjacent to said Lot and made available to said Lot, in which case a private sewer system meeting all local, state and federal laws, rules and regulations and those rules and regulations promulgated by the ASC and expressly approved by the ASC, such approval being in the ASC's discretion, may be installed on said Lot at said Lot Owner's sole expense to provide service to said Lot only. Once the central sewer system serving the Development is made available adjacent to said Lot, the Lot Owner must disconnect the private sewer system and connect to and use only the central sewer system pursuant to the use of a "grinder pump," with Owner being responsible for all costs, fees and expenses incurred in such disconnection and connection, including, without limitation, the cost of the grinder pump. All Owners shall pay the regular fees and charges to the utility providing sewer service. Should an Owner fail for fifteen (15) days after notice of its delinquency to pay the sewer bill, the Person(s) (including any municipality, other governmental authorities, utility, or the Association or an applicable Additional Association, as the case may be) providing the sewer service may discontinue the sewer service to said Owner and deny reconnection until the delinquent bill and reconnection fee are paid.
5. Covenants remaining in full force and effect. All controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens established by and contained in the Restated Declaration shall remain in full force and effect as supplemented hereby and shall apply to the property described therein in addition to the Additional Property.

IN WITNESS WHEREOF, Declarant has caused this Supplementary Declaration to be duly executed effective the day and year first above written.

DUPLIN LAND DEVELOPMENT, INC.,
a North Carolina Corporation

By: [Signature]
Kevin A. Hine, Vice President

STATE OF NORTH CAROLINA
COUNTY OF PENDER

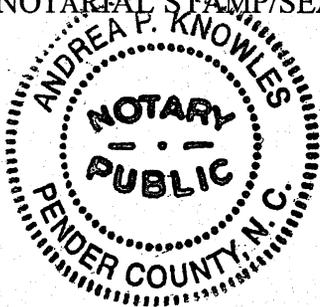
I, a Notary Public of the County and State aforesaid, certify that Kevin A. Hine personally appeared before me this day and acknowledged that he is Vice President of DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation, and that he, as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official stamp or seal, this 31 day of August, 2004.

[Signature]
Print Name: Andrea P. Knowles
Notary Public

My Commission Expires:

April 15, 2007
[AFFIX NOTARIAL STAMP/SEAL]



NORTH CAROLINA, Duplin County
The foregoing or annexed certificate... of

Andrea P. Knowles, NP

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

DAVIS H. BRINSON, Register of Deeds

By [Signature]
~~Deputy~~ / Assistant Register of Deeds

Recorded and verified:

Handed Davis Carr
3

RECORDED

04 OCT 20 AM 11:51

DAVIS H. BRINSON
REGISTER OF DEEDS
DUPLIN COUNTY, N.C.

2003

DRAWN BY AND MAIL TO:
Brandon G. Bordeaux, Esq.
Parker, Poe, Adams & Bernstein L.L.P.
P.O. Box 389
Raleigh, NC 27602-0389

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS REGARDING
RIVER RIDGE, PHASE 3

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING RIVER RIDGE, PHASE 3 (this "Supplementary Declaration") is made this 19th day of October, 2004, by DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation ("Declarant").

STATEMENT OF PURPOSE

A. Declarant filed that Second Amendment to and Restatement of Covenants and Master Declaration in Book 1275, Page 612, in the Office of the Register of Deeds for Duplin County, North Carolina (as supplemented and amended, the "Restated Declaration"). The terms used in this Supplementary Declaration not otherwise defined herein shall have the same meaning as set forth in the Restated Declaration.

B. Article 2, Section 2 of the Restated Declaration provides that Declarant may cause additional real property to be made subject to the operation and effect of the Restated Declaration and the jurisdiction of the Association by filing in the Office of the Register of Deeds for Duplin County, North Carolina, a Supplementary Declaration containing a statement by Declarant of its intent to extend the operation and effect of the Restated Declaration to additional real property, referencing therein a plat showing such additional real property, and including such complimentary additions to and modifications of the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens contained in the Restated Declaration as are not inconsistent with the provisions of the Restated Declaration.

C. Declarant desires to bring within the operation and effect of the Restated Declaration and the jurisdiction of the Association the additional real property designated as Lots numbered RR1 through RR21 of River Ridge, Phase 3, together with the roads and Common Area adjacent to such Lots, all as shown on that plat recorded in Map Book 19, Page 423, in the Office of the Register of Deeds for Duplin County, North Carolina ("River Ridge, Phase 3"), (said Lots of River Ridge, Phase 3 are the "Additional Property").

