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Onslow County, NC
Mildred M Thomas Register of Deeds
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Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

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NORTH CAROLINA
ONSLow COUNTY

MASTER DECLARATION OF
COVENANTS AND RESTRICTIONS
(CAROLINA FOREST)
(47F-1-101 et seq.)

THIS DECLARATION is made this 9th day of MAY, 2005, by **CAROLINA FOREST DEVELOPERS, LLC**, a North Carolina Limited Liability Company ("**Declarant**") of Onslow County, North Carolina.

BACKGROUND STATEMENT

WHEREAS, Declarant is the owner of or may acquire a certain tract of land located in Onslow County, North Carolina, (hereinafter referred to as "Development Area") and being more particularly described on Exhibit A:

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

AND WHEREAS, Declarant is constructing on a portion of the development area a "residential subdivision" which may include community facilities for the benefit of the community, with a planned mix of residential housing types, which may include without limitation detached single family homes and townhouses (hereinafter referred to as "Project");

AND WHEREAS, pursuant to 47F-1-101 et seq., Declarant desires to provide for the preservation and enhancement of the property values and amenities within said community and to provide for the maintenance of common areas, properties and improvements located thereon, and to this end desires to subject Project property to the covenants, restrictions, easements, charges and liens as are hereinafter set forth, each and all of which are for the benefit of said real property and each present and future owner thereof;

AND WHEREAS, pursuant to 47F-1-101 et seq., the Declarant also desires to provide and allow for the submission of additional "sections" to the Project as said phases are developed and completed, and to provide for equality of rights, privileges and obligations of all lot owners in all phases of the Project by adding additional phases by amendment to this Declaration by the recording of an Amendment hereto.

DECLARATION

NOW THEREFORE, it is hereby declared that the Project property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth; said property being more particularly described as follows:

BEING all of that property as shown on Exhibit A-1 ("Project Area"), attached hereto and incorporated herein by reference as if fully set forth, and being known generally as Carriage Run at Carolina Forest and Cypress Bay at Carolina Forest.

1. DEFINITIONS:

A. "Association" shall mean and refer to CAROLINA FOREST COMMUNITY SERVICES ASSOCIATION, INC., a North Carolina non profit corporation, its successors and assigns.

B. "Common Area" shall mean all real property owned by the Association, if any, for the common use and enjoyment of the Owners.

C. "Declarant" shall mean and refer to CAROLINA FOREST DEVELOPERS, I.L.C, a North Carolina limited liability company, its successors and assigns.

D. "Declaration" shall mean and refer to this instrument, as may from time to time be amended.

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825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

E. "Living Unit" or "Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family, including without limitation detached single family homes, townhouse homes, patio homes and condominium units.

F. "Property" or "Properties" shall mean and refer to any of the real property which is or may be subject to this Declaration or Supplemental Declaration.

G. "Lot" shall mean and refer to any plot of land or condominium unit as defined in N.C.G.S. 47C-1-103, shown upon any recorded subdivision map of the Properties with the exception of the Common Area, and includes any improvements thereon, if any.

H. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties but shall not include those having such interest merely as security for the performance of an obligation.

I. "Parcel" shall mean and refer to a portion or part of real property, together with the improvements located thereon, which becomes subject to this Declaration. This term shall include any additions to the existing Properties as herein provided.

J. "Supplemental Declaration" shall mean and refer to any declaration of covenants, restrictions, easements, charges and liens recorded by the Declarant, or its successors and assigns, which applies to a specific Parcel within the Properties.

K. "Project Property or Area" shall mean the total of the real property incorporated herein and described hereinabove in Exhibit A-1, together with all structures and other improvements thereon, together with such other portions of the Development Area as may from time to time be added to and incorporated in the Project Area by amendment of this Declaration.

L. "Development Area" shall include that property described in Exhibit A, all or part of which may from time to time be submitted to and made subject to the terms of this Declaration.

2. EXPANSION OF PROPERTIES INTO DEVELOPMENT AREA:

The Declarant, for itself and its successors and assigns, hereby expressly reserves the right, but shall in no way be obligated, to expand the properties which are subject to this Declaration without the consent or joinder of the Owners of Lots or persons or entities having a lien or security interest in such Lots by adding from time to time all or any portion of the tract of land known as the Development Area and being more particularly described as follows:

BEING all of that property as shown on Exhibit A, ("Development Area") attached hereto and incorporated herein by reference as if fully set forth.

The Declarant may also identify and add to the development area by amendment hereto any other such property as Declarant in its sole discretion may determine.

An amendment to this Declaration shall be made and recorded in the Office of the Register of Deeds of Onslow County, North Carolina, to include each portion of the real property which is to be included within this Declaration, and each such portion of the real property shall constitute an addition to the Properties. The right of the Declarant, or its successors and assigns, to expand the Properties as herein provided shall expire fifteen (15) years from the recording of this instrument or upon the sale of all of the properties described in Exhibit A-1 or Exhibit A.

3. SUPPLEMENTAL DECLARATIONS:

Declarant shall have the right, from time to time, to record Supplemental Declarations for portions ("Parcels") of the Properties which may designate specific use and other restrictions within said Parcel, may create Common Areas within such Parcel for the use only of Owners of Lots in said Parcel, and may create an internal owners association within said Parcel; provided, however, no Supplemental Declaration shall avoid membership in the Association by Owners of Lots in said Parcel, nor shall any Supplemental Declaration modify or amend the terms of this Declaration or of any prior Supplemental Declaration for another Parcel.

4. COMMON AREAS:

A. Dedication: The Common Areas, if any, in each Parcel shall be dedicated as such by the Declarant, or its successors and assigns, before the first Lot in each Parcel is conveyed to an Owner.

B. Maintenance: The Association shall be responsible for the exclusive management and control of the Common Areas and all improvements located thereon (including recreational facilities, landscaping, fixtures and equipment related thereto), except as otherwise may be provided for in a Supplemental Declaration. This paragraph specifically empowers, but does not limit other powers, the Association to control and regulate the hours and periods of operation of all recreational facilities in the development area, and all maintenance of landscaping in the Development area, even if in areas subject to a Sub-association created by amendment to this Declaration or the recording of a Supplemental Declaration.

C. Owner's Easement of Enjoyment:

(1) Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to limit the number of guests of members;

(c) the right of the Association to suspend the right to use the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes subject to such conditions as may be agreed to by the Association.

(e) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

(2) Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. Recreational facilities, if any, situated upon the Properties may be utilized by guests of Owners or tenants subject to the rules and regulations of the Association governing said use and as established by its Board of Directors. Provided, however, that this Section shall not give any owner or guest the right to use any golf course facilities or marina located within the Property, if any shall be constructed.

D. Restriction on Alienation: Notwithstanding anything contained herein to the contrary, the Association shall not alienate in any way or transfer all or any part of the Common Areas without the prior approval of all holders of outstanding first priority mortgages against any of the Properties that are subject to this Declaration; provided, however, this restriction shall not be applicable to grants of easements for utilities, storm sewer, sanitary sewer, road right of ways and other conveyances for dedication to the public.

5. ASSOCIATION: MEMBERSHIP AND VOTING RIGHTS:

A. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

B. The Association shall have two (2) classes of voting membership and one (1) class of non-voting members:

Class I: Class I members shall be all Owners of a Lot with the exception of the Declarant and shall be entitled to one vote for each Lot owned. For purposes of membership and voting rights under this paragraph, Declarant shall be deemed to own three (3) lots for each undeveloped acre of land set out in Exhibit A. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class II: The Class II member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class II membership shall cease and be converted to Class I membership on the happening of either of the following events, whichever occurs earlier.

(1) when the total votes outstanding in Class I membership equals the total votes outstanding in the Class II membership or

(2) on that date which is seven (7) years from the date of the recording of this document.

(3) on that date which is five (5) years from the date of the recording of this document adding the last phase or section to the subdivision, or;

(4) at the discretion of Declarant.

C. Voting by Members.

(1) Directors During Class "II" Control. The directors shall be selected by the Class "II" Member acting in its sole discretion and shall serve at the pleasure of the Class "II" Member until the Class "II" membership shall cease as set forth in the Declaration or at such earlier date as when, in its discretion, the Class "II" member so determines.

Within one hundred twenty (120) days thereafter, the Class "II" member shall call a meeting, as provided the By-Laws for special meetings, to advise the membership of the termination of the Class "II" member's control.

Declarant shall, at the beginning of the election of the Board of Directors, designate and select that number of the members of the Board of Directors which it shall be entitled to designate and select and upon such designation and selection of Declarant by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by Declarant shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provisions of the By-Laws.

Should any vacancy in the Board of Directors be created in any Directorship previously filled by any person designated and selected by Declarant, such vacancy shall be filled by Declarant designating and selecting, by written instrument delivered to any Officer of the Association, the successor Director to fill the vacated Directorship for the unexpired term thereof.

In the event that Declarant in accordance with the rights herein established, selects any person or persons to serve on any Board of Directors of the Association, Declarant shall have the absolute right at any time, in its sole discretion, to replace such person or persons with another person or persons to serve on said Board of Directors. Replacement of any person or persons designated by Declarant to serve on any Association Board of Directors shall be made by written instrument delivered to any Officer of the Association, which instrument shall specify the name or names of the person or persons to be replaced and the name or names of the person or persons designated as successor or successors to the persons so removed from said Board of Directors. The removal of any

Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Declarant to any Officer of the Association.