NOW, THEREFORE, Declarant, by this Supplementary Declaration, declares that:

1. Incorporation of Recitals. The above-stated recitals are incorporated herein by reference.

2. Additional Property made subject to the Restated Declaration. The Additional Property shall be held, sold, conveyed, and used subject to the Restated Declaration and this Supplementary Declaration, the provisions of which shall run with the title to the Additional Property and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Additional Property, or any part thereof, their heirs, personal representatives, successors and assigns.

3. Setbacks. Any setbacks shown on any recorded plats of the Additional Property shall take precedence over and be superior to any conflicting setbacks elsewhere than on said plats.

4. Central Sewer System. No private sewage disposal system, including, without limitation, septic tanks, may be installed or maintained on any Lot within the Additional Property unless the central sewer system serving the Development has not been installed adjacent to said Lot and made available to said Lot, in which case a private sewer system approved by the ASC may be installed on said Lot at said Lot Owner's sole expense to provide service to said Lot only. Once the central sewer system serving the Development is made available adjacent to said Lot, the Lot Owner must disconnect the private sewer system and connect to and use the central sewer system only. All Owners shall pay the regular fees and charges to the utility providing sewer service. Should an Owner fail for fifteen (15) days after notice of its delinquency to pay the sewer bill, the Person(s) (including any municipality, other governmental authorities, utility, or the Association or an applicable Additional Association, as the case may be) providing the sewer service may discontinue the sewer service to said Owner and deny reconnection until the delinquent bill and reconnection fee are paid.

5. Covenants remaining in full force and effect. All controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens established by and contained in the Restated Declaration shall remain in full force and effect as supplemented hereby and shall apply to the property described therein in addition to the Additional Property.

IN WITNESS WHEREOF, Declarant has caused this Supplementary Declaration to be duly executed effective the day and year first above written.

DUPLIN LAND DEVELOPMENT, INC.,
a North Carolina Corporation

By: [Signature]
Kevin A. Hine, Vice President

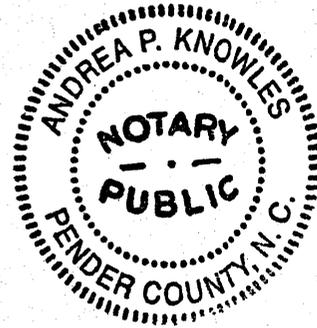
STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, a Notary Public of the County and State aforesaid, certify that Kevin A. Hine personally appeared before me this day and acknowledged that he is Vice President of DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation, and that he, as ^{Vice} President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official stamp or seal, this 19th day of October, 2004.

[Signature]
Print Name: Andrea P. Knowles
Notary Public

My Commission Expires:
April 15, 2007
[AFFIX NOTARIAL STAMP/SEAL]



NORTH CAROLINA, Duplin County
The foregoing or annexed certificate... of Andrea P. Knowles, DP

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

DAVIS H. BRINSON, Register of Deeds

By: [Signature]
~~Deputy~~ / Assistant Register of Deeds

Recorded and verified:

[Signature] Karen Herring

RECORDED

05 MAR -9 PM 3:38

DAVIS H. BRINSON
REGISTER OF DEEDS
DUPLIN COUNTY, N.C.

Prepared by and return to:
Brandon G. Bordeaux, Esq.
Parker, Poe, Adams & Bernstein L.L.P.
P.O. Box 389
Raleigh, NC 27602-0389

2005

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS REGARDING
SYCAMORE LAKES AND THE PENINSULA
AT LEGACY WOODS

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING SYCAMORE LAKES AND THE PENINSULA AT LEGACY WOODS, (this "Supplementary Declaration") is made this 9th day of March, 2005, by DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation ("Declarant").

STATEMENT OF PURPOSE

A. Declarant filed that Second Amendment to and Restatement of Covenants and Master Declaration in Book 1275, Page 612, in the Office of the Register of Deeds for Duplin County, North Carolina (the "Registry") (as supplemented and amended, the "Restated Declaration"). The terms used in this Supplementary Declaration not otherwise defined herein shall have the same meaning as set forth in the Restated Declaration.

B. Article 2, Section 2 of the Restated Declaration provides that Declarant may cause additional real property to be made subject to the operation and effect of the Restated Declaration and the jurisdiction of the Association by filing in the Registry a Supplementary Declaration containing a statement by Declarant of its intent to extend the operation and effect of the Restated Declaration to additional real property, referencing therein a plat showing such additional real property, and including such complimentary additions to and modifications of the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens contained in the Restated Declaration as are not inconsistent with the provisions of the Restated Declaration.

C. Declarant desires to bring within the operation and effect of the Restated Declaration and the jurisdiction of the Association the additional real property designated as (1) Lots numbered 946 through 990 of Sycamore Lakes at River Landing, together with the roads and Common Area adjacent to such Lots, all as shown on that plat entitled "Sycamore Lakes at River Landing" for Duplin Land Development, Inc., by Manley D. Carr, P.L.S., Robert H. Goslee & Associates, P.A., dated March 9th, 2005, and recorded in Map Book 20, Pages 40, 41 and 42, in the Registry ("Sycamore Lakes"); and (2) Lots numbered 788 through 811 of The Peninsula at Legacy Woods at River Landing, together with the roads and Common Area adjacent to such Lots, all as shown on that plat entitled "The Peninsula at Legacy Woods at River Landing" for Duplin Land Development, Inc., by Manley D. Carr, P.L.S., Robert H. Goslee & Associates, P.A., dated March 9, 2005, and recorded in Map Book 20, Pages 43 and ---, in the Registry ("The Peninsula at Legacy Woods") (said Lots of Sycamore Lakes and The Peninsula at Legacy Woods are collectively referred to herein as the "Additional Property").

NOW, THEREFORE, Declarant, by this Supplementary Declaration, declares that:

1. Incorporation of Recitals. The above-stated recitals are incorporated herein by reference.
2. Additional Property made subject to the Restated Declaration. The Additional Property shall be held, sold, conveyed, and used subject to the Restated Declaration and this Supplementary Declaration, the provisions of which shall run with the title to the Additional Property and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Additional Property, or any part thereof, their heirs, personal representatives, successors and assigns.
3. Setbacks. Any setbacks shown on any recorded plats of the Additional Property shall take precedence over and be superior to any conflicting setbacks elsewhere than on said plats.
4. Central Sewer System. No private sewage disposal system, including, without limitation, septic tanks, may be installed or maintained on any Lot within the Additional Property unless the central sewer system serving the Development has not been installed adjacent to said Lot and made available to said Lot, in which case a private sewer system approved by the ASC may be installed on said Lot at said Lot Owner's sole expense to provide service to said Lot only. Once the central sewer system serving the Development is made available adjacent to said Lot, the Lot Owner must disconnect the private sewer system and connect to and use the central sewer system only. All Owners shall pay the regular fees and charges to the utility providing sewer service. Should an Owner fail for fifteen (15) days after notice of its delinquency to pay the sewer bill, the Person(s) (including any municipality, other governmental authorities, utility, or the Association or an applicable Additional Association, as the case may be) providing the sewer service may discontinue the sewer service to said Owner and deny reconnection until the delinquent bill and reconnection fee are paid.
5. Covenants remaining in full force and effect. All controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens established by and contained

in the Restated Declaration shall remain in full force and effect as supplemented hereby and shall apply to the property described therein in addition to the Additional Property. Notwithstanding the foregoing, this Supplementary Declaration supersedes and replaces in its entirety the Initial Supplementary Declaration.

IN WITNESS WHEREOF, Declarant has caused this Supplementary Declaration to be duly executed effective the day and year first above written.

DUPLIN LAND DEVELOPMENT, INC.,
a North Carolina Corporation

By: [Signature]
Kevin A. Hine, Vice President

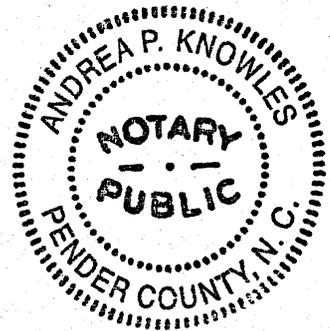
STATE OF NORTH CAROLINA
COUNTY OF Duplin

I, a Notary Public of Pender the County and State aforesaid, certify that Kevin A. Hine personally appeared before me this day and acknowledged that he is Vice President of DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation, and that he, as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official stamp or seal, this 9th day of March, 2005.

[Signature]
Print Name: Andrea P. Knowles
Notary Public

My Commission Expires:
April 15, 2007
[AFFIX NOTARIAL STAMP/SEAL]



NORTH CAROLINA, Duplin County
The foregoing or annexed certificate... of

Andrea P. Knowles, NP

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

DAVIS H. BRINSON, Register of Deeds

By: [Signature]
Deputy / Assistant Register of Deeds

Recorded and verified:

Handed Davis Can 3



Book 1520 Page 74
Miscellaneous
2005-07-18 15:56:21 1of3

Davis H. Brinson Duplin County, NC Register of Deeds 2005-07-18 15:56:21
FEE: \$ 20.00
NC REVENUE STAMP: \$ 0.00 NON-STANDARD FEE: \$ 0.00

DRAWN BY AND MAIL TO:
Brandon G. Bordeaux, Esq.
Parker, Poe, Adams & Bernstein L.L.P.
P.O. Box 389
Raleigh, NC 27602-0389

2013

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS REGARDING LEGACY
OAKS WEST AND RIVER VILLAGE SQUARE

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING LEGACY OAKS WEST AND RIVER VILLAGE SQUARE (this "Supplementary Declaration") is made this 18th day of July, 2005, by DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation ("Declarant").