(2) Veto. This Section may not be amended without the express, written consent of the Class "II" member, as long as the Class "II" member exists.

So long as the Class "II" member exists, the Class "II" member shall have a veto power over all actions of the Board and any committee, as is more fully provided in this Section. This veto power shall be exercisable only by the Class "II" member, or its successors and assigns, which successors and assigns must specifically take this power in a recorded instrument.

The veto power shall be as follows: No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class "II" member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee by certified mail, return receipt requested, or by personal delivery at the address of its Registered Agent, as it may change from time to time, which notice complies as to the Board of Directors meetings and to regular and special meetings of the Directors and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class "II" member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy or program to be implemented by the Board, any committee, or the Association. The Class "II" member and its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Class "II" member shall have and is hereby granted a veto power over any such action, policy, or program authorized by any committee or Board or the Association or any individual member of the Association if Board, committee, or Association approval is necessary for said action. This veto may be exercised by providing to the Association a notice of veto by certified mail, return receipt requested to the Registered Agent of the Association or any officer or Board member thereof within ten (10) days following the meeting held pursuant to the terms and provisions hereof.

(c) Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many

nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

(d) Election. Election to the Board of Directors shall be by secret written ballot. At such election, the voting members or their proxies may cast one (1) vote for each vacancy. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

6. ARCHITECTURAL CONTROL COMMITTEE:

A. Except for original and initial construction and subsequent modification of improvements by the Declarant on any Lot which such construction is and shall be exempt from the provisions of this provision, no building, wall, fence, landscaping, berm or hedge which act as a fence or privacy inducing structure, pier, dock, ornamentation, or other structure or improvements of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Committee have been approved in writing by the Architectural Control Committee. Each building, wall, fence or other structure or improvements of any nature, together with any ornamentation or landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Committee deem sufficient. Any change in the appearance of any building, wall, fence or other structure or improvements and any change in the appearance of the landscaping (excepting the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

B. Within thirty (30) days after receipt of all required information, the Architectural Control Committee shall submit in writing to the owner of the lot a response stating whether or not the requested improvements are approved. Unless a response is given by the Architectural Control Committee within thirty (30) days, the plan shall be deemed approved. The response of the Architectural Control Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate and the thirty (30) day time period for response shall only commence upon the receipt of the requested additional information. Conditional approvals may be granted and if approval with conditions is granted and thereafter construction begins, the construction shall be deemed approved by the owner of the lot of the conditions imposed.

C. Refusal of approval of plans, specifications and plot plans or any of them may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient. The Architectural Control Committee shall make the following affirmative findings before any plans are approved:

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825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

(1) That the improvements sought to be constructed will not have a negative economic impact on any other lot within the subdivision.

(2) That all required specific buildings standards and other conditions contained within the Restrictive Covenants, By Laws and other subdivision documents have been met.

(3) That the improvements are architecturally compatible with proposed or constructed improvements on other lots within the subdivision.

(4) That the natural features of the lot have been retained to the maximum extent possible.

D. The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural Control Committee, but prior approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed.

E. Until such time as the sale of the last numbered lot in the subject property is evidenced by the recordation of a deed therefore, all rights, privilege, powers and authority granted herein to the initial Architectural Control Committee, to whom the specific power to act hereunder is expressly conveyed, shall be exercised by the Declarant, its successors or assigns. The Declarant may assign its powers hereunder to an Architectural Control Committee, but so long as Class II membership shall exist, the Declarant shall appoint a majority of the Architectural Board. Thereafter, all representatives shall be appointed by the Board of Directors of the Association. Except as set out above, the Architectural Control Committee shall be composed of three (3) owners appointed by the Board and shall serve at the pleasure of the Board.

F. A majority of the Architectural Control Committee may take any action said Committee is empowered to take, may designate a representative to act for the Architectural Control Committee, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. The members of the Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee may establish a fee to cover the expense of reviewing plans and related data at the time plans are submitted for review in order to compensate any consulting architects, landscape architects, urban designers or attorneys.

G. Any Owner may appeal the decision of the Architectural Committee provided that all parties involved comply with the decision of the Architectural Committee until such time, if any, as the Board of Directors amends, or reverses the Architectural Committee's decision. Appeals petitions must be legibly written, state the grounds for appeal and be submitted to the Board of Directors within thirty (30) days of the decision of the Architectural Committee. The Board of

Directors shall act upon the appeal by amending, reversing or confirming the decision of the Architectural Committee within thirty (30) days of receipt of the petition. The Board of Directors' decision shall be by majority vote. Any owner must exhaust this avenue of appeal prior to resorting to a court of law or equity for relief.

H. Submissions for approval may be made to the Architectural Control Committee c/o the Association to any of the following:

(1) the address to which an owner is directed to send assessments or dues as appears on the most recent billing statement,

(2) the address of the Association Registered Agent as it is listed in the Office of the Secretary of State, or

(3) at such address as may be provided in writing (on the letterhead of the Association and signed by the managing agent or officer of the Association) to the applicant upon request for instructions regarding submission. ARCH-WA.PAR(0020194)

7. ASSESSMENTS: (MF)

A. Purpose of Assessments:

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the owners in the Properties and for capital improvements and maintenance of the common areas and any improvements thereon.

In addition to the common areas, such assessments may be used for the maintenance of any multi family structure if provided for in a Supplemental Declaration.

B. Creation of the Lien and Personal Obligations of Assessment: The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed, therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges;

(2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided;

(3) to the appropriate governmental taxing authority, a pro rata share of ad valorem taxes levied against the Common Area if the Association shall default in the payment therefor for a period of six (6) months, all as hereinafter provided.

The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the

property against which each such assessment is made. Each such assessment, together with interest and costs, and reasonable attorneys' fees (as provided in North Carolina General Statutes Section 6-21.2) incurred by the Association in collecting delinquent assessments shall also be the personal obligation of the person or entity who was the Owner at the time when the assessment became due. The obligation of an Owner for delinquent assessments shall not pass to his successors or assigns in title.

C. Minimum Annual Assessment: The Initial Annual Assessment shall be \$225 per year, for each lot, and will increase to an assessment in the amount of \$450 per year, for each lot, upon the completion, as determined by the Declarant, of the Carolina Forest Clubhouse. Assessments shall commence for each lot beginning on the date of the issuance of a "certificate of occupancy" or other approval from a regulatory agency which signifies the final inspection required prior to the occupancy of a residential dwelling constructed on the particular lot, or the date which is 6 months from the conveyance from the Declarant to a subsequent owner, whichever is earlier. Notwithstanding the forgoing, the Declarant shall pay no assessments on unoccupied lots owned by Declarant, but shall fund all operating budget deficits incurred so long as there is Class II membership, including reserves based upon expected lives of items for which funds reserved, but not including shortfalls caused by nonpayment of assessments by other members or extraordinary expenditures.

The owner of each Lot upon which there has been completed a structure shall be obligated to pay the full amount of the assessment. For the purposes of this paragraph, "completed" structures shall mean a structure which has actually tapped into any water or wastewater treatment system or has had provided to it either such service by private means. The owner of a Lot upon which construction is not complete shall pay only one-half (1/2) the annual assessment but be fully obligated to pay in full any other assessments or taxes levied against the Lot. The determination of "completion" shall be made by the Association on the first day of January and the first day of July of each year and shall be binding for the remainder of the six (6) month period as to that Lot.

D. Collection of Assessments:

(1) At closing, the Declarant shall cause to be collected from the purchaser, an amount equal to two-twelfths of the then current minimum annual assessment for said lot and an amount equal to the Purchaser's pro rata share of the next due annual insurance premium payable by the Association. This shall be used for the sole purpose and use as a working capital fund. The Board of Directors shall fix the amount of the assessment against each lot at least thirty days in advance of the annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors of the Association and the Board of Directors shall have the authority to require the assessment to be paid in pro-rata monthly installments, quarterly and semi-annually as well as annually. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid.

(2) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than ten percent (10%) percent above the maximum assessment for the previous year without a vote of the membership. The maximum may also be increased by a majority vote of the members obligated to pay such assessment or with the written approval of members entitled to cast a majority of the total number of authorized votes of members obligated to, pay such assessment (in both cases excluding the Declarant so long as there exists Class II membership).

(3) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of members of each class who are voting in person or by proxy, at a meeting duly called for this purpose. Except, however, increases attributable solely to the annexation of new areas, including new Common Areas, shall not be subject to this limitation.

(4) If an additional property owner's association(s) is established on any property which is or may become subject to this declaration by a supplemental declaration hereto, then, notwithstanding anything contained therein to the contrary, all assessments made by and for any such association shall be paid to the Carolina Forest Community Services Association, Inc., for bookkeeping and record keeping purposes, and shall then be transferred as necessary to the appropriate association. Carolina Forest Community Services Association, Inc. may charge a reasonable fee for its record keeping services and deduct same from assessments collected.

E. Special Assessments for Insurance and Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any insurance premium. In addition, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. Any such assessment shall have the assent of two-thirds (2/3) of the votes of the members of each class who are voting in person or by proxy at a meeting duly called for this purpose.

F. Remedies for Non-Payment of Assessments: Any assessment which are not paid when due shall be delinquent. The assessment shall bear interest from the due date at the rate established by the Board of Directors of the Association, or if not set by the Board, at the highest rate allowed by law, together with such late fees as may be set by the Board. The Association shall file a lien of record against any lot where there remains an assessment unpaid for a period of thirty (30) days or longer. Said lien shall be filed in the office of the clerk of superior court of Onslow County in a manner provided therefor by Article 8 of Chapter 44 of the North Carolina General Statutes. No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Area or abandonment of his dwelling unit or site.

The Association may bring an action at law against the Owner personally obligated to pay any assessments and interest. Costs and reasonable attorneys' fees for the prosecution of any such action shall be added to the amount of such assessment. In the event of such action at law and in the further event that such action results in a judgment being entered against the Owner and in favor of the Association, then, and in that event, the Association shall collect on such judgment in such manner and to the extent provided and permitted by the laws of the State of North Carolina.

The Association's lien may be foreclosed in like manner as a mortgage on real estate under power of sale under Chapter 45 of the North Carolina General Statutes. All fees, charges, late charges, fines, and interest are enforceable as assessments.

In any foreclosure action brought under the power of sale provisions, the Association shall be deemed to be the holder and owner of the obligation secured by this Declaration. The Registered Agent of the Association shall be the Trustee for all purposes of the foreclosure proceeding and the Association shall have the power to appoint a substitute trustee if for any reason the Association desires to replace the trustee, and the said substitute trustee shall succeed to all rights, powers and duties thereof. The Association shall request of the trustee to sell the land subject to the lien at public action for cash, after having first given such notice and advertising the time and place of such sale in such manner as may then be provided by law for mortgages and deeds of trust, and upon such and resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey to the purchaser in as full and ample manner as authorized by Chapter 45. The Trustee shall be authorized to retain an attorney to represent him in such proceedings. The proceeds of the Sale shall, after the Trustee retains his commission, together with any addition attorney's fees incurred by the Trustee, be applied to the costs of the sale, including but no limited to costs of collection, taxes, assessment, costs of recording, service fees, and incidental expenditures, the amount due on any note secured by the property, and any advancements made by the Association in the protection of the security.

G. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

8. GENERAL RESTRICTIONS: [Applicable to all properties except as set out in an Amendment to Master Declaration which may add property to the Project Area, or as otherwise amended hereafter.]

A. Section 1. Residential Use (SF): All lots shall be used exclusively for residential purposes of a single family (which may include separate living quarters for one or more members of the owners' family or relative). No business, trade, garage sale, moving sale, rummage sale, or similar activity shall be conducted upon a lot without the prior written consent of the Board. An

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825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Owner or occupant residing in a dwelling on a lot may conduct business activities within the dwelling so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling; (ii) the business activity conforms to all zoning requirements for the lot; (iii) the business activity does not involve regular visitation of the dwelling or lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the subdivision; and (iv) the business activity is consistent with the residential character of the subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the subdivision, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

The leasing of a dwelling or lot shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Properties or its use of any lots which it owns within the subdivision, including the operations of a timeshare or similar program.

Section 2. Allowable/Prohibited Structure: No structure shall be erected, altered, placed or permitted to remain on any Lot other than a single, one family dwelling not to exceed three stories in height, (which may include separate living quarters for one or more members of the owners' family or relative), a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. Each dwelling in Carriage Run, Section I at Carolina Forest shall contain a minimum of 1800 heated square feet; and each dwelling in Cypress Bay, Section I at Carolina Forest shall contain a minimum of 1,350 heated square feet. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

Section 3. The provisions of this paragraph A shall apply to all properties which are hereafter made subject to this Declaration unless specific provisions relating thereto are included in a Supplemental Declaration.

B. As to that property designated as "Project Property or Area" and set out in Exhibit A-1 only: STORMWATER RUNOFF: General Provisions:

(1) The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 031118 and SW8 031119, as issued by the Division of Water Quality under NCAC 2H.1000.

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

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

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

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

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

(a) The maximum allowable built-upon area per lot in Carriage Run, Section I at Carolina Forest is 3,509 square feet; and the maximum allowable built-upon area per lot in Cypress Bay, Section I at Carolina Forest is 2,665 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

These allotted amounts include any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

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

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

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

Special Provisions (2): In addition to all of the above, restrictions shall apply if curb and gutter is installed by the Declarant:

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

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

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

C. **Nuisances:** No noxious, offensive, or illegal activity shall be carried on or conducted upon any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a Lot. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. Declarant, or Association, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant or Association may contract for, and assess to owner, any maintenance necessary to enforce his covenant.

D. **Animals:** No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept provided that said pet shall not exceed 90 pounds in weight and are not kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. The following dog breeds shall be specifically prohibited: Rottweiler, Doberman, Mastiff, Boxer, Bulldog, Pit Bulls, Chows and wolf hybrids. In addition, the Association shall specifically have the power and responsibility to designate, based upon temperament, size and/or nature or tendencies, from time to time a list of breeds of animals which shall be prohibited on any lot.

E. **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be burned or disposed of on any Lot and shall be kept except in sanitary containers approved by the Architectural Committee. All equipment for the storage prior to disposal of such material shall be kept in a clean and sanitary condition. The placement of containers shall be approved by the Architectural Committee and, in any event, shall

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be kept in an enclosed area not subject to view from any person, from any direction. The Declarant and Association reserves the right for itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same, or the Association may make such a common expense or expense to a particular owner.

F. Exterior Lights: All light bulbs or other lights installed in any fixture located on the exterior of any dwelling, building or other structure located on any Lot shall be clear or white lights or bulbs. No mercury vapor or similar wide area lighting similar to street lights shall be allowed without prior Architectural Committee approval.

G. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

H. Mailboxes: Multiple unit mailboxes may be constructed by the Declarant for the use of a number of owners within certain areas as determined by the Declarant and postal service. No mailboxes shall be installed on any lot or common area without first obtaining approval by the Architectural Control Committee. Application shall be made thereafter to the Architectural Control Committee prior to installation or replacement for approval as to the style, design, color and location. By accepting a deed to any subject property, owner gives the Architectural Control Committee the right to remove any nonapproved mailbox in a reasonable manner; all costs for same shall be paid by owner, and all damages against the Architectural Control Committee are waived.

I. Signs: No sign, billboard, or other advertising of any kind, including without limitation "professionally prepared "for sale" and "for rent" signs, shall be placed or erected on any Lot, right of way or Common Area save and except a professionally prepared "for sale" or "for rent" sign not to exceed six (6) square feet in size. Although approval by the Architectural Committee is not required prior to the display of such signs, the Architectural Committee may itself remove, have removed, or require the removal of any such sign which in its opinion would not otherwise be allowed under paragraph 6 of this Declaration. A valid easement shall exist on any Lot for such removal by the Architectural Committee or its agents. Provided, however, nothing shall prohibit or limit in any manner "construction" signs designating the job site and builder which may be placed upon a Lot during the period of the construction of a residential dwelling on the Lot but must be immediately removed upon final completion of such construction. Notwithstanding the above, any additions to the Project Property in the Development area may be further limited in regard to signs,

billboards or advertising as set out in any Supplemental Declaration. Nothing herein shall prohibit any sign erected by the Declarant or its assigns.

J. Antennas: There shall be no exterior antennas of any kind for receiving and/or sending of T.V., radio or other signals unless same have first been approved by the Architectural Committee.

K. Driveways/Parking: All driveways constructed on any Lot shall be paved with either asphalt or concrete. The use or construction of a headwall or other ornamental structure, gravel, rock or other material at or around the driveway culvert shall be prohibited. The earthwork extending from the driveway to each end of the culvert shall be gently sloped and sodded, as approved in each case. An Owner shall provide a minimum of two (2) paved off-street parking spaces, excluding garage space(s) and shall provide at least one per automobile or other vehicle owned and regularly used at the Lot. On street parking is prohibited except for temporary, short gatherings.

L. Vehicles, Boats, Storage, Travel Trailers, etc: No vehicle without current inspection sticker, vehicle over 7000 pounds empty weight, motor homes, or bus shall be parked overnight on any lot except in an enclosed garage; provided, however, guests of an owner may so park such vehicle for a period not to exceed seven (7) days each calendar year. A pleasure boat or camper trailer on its trailer may be parked and raw firewood, bicycles, motorcycles, or other items may be stored only on that part of any lot away from the street lying beyond the front line of the house so that it is not viewable from any street. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage.

M. Window Appearance: All draperies or other window dressings in each dwelling unit shall be white or off white or in lieu thereof shall have a white lining.

N. Trees: Except as to development or construction by Declarant, or as may be approved by the Architectural Committee, no tree four (4) inches in diameter at any location on said tree or ten feet (10') in height shall be cut, removed or intentionally damaged on any Lot unless first approved by Architectural Committee.

O. Swimming Pools: Outdoor swimming pools, hot tubs, jacuzzis, and other similar facilities may be located on a lot only after the Architectural Committee approval, and shall be screened and fenced. All such improvements shall be subject to approval of and compliance with all governmental laws and regulations.

P. Clotheslines: Exterior clotheslines shall be prohibited.

Q. Fence Minimum Requirements: Architectural review requirements must be met prior to construction of any fence. Prior to any Architectural approval, the owner shall waive his right to have the Association maintain the grounds and landscaping contained within the fence. The

Association shall retain the right, however, and any fence construction shall be subject to the right of the Association to remove the fence in the event the owner fails to maintain the grounds and landscaping contained within the fence. No fences over six (6) feet in height shall be constructed on any lot. The term fence shall include but not be limited to, a wall, fence, landscaping, berm, or hedge which act as a fence or privacy or security inducing structure. No fence shall be included in the that area 50 feet on either side of Carolina Forest Boulevard, known as the "vegetated buffer area" along said street or road, and the Association shall retain an exclusive easement thereon as set out elsewhere herein.