STATEMENT OF PURPOSE

A. Declarant filed that Second Amendment to and Restatement of Covenants and Master Declaration (as supplemented and amended, the "Restated Declaration") in Book 1275, Page 612, in the Office of the Register of Deeds for Duplin County, North Carolina ("Registry"). The terms used in this Supplementary Declaration not otherwise defined herein shall have the same meaning as set forth in the Restated Declaration.

B. Article 2, Section 2 of the Restated Declaration provides that Declarant may cause additional real property to be made subject to the operation and effect of the Restated Declaration and the jurisdiction of the Association by filing in the Registry, a Supplementary Declaration containing a statement by Declarant of its intent to extend the operation and effect of the Restated Declaration to additional real property, referencing therein a plat showing such additional real property, and including such complimentary additions to and modifications of the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and



liens contained in the Restated Declaration as are not inconsistent with the provisions of the Restated Declaration.

C. Declarant desires to bring within the operation and effect of the Restated Declaration and the jurisdiction of the Association the additional real property designated as Lots numbered 632 through 646 of Legacy Oaks West at River Landing, together with the roads and Common Area adjacent to such Lots, all as shown on that plat entitled "Legacy Oaks West at River Landing for Duplin Land Development, Inc.," by Manley D. Carr, P.L.S., Robert H. Goslee & Associates, P.A., dated June 10th, 2005, and recorded in Map Book 20, Page 164, in the Registry ("Legacy Oaks West") and Lots numbered RV 1 through RV 68 of River Village Square at River Landing, together with the roads and Common Area adjacent to such Lots, all as shown on that plat entitled "River Village Square at River Landing for Duplin Land Development, Inc.," by Manley D. Carr, P.L.S., Robert H. Goslee & Associates, P.A., dated June 10th, 2005, and recorded in Map Book 20, Page 165-167, in the Registry ("River Village Square") (said Lots of Legacy Oaks West at River Village Square are the "Additional Property").

NOW, THEREFORE, Declarant, by this Supplementary Declaration, declares that:

1. Incorporation of Recitals. The above-stated recitals are incorporated herein by reference.

2. Additional Property made subject to the Restated Declaration. The Additional Property shall be held, sold, conveyed, and used subject to the Restated Declaration and this Supplementary Declaration, the provisions of which shall run with the title to the Additional Property and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Additional Property, or any part thereof, their heirs, personal representatives, successors and assigns.

3. Setbacks. Any setbacks shown on any recorded plats of the Additional Property shall take precedence over and be superior to any conflicting setbacks elsewhere than on said plats.

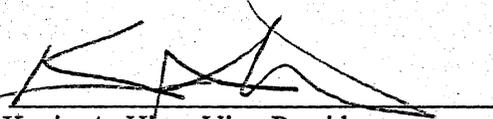
4. Central Sewer System. No private sewage disposal system, including, without limitation, septic tanks, may be installed or maintained on any Lot within the Additional Property unless the central sewer system serving the Development has not been installed adjacent to said Lot and made available to said Lot, in which case a private sewer system approved by the ASC may be installed on said Lot at said Lot Owner's sole expense to provide service to said Lot only. Once the central sewer system serving the Development is made available adjacent to said Lot, the Lot Owner must disconnect the private sewer system and connect to and use the central sewer system only. All Owners shall pay the regular fees and charges to the utility providing sewer service. Should an Owner fail for fifteen (15) days after notice of its delinquency to pay the sewer bill, the Person(s) (including any municipality, other governmental authorities, utility, or the Association or an applicable Additional Association, as the case may be) providing the sewer service may discontinue the sewer service to said Owner and deny reconnection until the delinquent bill and reconnection fee are paid.



5. Covenants remaining in full force and effect. All controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens established by and contained in the Restated Declaration shall remain in full force and effect as supplemented hereby and shall apply to the property described therein in addition to the Additional Property.

IN WITNESS WHEREOF, Declarant has caused this Supplementary Declaration to be duly executed effective the day and year first above written.