R. Termite Contracts Required: The Association may subject any lot which constitutes part of a multi family building and the improvements there to a termite contract and assess the cost thereof against the lot for which the contract is provided, or alternatively, the Association may contract for a termite contract on all or part of the multi family units and lots as a common expense. Declarant, or Association, its successors or assigns, reserves the right to enter upon any lot or dwelling for the purpose of inspection, treatment and maintenance and/or repair pursuant to the providing of any such termite contract. A valid easement shall exist on any Lot for such acts undertaken by the Association or its agents.

8.1. WETLANDS AND CONSERVATION SPECIAL PROVISIONS:

A. Compliance with Wetlands Regulations: The property subject to this Declaration is subject to a Conservation Declaration recorded in Book 2212, Page 496, Onslow County Registry. It shall be the responsibility of each owner, prior to alteration of any lot, to determine if any Lot shall have been determined to meet the requirements for designation as a regulatory wetland. Any subsequent fill or alteration of this wetland shall conform to the requirements of state wetland rules adopted by the State of North Carolina in force at the time of the proposed alteration. The intent of this deed restriction is to prevent additional wetland fill, so the property Owner should not assume that a future application for fill will be approved. The property Owner shall report the name of the subdivision, in any application pertaining to wetland rules. This covenant is intended to insure the continued compliance with wetland rules adopted by the State of North Carolina therefore benefits may be enforced by the state of North Carolina. This covenant is to run with the land and shall be binding on all parties and all persons claiming under them.

B. Conservation Areas: The areas shown on that plat recorded in Map Book 46, Page 1, as conservation areas shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area:

- (1) fill, grade, excavate or perform any other land disturbing activities
- (2) cut, mow, burn, remove, or harm any vegetation
- (3) construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers, or any other permanent or temporary structures
- (4) drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area

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- (5) dump or store soil, trash, or other waste
- (6) graze or water animals, or use for any agricultural or horticultural purpose

This covenant is intended to ensure continued compliance with the mitigation condition of a Clean Water Act authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID 200301016, and therefore may be enforced by the United States of America. This covenant is to run with the land, and shall be binding on the Owner, and all parties claiming under it.

9. **STREET LIGHTING AGREEMENT:** The Declarant and Association reserves the right to subject the real property to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both which may require an initial payment and/or a continuing monthly payment to an electric utility company or Association by the owner of Lot.

10. **RESTRICTION ON FURTHER SUBDIVISION:**

No resubdivision of any single Lot shall be allowed, if any resulting Lot will be smaller in size than any of the Lots resubdivided, prior to resubdivision, except that nothing contained herein shall prohibit the owner of a Lot from conveying by deed or easement a portion of a Lot to an adjoining Lot owner for the purpose of curing an encroachment or setback violation. Further, provided, however, that the Declarant, its successors or assigns, reserves the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed ten percent (10%) of the total area of a given lot.

Nothing contained herein shall prohibit conveyance of more than one Lot, or portions of contiguous Lots, as long as the resulting Lot or Lots are greater in size than those originally subdivided. Upon the recombination of any Lots to reduce the total number of allowable building Lots, for purposes of membership in the Association and for purposes of the payment of dues and assessments, any recombined Lots shall be considered a single Lot upon recordation of a plat so showing in the office of the Register of Deeds.

Any recombined or resubdivided lot shall be restricted to the construction thereon of one Living Unit per redivided Lot. It is the intention that the recombining of lots will decrease the number of homes within the property subject to this declaration, but that in no event shall the maximum number of homes which can be constructed within the property subject to this declaration increase.

Furthermore, should any Lot be determined by Declarant to be unbuildable, and should such Lot then be deeded to the Association as Association Property, or dedicated by Declaration as recreation or open space area for the benefit of the Association, all by document duly recorded in the office of the Register of Deeds of Onslow County, there shall be no further dues or assessments owed from the date of such recordation; however, any dues prepaid shall not be reimbursed.

11. EASEMENTS:

A. Easements: There is hereby reserved by the Declarant, its successors and assigns, and for the benefit of the Association, the easements, for utility, sight and buffer areas as well as any other easements, as shown on the recorded plats of the Parcels or included within the Supplemental Declarations pertaining to the Parcels. Said easements may be used for the purposes shown on the plat and, in addition thereto, ingress, egress and regress and for the purpose of installing, maintaining, repairing and replacing all utility service lines and systems including, but in no way limited to, those for water, sewer, gas, telephone, electricity and cable television.

In addition to the above, there is hereby reserved for the benefit of each owner and the Association, an easement over each parcel or lot of each other owner a blanket easement and right of way on, over and under the ground within a parcel or lot for the purpose of installing, maintaining, repairing and replacing all utility service lines and systems including, but in no way limited to, those for water, sewer, gas, telephone, electricity, cable television and garbage or refuse collection and pick up.

In addition to the above, there is hereby reserved for the benefit of the Association, an easement over each parcel or lot which may be enclosed by a fence a blanket easement and right of way on and over the ground within a parcel or lot for the purpose of ingress, egress and regress for the purpose of maintenance on any lot and for the purpose of maintaining the grounds and landscaping which may be enclosed by a fence.

In addition to the above, there is hereby reserved for the exclusive benefit of the Association, an exclusive easement on and over each parcel or lot in that area extending 50 feet on either side of Carolina Forest Boulevard for purposes of a natural vegetated buffer. Maintenance and improvement of that Buffer shall be undertaken by the Association, including but not limited to the planting, replanting, and care of all vegetation and growth thereon. Said use shall be consistent with the Master Plan for Carolina Forest Subdivision. No fencing shall be allowed in this buffer area. The Association shall have the right on and over a parcel or lot for the purpose of ingress, egress and regress for the purpose of maintaining the grounds and landscaping in the buffer area.

B. Easement to Correct Drainage: For a period of two (2) years from the date of conveyance of the first Lot in a Parcel, the Declarant reserves a blanket easement and right of way on, over and under the ground within a Parcel to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary. Following such action the Declarant shall restore the affected property to its original condition as near as practical. The Declarant shall give reasonable notice of its intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. At the expiration of such two year period, said easement to correct drainage shall automatically be held by the Association.

C. Encroachments: In the event any portion of a Common Area encroaches upon any Living Unit or any Living Unit encroaches on a Common Area as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of the Properties, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

D. Association Maintenance: The Board of Directors of the Association and the Architectural Board, acting through the Association, its officers, agents, servants and/or employees shall have the right of unobstructed access at all reasonable times to all properties as may be reasonably be necessary for maintenance.

E. Common Areas: Easements are also reserved over those portions of the Common Areas, if any, that may be necessary or required to accommodate overhanging eaves or other cantilevered construction which may encroach upon the common area or the air and light space above such common area.

F. Grant to Others: The Declarant or Association may grant permits, licenses, and easements over any common area or utility easement reserved elsewhere for utilities, roads or other purposes reasonably necessary or useful for the Project maintenance or operation of the Project.

12. VARIANCES:

A. The Association may allow reasonable variances and adjustments of the restrictions set forth in this Declaration and as set forth on any recorded plat in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that any such variance granted must be done in conformity with the intent and purposes of the general development scheme and provided also that in every instance such variance or adjustment shall not materially be detrimental or injurious to other property or improvements within the Properties.

B. No variance shall be granted with respect to Paragraph 8.1 (Wetlands and Conservation Special Provisions) without the written authorization and approval of the United States of America, U.S. Army Corps of Engineers, Wilmington District, or successor regulatory agency or authority.

13. COMPLIANCE, ENFORCEMENT AND REMEDIES:

A. (1) Default and Remedies. A default in or failure to comply with any of the terms, conditions, obligations, and provisions of the Declaration, the Association Bylaws, the Association Articles of Incorporation, or the rules and regulations, as the same may be amended from time to time, by any Owner or Occupant, shall be grounds for relief that may include, without intending to limit the same or to constitute an election of remedies, an action to recover fines and penalties as set in the Bylaws, sums due for damages, an injunction, or any combination thereof, which relief may be sought by the Association, an aggrieved Owner, or by any person or class of persons adversely

affected. Also, if any Owner fails to perform any obligation under the Declaration, the Bylaws, the Articles of Incorporation or such rules and regulations, then the Association may, but is not obligated to, perform the same for the Owner's account, and for such purpose may enter upon his lot or dwelling, may make necessary repairs, advance expenses or other sums necessary to cure the default, and for such expenses and costs may collect all such sums against the lot owned by such defaulting Owner.

(2) Suspension of Rights. The Association also shall be entitled to suspend the right of a defaulting Lot Owner to vote as a member of the Association until the default is cured and may suspend the voting rights of and right to use of the recreational facilities of a Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice of hearing as set forth in the By Laws, for infraction of published rules and regulations; but provided, however, that the right of an owner to ingress to and egress from his Lot shall not be impaired;

(3) Remedy of Abatement in Additional to Other Remedies. In the event a Owner fails to effect the cure specified by the Board where the default is a structure, thing, or condition existing in or on the premises of the Owner's Lot, the Board, or its duly authorized representative, shall have the right to enter upon the premises of the Owner's Lot in which, on which, or as to which, such default exists, and summarily to abate and remove, at the defaulting Owner's expense (and collect the costs as if an assessment), the structure, thing, or condition constituting the default, and the Board, the Association, and their agents, employees, and representatives shall not thereby be deemed guilty of any manner of trespass.

(4) Injunction. The Association, an aggrieved Owner, or by any person or class of persons adversely affected, is entitled to seek relief for any such default or failure and may obtain a temporary restraining order, injunction or similar relief, without first using the procedure established herein, if such default or failure creates an emergency or a situation dangerous to persons or property.

(5) Fine. Any owner who shall violate the Declaration, By-laws, the articles or the Rules and Regulations may be fined in an amount as set out in the By Laws for each day of such violation. Such fine shall be enforced and collected as an assessment. Prior to the implementation of any fine, or the suspension of voting rights for the infraction of published rules and regulations, a hearing pursuant to the procedure set out in the By Laws.

(6) Recovery of Attorneys' Fees and Costs. In any proceeding arising because of an alleged default by a Owner, the person, class of persons or Association bringing an action against an alleged defaulting Owner shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees and costs as may be allowed by the Court, with interest thereon at the highest rate allowed by law.

(7) Non Waiver. The failure of the Association or of any Owner thereof to enforce any terms, provision, right, covenants or condition that may be granted by the Declaration, these Bylaws, the Articles, the rules and regulations, as the same may from time to time be amended, shall not constitute a waiver or abrogation of the right of the Association or a Owner or other person to enforce such term, provision, right, covenants, or condition in the future, irrespective of the number of violations or breaches thereof that may have occurred.

(8) Recovery of Fines and Expenditures. Any fine, costs or expenses hereunder shall be recovered by the Association as if an assessment lien.

B. REMEDIES EXTENDED TO THE STATE OF NORTH CAROLINA: To ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, and its political subdivision, the State of North Carolina and any political subdivision thereof, are specifically empowered to take such acts necessary by and through its officers to enforce any of these covenants against an owner or the Association. The State of North Carolina and any political subdivision thereof, are specifically made a beneficiary of these covenants.

C. REMEDIES EXTENDED TO OTHER REGULATORY AGENCIES: These restrictive covenants include provisions that are intended to ensure continued compliance with the mitigation condition of a Clean Water Act authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID 200301016, and therefore may be enforced by the United States of America. This covenant is to run with the land, and shall be binding on the Owner, and all parties claiming under it.

14. RIGHTS OF MORTGAGEES:

A holder or insurer of a mortgage, upon written request to the Association (such request to state the name and address of such holder or insurer and the description of secured properties) will be entitled to timely written notice of:

A. Any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage.

B. Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot upon which it holds a mortgage.

C. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

D. Any proposed amendment to the project instruments effecting a change in the boundaries of any Lot, ownership of Common Elements, if any, the number of votes in the Association pertaining to any Lot or any proposed change in the restrictions on the properties.

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15. INSURANCE:

A. Common Areas:

The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its members or agents. The public liability policy shall have at least a One Million and no/100 (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a Three Million and no/100 (\$3,000,000.00) Dollar limit per occurrence, and a Five Hundred Thousand and no/100 (\$500,000.00) Dollar minimum property damage limit.

Premiums for all insurance on the Common Area shall be common expenses of the Association. This policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total. Cost of insurance coverage obtained by the Association for the Common Area shall be included in the regular assessment.

B. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each owner covenants and agrees with all other Owners and with the Association that each Owner shall carry homeowners or fire insurance policy which shall include public liability and blanket all-risk casualty insurance on his Unit(s) and structures constructed thereon. Owner shall provide a copy of the Declaration page of the policy to Association at such time(s) as the Association may direct. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures situate upon his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed, Owner shall elect whether to rebuild within sixty (60) days of the loss. If Owner determines not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris within ninety (90) days of loss and return it to substantially the natural state in which it existed prior to the beginning of construction. If Owner fails to so clear the Lot within ninety (90) days of the loss, the Declarant or Association may do so and the cost shall be assessed against the Owner of the Lot.

16. AMENDMENT:

A. Declarant may amend this Declaration in accordance with this Declaration to add additional property to this Declaration.

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B. These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part there by written document executed by Declarant or their successors in title and by the owner of not less than 51% of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the office of the Register of Deeds of the County in which this Declaration is recorded. Notwithstanding the foregoing or anything contained herein to contrary, any amendment which includes adding, deleting or modifying any provision regarding the following shall require a written document executed by the owner, other than the Declarant, of not less than 67% of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the office of the Register of Deeds of the County in which this Declaration is recorded.

- (1) Assessment basis or assessment liens;
- (2) Any method of imposing or determining any charges to be levied against individual unit owners;
- (3) Reserves for maintenance, repair or replacement of common area improvements;
- (4) Maintenance obligations;
- (5) Allocation of rights to use common areas
- (6) Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on units;
- (7) Reduction of insurance requirements;
- (8) Restoration or repair of common area improvements;
- (9) The addition, annexation or withdrawal of land to or from the project;
- (10) Voting rights;
- (11) Restrictions affecting leasing or sale of a unit; or
- (12) Any provision which is for the express benefit of mortgagees.
- (13) Merging or consolidating the association (other than with another non-profit entity formed for purposes similar to the subject association);
- (14) Determining not to require professional management if that management has been required by the association documents, a majority of eligible mortgagees or a majority vote of the members;
- (15) Expanding the association to include land not previously described as additional land which increases the overall land area of the project or number of units by more than ten percent (10%);
- (16) Abandoning, partitioning, encumbering, mortgaging, conveying selling or otherwise transferring or relocating the boundaries of common areas (except for (i) granting easements which are not inconsistent with or which do not interfere with the intended common area use; (ii) dedicating common area as required by a public authority; (iii) limited boundary-line adjustments made in accordance with the provisions of the declaration or (iv) transferring common area pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the subject association);
- (17) Using insurance proceeds for purposes other than construction or

repair of the insured improvements; or

(18) Making capital expenditures (other than for repair or replacement of existing improvements) during any period of twelve (12) consecutive months costing more than twenty percent (20%) of the annual operating budget.)

C. The Declarant, without the consent or approval of any other Owner, shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Property or to qualify the Property or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of North Carolina, regarding purchase or sale in such lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of the Property, including, without limitation, ecological controls, construction standards, aesthetics and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration (VA), U. S. Department of Housing and Urban Development (HUD), the Federal Home Loan Mortgage Corporation, or the Federal National Mortgage Association, requiring an amendment as a condition of approval, or suggesting an amendment, shall be sufficient evidence of the approval of such amendment of VA, HUD and/or such corporation or agency and permit Declarant to amend to accord with such letter. No amendment made pursuant to this Section shall be effective until duly recorded in the Office of the Court for Onslow County, North Carolina.

D. No amendment shall be valid to affect the provisions of Paragraph 8.1 (Wetlands and Conservation Special Provisions) without the execution and recording of an amendment upon the authorization and approval of the United State of America, U.S. Army Corps of Engineers, Wilmington District, or successor regulatory agency or authority.

17. DECLARANT'S RIGHTS:

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the county in which this Declaration is recorded. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in Exhibit A in any manner whatsoever.

Notwithstanding any provisions contained in the Declaration to the contrary, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, successors and assigns, may be reasonably required, convenient, or incidental to the sale, re-sale, or rental of such Lots, including, but not limited to, business offices, signs, model units, and sales/rental offices. The Declarant shall have

an easement for access to such facilities and activities shall include specifically the right to use residences owned by the Declarant, if any, and any which may be owned by the Association.

The Declarant shall have the rights (i) to use or grant the use of a portion of the Common Area for the purpose of aiding in the sale, or rental, or management of Lots; (ii) to use portions of the Property for parking for prospective purchasers or lessees of Lots and such other parties as the Declarant determines; (iii) to erect and display signs, billboards and placards and store and keep the same on the property; (iv) to distribute audio and visual promotional material upon the Common Area; and (v) to use or permit to be used any Lot which it owns or leases as a sales and/or rental office, management office or laundry and maintenance facility.

So long as Declarant continues to have rights under this paragraph, no person or entity shall record any declaration of restrictions and protective covenants or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of restrictions and protective covenants or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This provision may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this provision shall terminate upon the earlier of (a) fifteen (15) years from the date this Declaration is recorded, or (b) the end of Class II membership.

18. GENERAL PROVISIONS:

A. Duration: The covenants and restrictions set forth herein shall run with and bind the Properties for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive ten (10) year periods unless otherwise terminated by a vote of eighty per cent (80%) of the then record Owners of all Lots within the Properties.

B. Severability: Invalidity of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

C. Captions: The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration.

D. Construction: Whenever the context so requires, the use herein of any gender shall be deemed to include the plural and the plural shall include the singular.