DUPLIN LAND DEVELOPMENT, INC.,
a North Carolina Corporation

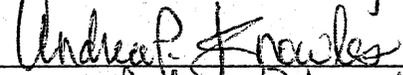
By: 
Kevin A. Hine, Vice President

STATE OF NORTH CAROLINA

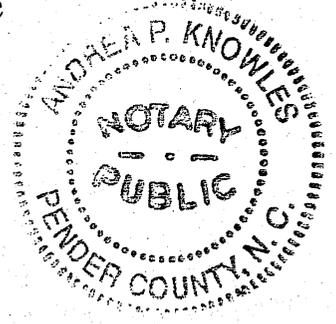
COUNTY OF PENDER

I, a Notary Public of the County and State aforesaid, certify that Kevin A. Hine personally appeared before me this day and acknowledged that he is Vice President of DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation, and that he, as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official stamp or seal this 14th day of July, 2005.


Print Name: Andrea P. Knowles
Notary Public

My Commission Expires:
April 15, 2007
[AFFIX NOTARIAL STAMP/SEAL]



NORTH CAROLINA, Duplin County
The foregoing or annexed certificate... of Andrea P. Knowles, NP

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

DAVIS H. BRINSON, Register of Deeds
By: 
Deputy / Assistant Register of Deeds

Recorded and verified:

RAL 313139v1 Handed Davis Ca3



Book 1529 Page 32
Miscellaneous
2006-10-07 13:57:06 1of3

Davis H. Brinson Duplin County, NC Register of Deeds 2005-10-07 13:57:06

FEE: \$ 20.00
NC REVENUE STAMP: \$ 0.00

NON-STANDARD FEE: \$ 0.00

③ \$20.00

Prepared by and return to:
Brandon G. Bordeaux, Esq.
Parker, Poe, Adams & Bernstein L.L.P.
P.O. Box 389
Raleigh, NC 27602-0389

STATE OF NORTH CAROLINA

COUNTY OF DUPLIN

SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS REGARDING THE PINES,
RIVER RIDGE, PHASE 4, AND THE FALLS
AT RIVER RIDGE

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING THE PINES (this "Supplementary Declaration") is made this 7th day of ~~September~~ ^{October}, 2005, by DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation ("Declarant").

STATEMENT OF PURPOSE

A. Declarant filed that Second Amendment to and Restatement of Covenants and Master Declaration in Book 1275, Page 612, in the Office of the Register of Deeds for Duplin County, North Carolina (the "Registry") (as supplemented and amended, the "Restated Declaration"). The terms used in this Supplementary Declaration not otherwise defined herein shall have the same meaning as set forth in the Restated Declaration.

B. Article 2, Section 2 of the Restated Declaration provides that Declarant may cause additional real property to be made subject to the operation and effect of the Restated Declaration and the jurisdiction of the Association by filing in the Registry a Supplementary Declaration containing a statement by Declarant of its intent to extend the operation and effect of the Restated Declaration to additional real property, referencing therein a plat showing such additional real property, and including such complimentary additions to and modifications of the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens contained in the Restated Declaration as are not inconsistent with the provisions of the Restated Declaration.



C. Declarant desires to bring within the operation and effect of the Restated Declaration and the jurisdiction of the Association the additional real property designated as: (i) Lots numbered P-1 through P-74 of The Pines at River Landing, together with the roads and Common Area adjacent to such Lots, all as shown on that plat entitled "The Pines at River Landing" for Duplin Land Development, Inc., by Manley D. Carr, P.L.S., Robert H. Goslee & Associates, P.A., dated October 3, 2005, and recorded in Map Book 20, Pages 243, 244, 245, in the Registry ("The Pines"); (ii) Lots numbered RR-22 through RR-58 of River Ridge, Phase 4, together with the roads and Common Area adjacent to such Lots, all as shown on that plat entitled "River Ridge, Phase 4, at River Landing" for Duplin Land Development, Inc., by Manley D. Carr, P.L.S., Robert H. Goslee & Associates, P.A. dated October 6, 2005, and recorded in Map Book 20, Pages 241 and 242, in the Registry ("River Ridge, Phase 4"); and (iii) Lots numbered F-1 through F-43 of The Falls at River Ridge, together with the roads and Common Area adjacent to such Lots, all as shown on that plat entitled "The Falls at River Ridge" for Duplin Land Development, Inc., by Manley D. Carr, P.L.S., Robert H. Goslee & Associates, P.A., dated October 6, 2005, and recorded in Map Book 20, Pages 246, 247 and 248, in the Registry ("Falls"; said Lots of The Pines, River Ridge, Phase 4, and Falls are collectively referred to herein as the "Additional Property").