E. Litigation: No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the membership and a majority of the Board of Directors. This Section shall not apply, however to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without

EXHIBIT A (DEVELOPMENT AREA)

(METES AND BOUNDS FOR ALL SECTIONS OF CAROLINA FOREST)

TRACT I:

Being all of that certain tract or parcel of land containing 100.19, acres more or less, as it is shown on that map prepared by Cyrus Alan Bell, Registered Land Surveyor, dated September 10, 1997, and identified by the following legend: "BOUNDARY SURVEY FOR: WEYERHAEUSER REAL ESTATE COMPANY PORTION OF ONSLOW 20". This map is duly of record in the Office of the Register of Deeds of Onslow County in Map Book 35, Page 154, Slide J-661, Onslow County Registry and reference is hereby made to said map for a more complete and accurate description of this property.

TRACT II:

All of that certain tract of parcel of land containing 389.1 acres, more or less, as it is shown on that map prepared by Cyrus Alan Bell, Registered Land Surveyor, dated April 15, 1999, and identified by the following legend: "Boundary Survey for: Weyerhaeuser Real Estate Company Portion of Onslow 20 South Side N.C.S.R. 1324". This map is duly of record in the Office of the Register of Deeds of Onslow County in Map Book 38, Page 202, Slide K-428, Onslow County Registry and reference is hereby made to said map for a more complete and accurate description of this property.

EXHIBIT A-1 (PROJECT AREA)
(Carriage Run and Cypress Bay)

BEING all of that property as shown on that plat entitled "FINAL PLAT CARRIAGE RUN, SECTION I AT CAROLINA FOREST" as recorded in Map Book 48, Page 104, of the Onslow County Public Registry and "FINAL PLAT CYPRESS BAY, SECTION I AT CAROLINA FOREST" as recorded in Map Book 48, Page 103, of the Onslow County Public Registry.

DATA\RE\RESCOV\PUD MF VA. Frm 04242000
G:\DATA\CLIENT\HDC\Carolina Forest\RC\RC Master Car For 040805.wpd
revised fwe 101403\021804\042604 FWE 022105\022405dh
rev 031105fwe\031705dh\032305dh 032505fwe rev 040805 fwe\050605dh
R11383

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the Declarant or is approved by the percentage votes and pursuant to the same procedures necessary to institute proceedings as provided above.

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

CAROLINA FOREST DEVELOPERS, LLC

By: Michael G. Tuton
MICHAEL G. TUTON, Manager

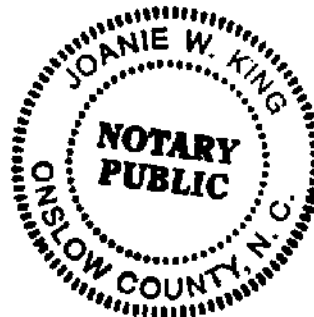
NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public of the County and State aforesaid, certify that MICHAEL G. TUTON personally came before me this day and acknowledged that he is the manager of CAROLINA FOREST DEVELOPERS, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of the Limited Liability Company, the foregoing instrument was signed in its name by him.

Witness my hand and official stamp or seal, this 9th day of MAY, 2005.

Joanie W. King
Notary Public

My commission expires: 5-24-08



ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Joanne W. King

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.

Malcolm M. Thomas

Book: 2442 Page: 1977-Current: 45 Seq: 31
Register of Deeds for Onslow County

20
Frank

Doc ID: 000763710003 Type: CRP
Recorded: 10/20/2005 at 11:33:21 AM
Fee Amt: \$20.00 Page 1 of 3
Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2540 PG 305-307

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

Index in the Grantor Index:

Carolina Forest
Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.
Carriage Run, Section II (SF) at Carolina Forest

NORTH CAROLINA
ONSLow COUNTY

**AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)
CARRIAGE RUN, SECTION II AT CAROLINA FOREST**

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 30th day of SEPTEMBER, 2005, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45; and

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as CARRIAGE RUN, SECTION II AT CAROLINA FOREST; and

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

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

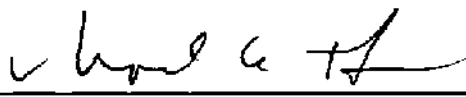
NOW THEREFORE, the Declarant does hereby publish and declare all of the property described below shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to all the terms and conditions set forth in said Master Declaration; which is declared and agreed to in furtherance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


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

2. INCORPORATION BY REFERENCE All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45, ONSLOW County Registry. By the submission of CARRIAGE RUN, SECTION II AT CAROLINA FOREST of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

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

CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800 
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public of the County and State aforesaid, certify that MICHAEL G. TUTON personally came before me this day and acknowledged that he is the Manager of CAROLINA FOREST DEVELOPERS, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of the Limited Liability Company, the foregoing instrument was signed in its name by him.

Witness my hand and official stamp or seal, this 4th day of October ~~SEPTEMBER~~, 2005.

My commission expires: 5-24-08

Joanie W. King
Notary Public

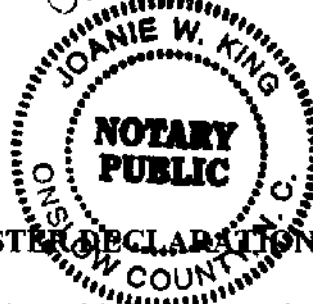


EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "CARRIAGERUN, SECTION II AT CAROLINA FOREST " as recorded in Map Book 49, Page 67, Onslow County Registry.

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

K:\HDC\Carolina Forest\RC\amd car run II 092005.wpd\092905dh

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Handwritten signature and initials inside a circle.

Doc ID: 000783720003 Type: CRP
Recorded: 10/20/2005 at 11:35:28 AM
Fee Amt: \$20.00 Page 1 of 3
Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2540 PG 308-310

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

Index in the Grantor Index:

Carolina Forest
Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.
Cypress Bay, Section II (SF) at Carolina Forest

NORTH CAROLINA

ONSLow COUNTY

**AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CYPRESS BAY, SECTION II AT CAROLINA FOREST**
(Book 2442, Page 45)

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 30th day of SEPTEMBER, 2005 by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

WHEREAS, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45, and amended in Book 2540, Page 305; and

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800 *JS*
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as CYPRESS BAY, SECTION II AT CAROLINA FOREST; and

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

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

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

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

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45, and amended in Book _____, Page _____, Onslow County Registry. By the submission of CYPRESS BAY, SECTION II AT CAROLINA FOREST of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

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

CAROLINA FOREST DEVELOPERS, LLC

By: _____

MICHAEL G. TUTON, Manager

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800 *ms*
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public of the County and State aforesaid, certify that MICHAEL G. TUTON personally came before me this day and acknowledged that he is the Manager of CAROLINA FOREST DEVELOPERS, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of the Limited Liability Company, the foregoing instrument was signed in its name by him.

Witness my hand and official stamp or seal, this 4th day of October ~~SEPTEMBER~~, 2005.

My commission expires: 5-24-08

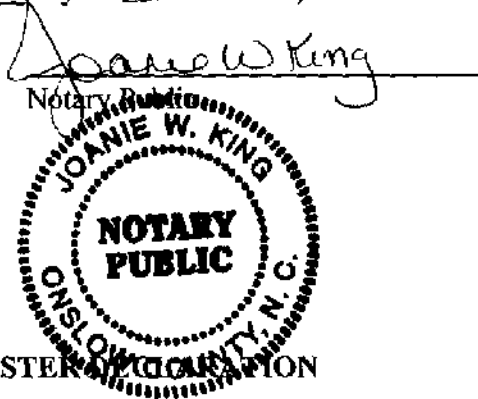


EXHIBIT A TO AMENDMENT TO MASTER DEED

BEING all of those numbered lots as shown on that plat entitled "CYPRESS BAY, SECTION II AT CAROLINA FOREST" as recorded in Map Book 49, Page 68, Onslow County Registry.

DATA\CLIENT\HDC\CAROLINA FOREST\RC\RC AMD CYPRESS BAY SF(021804)042604
RM165
K:\HDC\Carolina Forest\RC\amd cypressbay II 092005.wpd\092905

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Doc ID: 001065790003 Type: CRP
Recorded: 06/07/2006 at 11:26:05 AM
Fee Amt: \$20.00 Page 1 of 3
Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2670 PG 247-249

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, NC 28540

Index in the Grantor Index:

Carolina Forest
Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.
Cypress Bay, Section III (SF) at Carolina Forest

NORTH CAROLINA

ONSLOW COUNTY

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CYPRESS BAY, SECTION III AT CAROLINA FOREST
(Book 2442, Page 45)

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 7th day of JUNE, 2006, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

WHEREAS, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45, and amended in Book 2540, Page 305, and Book 2540, Page 308; and

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as CYPRESS BAY, SECTION III AT CAROLINA FOREST; and

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

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

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

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

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45, and amended in Book 2540, Page 305, and Book 2540, Page 308, Onslow County Registry. By the submission of CYPRESS BAY, SECTION III AT CAROLINA FOREST of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

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

CAROLINA FOREST DEVELOPERS, LLC

By: 

MICHAEL G. TUTON, Manager

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Onslow County
North Carolina

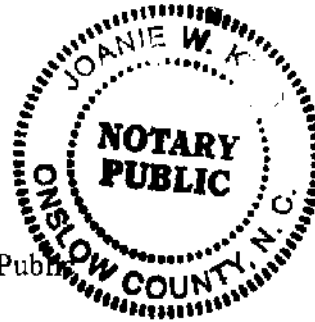
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: MICHAEL G. TUTON

Date: 6-7-06

Joanie W. King
(Official Signature of Notary)

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

, Notary Public



(Official Seal)


My commission expires: 5-24-08

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "FINAL PLAT, CYPRESS BAY, SECTION III AT CAROLINA FOREST" as recorded in Map Book 50, Page 236, Onslow County Registry.