NOW, THEREFORE, Declarant, by this Supplementary Declaration, declares that:

1. Incorporation of Recitals. The above-stated recitals are incorporated herein by reference.
2. Additional Property made subject to the Restated Declaration. The Additional Property shall be held, sold, conveyed, and used subject to the Restated Declaration and this Supplementary Declaration, the provisions of which shall run with the title to the Additional Property and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Additional Property, or any part thereof, their heirs, personal representatives, successors and assigns.
3. Setbacks. Any setbacks shown on any recorded plats of the Additional Property shall take precedence over and be superior to any conflicting setbacks elsewhere than on said plats.
4. Central Sewer System. No private sewage disposal system, including, without limitation, septic tanks, may be installed or maintained on any Lot within the Additional Property unless the central sewer system serving the Development has not been installed adjacent to said Lot and made available to said Lot, in which case a private sewer system approved by the ASC may be installed on said Lot at said Lot Owner's sole expense to provide service to said Lot only. Once the central sewer system serving the Development is made available adjacent to said Lot, the Lot Owner must disconnect the private sewer system and connect to and use the central sewer system only. All Owners shall pay the regular fees and charges to the utility providing sewer service. Should an Owner fail for fifteen (15) days after notice of its delinquency to pay the sewer bill, the Person(s) (including any municipality, other governmental authorities, utility, or the Association or an applicable Additional Association, as the case may be) providing the

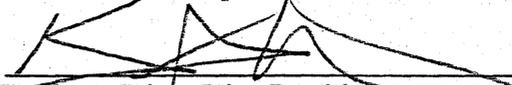


sewer service may discontinue the sewer service to said Owner and deny reconnection until the delinquent bill and reconnection fee are paid.

5. Covenants remaining in full force and effect. All controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens established by and contained in the Restated Declaration shall remain in full force and effect as supplemented hereby and shall apply to the property described therein in addition to the Additional Property.

IN WITNESS WHEREOF, Declarant has caused this Supplementary Declaration to be duly executed effective the day and year first above written.

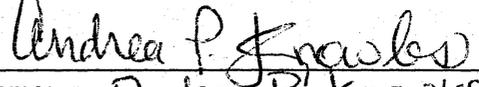
DUPLIN LAND DEVELOPMENT, INC.,
a North Carolina Corporation

By: 
Kevin A. Hine, Vice President

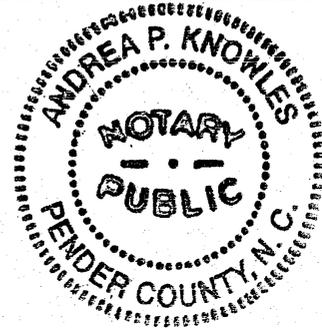
STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, a Notary Public of the County and State aforesaid, certify that Kevin A. Hine personally appeared before me this day and acknowledged that he is Vice President of DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation, and that he, as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official stamp or seal, this 7th day of October, 2005.


Print Name: Andrea P. Knowles
Notary Public

My Commission Expires:
April 15, 2007
[AFFIX NOTARIAL STAMP/SEAL]





Book 1564 Page 5
Miscellaneous
2006-09-18 14:48:25 1of3

Davis H. Brinson Duplin County, NC Register of Deeds
FEE: \$ 20.00
NC REVENUE STAMP: \$ 0.00

2006-09-18 14:48:25

NON-STANDARD FEE: \$ 0.00

2003

DRAWN BY AND MAIL TO:
Brandon G. Bordeaux, Esq.
Parker Poe Adams & Bernstein LLP
P.O. Box 389
Raleigh, NC 27602-0389

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS REGARDING
THE BLUFFS AT RIVER RIDGE

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING THE BLUFFS AT RIVER RIDGE (this "Supplementary Declaration") is made this 18th day of Sept, 2006, by DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation ("Declarant").

STATEMENT OF PURPOSE

A. Declarant filed that Second Amendment to and Restatement of Covenants and Master Declaration in Book 1275, Page 612, in the Office of the Register of Deeds for Duplin County, North Carolina (as supplemented and amended, the "Restated Declaration"). The terms used in this Supplementary Declaration not otherwise defined herein shall have the same meaning as set forth in the Restated Declaration.

B. Article 2, Section 2 of the Restated Declaration provides that Declarant may cause additional real property to be made subject to the operation and effect of the Restated Declaration and the jurisdiction of the Association by filing in the Office of the Register of Deeds for Duplin County, North Carolina, a Supplementary Declaration containing a statement by Declarant of its intent to extend the operation and effect of the Restated Declaration to additional real property, referencing therein a plat showing such additional real property, and including such complimentary additions to and modifications of the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens contained in the Restated Declaration as are not inconsistent with the provisions of the Restated Declaration.