DATA\CLIENT\HDC\CAROLINA FOREST\RC\RC AMD CYPRESS BAY SF(021804)042604
RM165 1092905
K:\HDC\CAROLINA FOREST\RC\AMD CYPRESSBAYIII 052606

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540


Doc ID: 002228060005 Type: CRP
Recorded: 01/17/2007 at 01:13:44 PM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2803 PG 925-929

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

Index in the Grantor Index:

Carolina Forest
Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.
Carriage Run, Section III-A (SF) at Carolina Forest

NORTH CAROLINA
ONSWLOW COUNTY

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)
CARRIAGE RUN, SECTION III-A AT CAROLINA FOREST

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 16th day of JANUARY, 2007, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

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

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as CARRIAGE RUN, SECTION III-A AT CAROLINA FOREST; and

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

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

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

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

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45, and amended in Book 2540, Page 305; Book 2540, Page 308, and Book 2670, Page 247, Onslow County Registry. By the submission of CARRIAGE RUN, SECTION III-A AT CAROLINA FOREST of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

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

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

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

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

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

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

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

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

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

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

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

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

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

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

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

CAROLINA FOREST DEVELOPERS, LLC

By: *Michael G. Tuton*
MICHAEL G. TUTON, Manager

NORTH CAROLINA
COUNTY OF ONSLOW
Onslow County
North Carolina

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

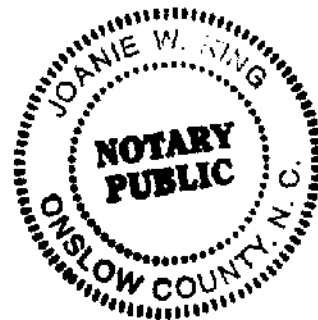
Date: 1-16-07

Joanie W. King
(Official Signature of Notary)

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

(Official Seal)

My commission expires: 5-24-08



ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "Final Plat Carriage Run Section III-A at Carolina Forest " as recorded in Map Book 52, Page 144, Onslow County Registry.

DATA\CLIENT\HDC\CAROLINAFOREST\RC\RC AMD CARRIAGE RUN SF(021804)042604\022205dh
RM165
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN II092905
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIA 102805(110205)071706fwe\dh\011607

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540



Doc ID: 002269470003 Type: CRP
Recorded: 02/23/2007 at 12:41:50 PM
Fee Amt: \$20.00 Page 1 of 3
Onslow County, NC
Maryland K. Washington Reg. of Deed
BK **2824** PG **855-857**

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

Index in the Grantor Index:

Carolina Forest
Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.

NORTH CAROLINA
ONSLow COUNTY

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

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 8th day of FEBRUARY, 2007, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45, and amended thereafter as recorded in the Onslow County Registry;

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed for the amendment pursuant to Paragraph 16 thereof by the owner of 51% of the lots;

WHEREAS, the Declarant, as owner of more than 51% of the lots does desire to amend and modify the terms of the Master Declaration to add an additional paragraph to allow a lot, portion thereof or part of the subdivision property to be used as a road or street;

NOW THEREFORE, the Declarant does hereby amend the terms and conditions set forth in said Master Declaration, as follows: .

1. NEW PROVISION: The following new provision (to be known and designated as Section 2.1 shall be added to Paragraph 8 (General Provisions) as follows:

Section 2.1 Road or Street Use: Notwithstanding anything to the contrary contained herein, any lot, portion of any lot, or a portion of the subdivision may be used for the purposes of a street or roadway, connecting portions of the subdivision with other portions of the subdivision, or connecting the subdivision to adjacent or other property.

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45, and as thereafter amended are hereby incorporated by reference.

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

CAROLINA FOREST DEVELOPERS, LLC

By: _____

MICHAEL G. TUTON, Manager

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

NORTH CAROLINA
COUNTY OF ONSLOW

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

Date: 2-8-07

Deborah J. Hemby
(Official Signature of Notary)

Deborah J. Hemby, Notary Public
(Notary's printed or typed name)
NOTARY PUBLIC
Official Seal Expires 9-19-2010
ONSLOW COUNTY, N.C.

K:\HDC\Carolina Forest\RC\Amd Carolina For Master road lot 020707.wpd



Doc ID: 002269470003 Type: CRP
Recorded: 02/23/2007 at 12:41:50 PM
Fee Amt: \$20.00 Page 1 of 3
Onslow County, NC
Maryland K. Washington Reg. of Deed
BK **2824** PG **855-857**

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

Index in the Grantor Index:

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Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.

NORTH CAROLINA
ONSLow COUNTY

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

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 8th day of FEBRUARY, 2007, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45, and amended thereafter as recorded in the Onslow County Registry;

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed for the amendment pursuant to Paragraph 16 thereof by the owner of 51% of the lots;

WHEREAS, the Declarant, as owner of more than 51% of the lots does desire to amend and modify the terms of the Master Declaration to add an additional paragraph to allow a lot, portion thereof or part of the subdivision property to be used as a road or street;

NOW THEREFORE, the Declarant does hereby amend the terms and conditions set forth in said Master Declaration, as follows: .

1. NEW PROVISION: The following new provision (to be known and designated as Section 2.1 shall be added to Paragraph 8 (General Provisions) as follows:

Section 2.1 Road or Street Use: Notwithstanding anything to the contrary contained herein, any lot, portion of any lot, or a portion of the subdivision may be used for the purposes of a street or roadway, connecting portions of the subdivision with other portions of the subdivision, or connecting the subdivision to adjacent or other property.

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45, and as thereafter amended are hereby incorporated by reference.

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

CAROLINA FOREST DEVELOPERS, LLC

By: _____

MICHAEL G. TUTON, Manager

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

NORTH CAROLINA
COUNTY OF ONSLOW

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

Date: 2-8-07

Deborah J. Hemby
(Official Signature of Notary)

Deborah J. Hemby, Notary Public
(Notary's printed or typed name)
NOTARY PUBLIC
Official Seal Expires 9-19-2010
ONSLOW COUNTY, N.C.

K:\HDC\Carolina Forest\RC\Amd Carolina For Master road lot 020707.wpd



Doc ID: 003887130004 Type: CRP
Recorded: 05/11/2007 at 10:49:26 AM
Fee Amt: \$23.00 Page 1 of 4
Onslow County, NC
Maryland K. Washington Reg. of Deeds

6K 2871 PG 598-601

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

Index in the Grantor Index:

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Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.
Southpointe and a portion of Charleston Place at Carolina Forest

NORTH CAROLINA
ONSILOW COUNTY

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)
SOUTHPOINTE AND A PORTION OF
CHARLESTON PLACE AT CAROLINA FOREST

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 9th day of MAY, 2007, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45; and amended in

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, and Book 2803, Page 925, and Book 2824, Page 855, Onslow County Registry;

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

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as SOUTHPOINTE AND A PORTION OF CHARLESTON PLACE AT CAROLINA FOREST; and

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

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

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

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

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

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

CAROLINA FOREST DEVELOPERS, LLC

By: *Michael G. Tuton*
MICHAEL G. TUTON, Manager

NORTH CAROLINA
COUNTY OF ONSLOW

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

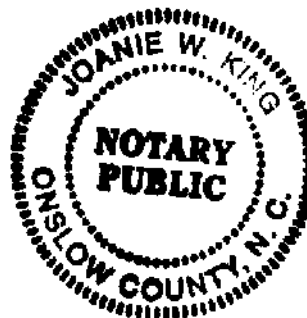
Date: 5-9-07

Joanie W. King
(Official Signature of Notary)

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

(Official Seal)

My commission expires: 5-24-08



ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "Final Plat SOUTHPOINTE and a portion of Charleston Place at Carolina Forest " as recorded in Map Book 53, Page 94, Onslow County Registry.

DATA\CLIENT\HDC\CAROLINAFOREST\RC\RC AMD CARRIAGE RUN SF(021804)042604\022205dh
RM165
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN II092905
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIA 102805(110205)071706fwe\dh\011607
K:\HDC\CAROLINAFOREST\RC\AMD SPOINTE CHARLPLACE 050307

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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Doc ID: 004047540005 Type: CRP
Recorded: 09/12/2007 at 11:33:16 AM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Maryland K. Washington Reg. of Deeds

BK 2945 PG 328-332

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

Index in the Grantor Index:

Carolina Forest
Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.
Carriage Run, Section III-B (SF) at Carolina Forest

NORTH CAROLINA
ONSLow COUNTY

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)
CARRIAGE RUN, SECTION III-B AT CAROLINA FOREST

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 11th day of ^{September}~~AUGUST~~, 2007, by and between **CAROLINA FOREST DEVELOPERS, LLC**, hereinafter called "Declarants" pursuant to North Carolina law:

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

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Jwa

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

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as CARRIAGE RUN, SECTION III-B AT CAROLINA FOREST; and

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

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

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

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

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

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

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

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

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

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

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

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

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

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

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

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

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

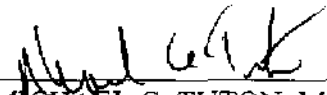
(d) All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

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

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

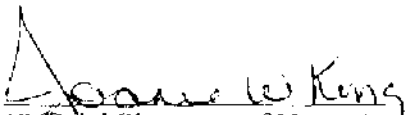
CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

NORTH CAROLINA
COUNTY OF ONSLOW
Onslow County
North Carolina

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

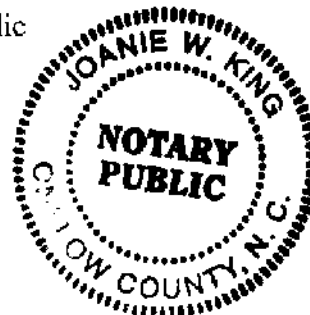
Date: 9-11-07


(Official Signature of Notary)

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

(Official Seal)

My commission expires: 5-24-08



ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1806
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "Final Plat Carriage Run Section III-B at Carolina Forest " as recorded in Map Book 54, Page 9, Onslow County Registry.