DUPLIN LAND DEVELOPMENT, INC.,
a North Carolina Corporation

By: *Kevin A. Hine*
Kevin A. Hine, Vice President

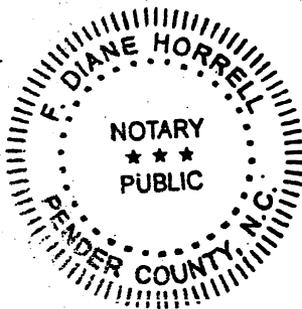
STATE OF NORTH CAROLINA
COUNTY OF Duplin

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Kevin A. Hine, Vice President of DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation,

WITNESS my hand and official stamp or seal, this 15th day of September, 2006.

F. Diane Horrell
Print Name: F. Diane Horrell
Notary Public

My Commission Expires:
March 31, 2008
[AFFIX NOTARIAL STAMP/SEAL]





Davis H. Brinson Duplin County, NC Register of Deeds 2007-06-07 09:16:04
FEE: \$ 20.00
NC REVENUE STAMP: \$ 0.00 NON-STANDARD FEE: \$ 0.00

③ \$20.00

DRAWN BY AND MAIL TO:
Brandon G. Bordeaux, Esq.
Parker Poe Adams & Bernstein LLP
P.O. Box 389
Raleigh, NC 27602-0389

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS REGARDING
THE VINEYARDS AT RIVER LANDING AND
VINTNER'S ROW AT RIVER LANDING

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING THE VINEYARDS AT RIVER LANDING AND VINTNER'S ROW AT RIVER LANDING (this "Supplementary Declaration") is made this 6th day of June, 2007, by DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation ("Declarant").

STATEMENT OF PURPOSE

A. Declarant filed that Second Amendment to and Restatement of Covenants and Master Declaration in Book 1275, Page 612, in the Office of the Register of Deeds for Duplin County, North Carolina (as supplemented and amended, the "Restated Declaration"). The terms used in this Supplementary Declaration not otherwise defined herein shall have the same meaning as set forth in the Restated Declaration.

B. Article 2, Section 2 of the Restated Declaration provides that Declarant may cause additional real property to be made subject to the operation and effect of the Restated Declaration and the jurisdiction of the Association by filing in the Office of the Register of Deeds for Duplin County, North Carolina, a Supplementary Declaration containing a statement by Declarant of its intent to extend the operation and effect of the Restated Declaration to additional real property, referencing therein a plat showing such additional real property, and including such complimentary additions to and modifications of the controls, covenants,



conditions, restrictions, easements, development guidelines, charges, and liens contained in the Restated Declaration as are not inconsistent with the provisions of the Restated Declaration.

C. Declarant desires to bring within the operation and effect of the Restated Declaration and the jurisdiction of the Association the additional real property designated as Lots numbered 1 through 185 of The Vineyards at River Landing, together with the roads and Common Area adjacent to such Lots, all as shown on that plat recorded in Map Book 22, Pages 77-82, in the Office of the Register of Deeds for Duplin County, North Carolina, and Lots 1 through 14 of Vintner's Row at River Landing, together with the roads and Common Area adjacent to such Lots, all as shown on that plat recorded in Map Book 22, Page 76, in the Office of the Register of Deeds for Duplin County, North Carolina (said Lots of The Vineyards at River Landing and Vintner's Row at River Landing, the "Additional Property").

NOW, THEREFORE, Declarant, by this Supplementary Declaration, declares that:

1. Incorporation of Recitals. The above-stated recitals are incorporated herein by reference.
2. Additional Property made subject to the Restated Declaration. The Additional Property shall be held, sold, conveyed, and used subject to the Restated Declaration and this Supplementary Declaration, the provisions of which shall run with the title to the Additional Property and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in the Additional Property, or any part thereof, their heirs, personal representatives, successors and assigns.
3. Covenants remaining in full force and effect. All controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens established by and contained in the Restated Declaration shall remain in full force and effect as supplemented hereby and shall apply to the property described therein in addition to the Additional Property.

IN WITNESS WHEREOF, Declarant has caused this Supplementary Declaration to be duly executed effective the day and year first above written.

[SIGNATURE AND NOTARY ACKNOWLEDGMENT ON FOLLOWING PAGE]



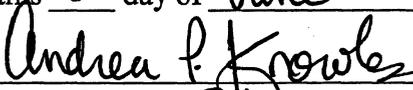
DUPLIN LAND DEVELOPMENT, INC.,
a North Carolina corporation

By: 
Kevin A. Hine, Vice President

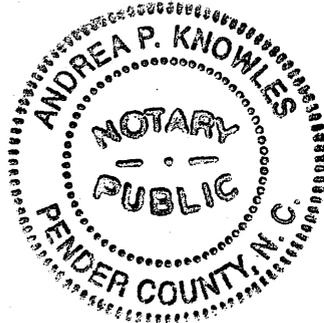
STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Kevin A. Hine, Vice President of DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation,

WITNESS my hand and official stamp or seal, this 6th day of June, 2007.


Print Name: Andrea P. Knowles
Notary Public

My Commission Expires:
April 15, 2012
[AFFIX NOTARIAL STAMP/SEAL]





Davis H. Brinson Duplin County, NC Register of Deeds 2007-06-07 09:17:08
FEE: \$ 20.00
NC REVENUE STAMP: \$ 0.00 NON-STANDARD FEE: \$ 0.00

Prepared by and return to:
Brandon Bordeaux, Esq.
Parker Poe Adams & Bernstein LLP
P.O. Box 389
Raleigh, NC 27602-0389

③ \$20.00

NORTH CAROLINA
DUPLIN COUNTY

**FIRST AMENDMENT
TO
SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS REGARDING THE VINEYARDS AT RIVER LANDING AND
VINTNER'S ROW AT RIVER LANDING**

THIS FIRST AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING THE VINEYARDS AT RIVER LANDING AND VINTNER'S ROW AT RIVER LANDING (this "Amendment") is made this 6th day of June, 2007, by DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation ("Declarant").

WHEREAS, Declarant is the Declarant under that certain Supplementary Declaration Of Covenants, Conditions And Restrictions Regarding The Vineyards At River Landing And Vintner's Row At River Landing, recorded in Book 22, Pages 76-82, in the office of the Register of Deeds of Duplin County, North Carolina ("Registry") (the "Supplementary Declaration"); and

WHEREAS, Declarant desires to amend the Supplementary Declaration to provide for additional water and sewer requirements and restrictions for the Additional Property, as that term is defined in the Supplementary Declaration.

NOW, THEREFORE, for and in consideration of the recitals set forth above, which recitals by this reference are made a substantive part of this Amendment, Declarant hereby declares that the Supplementary Declaration is hereby amended as follows, and the Additional Property that is subject to the Supplementary Declaration as described therein now shall be held,



sold, conveyed and used subject to the Supplementary Declaration as amended hereby. Said Supplementary Declaration, as amended by this Amendment, and the covenants, conditions and restrictions set forth therein and herein shall be covenants running with the land and shall be binding on all parties having any right, title or interest in the Additional Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner of the Additional Property or any part thereof. Accordingly, Declarant hereby amends the Supplementary Declaration as follows:

A. A new Section 4 is added to the Supplementary Declaration stating the following:

4. Central Sewer System. No private sewage disposal system, including, without limitation, septic tanks, may be installed or maintained on any Lot within the Additional Property unless the central sewer system serving the Development has not been installed adjacent to said Lot and made available to said Lot, in which case a private sewer system meeting all local, state and federal laws, rules and regulations and those rules and regulations promulgated by the ASC and expressly approved by the ASC, such approval being in the ASC's discretion, may be installed on said Lot at said Lot Owner's sole expense to provide service to said Lot only. Once the central sewer system serving the Development is made available adjacent to said Lot, the Lot Owner must disconnect the private sewer system and connect to and use only the central sewer system pursuant to the use of a "grinder pump," with Owner being responsible for all costs, fees and expenses incurred in such disconnection and connection, including, without limitation, the cost of the grinder pump. All Owners shall pay the regular fees and charges to the utility providing sewer service. Should an Owner fail for fifteen (15) days after notice of its delinquency to pay the sewer bill, the Person(s) (including any municipality, other governmental authorities, utility, or the Association or an applicable Additional Association, as the case may be) providing the sewer service may discontinue the sewer service to said Owner and deny reconnection until the delinquent bill and reconnection fee are paid.

Any capitalized terms not otherwise defined in this Amendment shall have the meanings as given to them in the Second Amendment to and Restatement of Covenants and Master Declaration in Book 1275, Page 612, in the Office of the Register of Deeds for Duplin County, North Carolina, as supplemented and amended.

IN WITNESS WHEREOF, this Amendment has been executed by Declarant the day and year first above written.

DUPLIN LAND DEVELOPMENT, INC.,
a North Carolina corporation

BY: 
Kevin A Hine, Vice President



STATE OF NORTH CAROLINA)
)
COUNTY OF DUPLIN)

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: Duplin Land Development, Inc., a North Carolina corporation, by Kevin A. Hine, Vice President.

Date: June 6th, 2007

By: Andrea P. Knowles
Print Name: Andrea P. Knowles
Notary Public
My Commission Expires: April 15, 2012

[SEAL OR STAMP]