DATA\CLIENT\HDC\CAROLINAFOREST\RC\RC AMD CARRIAGE RUN SF(021804)042604\022205dh
RM165
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN II092905
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIA 102805(110205)071706fwe\dh\011607
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIB 083107

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

5
26.00
Frank



Doc ID: 004047540005 Type: CRP
Recorded: 09/12/2007 at 11:33:16 AM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Maryland K. Washington Reg. of Deeds

BK 2945 PG 328-332

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

Index in the Grantor Index:

Carolina Forest
Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.
Carriage Run, Section III-B (SF) at Carolina Forest

NORTH CAROLINA
ONSLow COUNTY

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)
CARRIAGE RUN, SECTION III-B AT CAROLINA FOREST

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 11th day of ^{September}~~AUGUST~~, 2007, by and between **CAROLINA FOREST DEVELOPERS, LLC**, hereinafter called "Declarants" pursuant to North Carolina law:

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

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Jul

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

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as CARRIAGE RUN, SECTION III-B AT CAROLINA FOREST; and

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

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

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

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

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

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

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

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

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

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

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

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

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

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

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

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

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

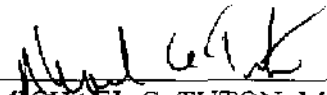
(d) All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

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

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

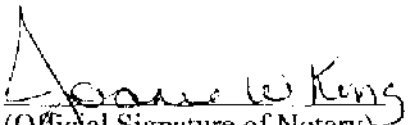
CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

NORTH CAROLINA
COUNTY OF ONSLOW
Onslow County
North Carolina

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

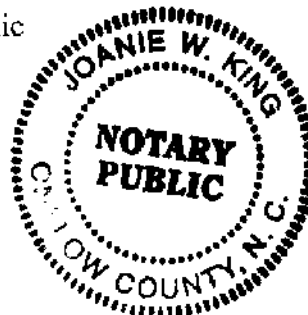
Date: 9-11-07


(Official Signature of Notary)

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

(Official Seal)

My commission expires: 5-24-08



ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1806
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "Final Plat Carriage Run Section III-B at Carolina Forest " as recorded in Map Book 54, Page 9, Onslow County Registry.

DATA\CLIENT\HDC\CAROLINAFOREST\RC\RC AMD CARRIAGE RUN SF(021804)042604\022205dh
RM165
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN II092905
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIA 102805(110205)071706fwe\dh\011607
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIB 083107

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Doc ID: 004081310005 Type: CRP
Recorded: 10/02/2007 at 10:50:21 AM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Maryland K. Washington Reg. of Deeds
BK **2955** PG **557-561**

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

Index in the Grantor Index:

Carolina Forest
Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.
Vineyard Pointe at Carolina Forest

NORTH CAROLINA
ONSLow COUNTY

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

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

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

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

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

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

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

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

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

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

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

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

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

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

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

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

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

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

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

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

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

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

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

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

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

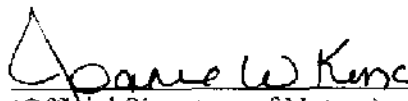
CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

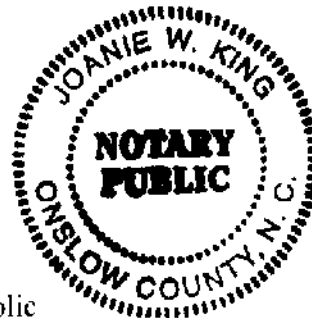
NORTH CAROLINA
COUNTY OF ONSLOW

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

Date: October 1, 2007


(Official Signature of Notary)

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



(Official Seal)
My commission expires: 5-24-08

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

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

DATA\CLIENT\HDC\CAROLINAFOREST\RC\RC AMD CARRIAGE RUN SF(021804)042604\022205dh
RM165
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN II092905
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIA 102805(110205)071706fwe\dh\011607
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIB 083107
K\HDC\CAROLINA FOREST\RC\AMD VINEYARD POINTE 092107(092107)

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

5
26.00
Frank



Doc ID: 004164780005 Type: CRP
Recorded: 12/13/2007 at 11:25:57 AM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Maryland K. Washington Reg. of Deeds

BK **2989** PG **951-955**

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

Index in the Grantor Index:

Carolina Forest
Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.
Carriage Run, Section III-C (SF) at Carolina Forest

NORTH CAROLINA
ONslow COUNTY

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)
CARRIAGE RUN, SECTION III-C AT CAROLINA FOREST

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 13 day of DECEMBER, 2007, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598, Book 2945, Page 328, and Book 2955, Page 557, Onslow County Registry;

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as CARRIAGE RUN, SECTION III-C AT CAROLINA FOREST; and

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

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

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

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

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855, Book 2871, Page 598, Book 2945, Page 328, and Book 2955, Page 557, Onslow County Registry. By the submission of CARRIAGE RUN, SECTION III-C AT CAROLINA FOREST of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

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

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

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

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

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

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

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

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

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

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

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

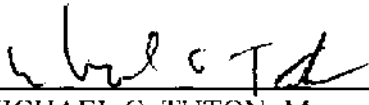
(c) Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.

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

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

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

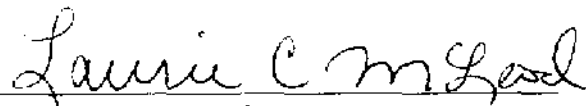
CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

NORTH CAROLINA
COUNTY OF ONSLOW

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

Date: 12-13-07


(Official Signature of Notary)

Laurie C. McLeod, Notary Public
(Notary's printed or typed name)

(Official Seal)

My commission expires: 2-28-11



EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "Final Plat Carriage Run Section III-C at Carolina Forest " as recorded in Map Book 54, Page 151, Onslow County Registry.

DATA\CLIENT\HDC\CAROLINAFOREST\RC\RC AMD CARRIAGE RUN SF(021804)042604\022205dh
RM165
KAHDC\CAROLINA FOREST\RC\AMD CAR RUN II092905
KAHDC\CAROLINA FOREST\RC\AMD CAR RUN IIIA 102805(110205)071706fwe\dh\011607
KAHDC\CAROLINA FOREST\RC\AMD CAR RUN IIIB 083107
KAHDC\CAROLINA FOREST\RC\AMD VINEYARD POINTE 092107(092107)
KAHDC\CAROLINA FOREST\RC\AMD CAR RUN IIIC 111607

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540



Doc ID: 004502480006 Type: CRP
Recorded: 08/13/2008 at 11:08:02 AM
Fee Amt: \$29.00 Page 1 of 6
Onslow County, NC
Maryland K. Washington Reg. of Deed:
BK **3112** PG **22-27**

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

Index in the Grantor Index:

Carolina Forest
Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.
Carriage Run, Section IV-A (SF) at Carolina Forest

NORTH CAROLINA
ONSWLOW COUNTY

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)
CARRIAGE RUN, SECTION IV-A AT CAROLINA FOREST

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 1st day of August, 2008, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

2824, Page 855; Book 2871, Page 598, Book 2945, Page 328, Book 2955, Page 557 and Book 2989, Page 951, Onslow County Registry;

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

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as CARRIAGE RUN, SECTION IV-A AT CAROLINA FOREST; and

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

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

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

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

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855, Book 2871, Page 598, Book 2945, Page 328, Book 2955, Page 557 and Book 2989, Page 951, Onslow County Registry. By the submission of CARRIAGE RUN, SECTION IV-A AT CAROLINA FOREST of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

3. ANIMALS-APPLICABLE TO EXHIBIT A PROPERTY ONLY: Except as specifically allowed elsewhere herein, no animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept provided that said pet shall

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

not be kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Any pet which is not kept inside a home shall be provided a fenced in area or cage in the rear yard of a lot. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. The following dog breeds shall be specifically prohibited: Rottweiler, Doberman, Mastiff, Boxer, Bulldog, Pit Bulls, Chows and wolf hybrids. In addition, the Association shall specifically have the power and responsibility to designate, based upon temperament, size and/or nature or tendencies, from time to time a list of breeds of animals which shall be prohibited on any lot.

The Owner is responsible to pick up, remove all solid wastes of their pets and to dispose of the solid waste in an Association approved container and in such manner as directed by the Association.

In addition to the above, inherently dangerous animals shall be prohibited. "Inherently dangerous animal" means any nondomesticated animal for which evidence demonstrates that unprotected human contact with the species can result in a life threatening injury or disease to those who come in contact directly or indirectly. The following are examples of inherently dangerous animals, but shall not be deemed an exclusive listing: Bats, wolves and wolf hybrids, lions, tigers, cheetahs, jaguars, cougars, leopards, snow leopards, clouded leopards, all hycna species, all bear species, all apes, Old and New World monkeys, and prosimians, all elephant species, rhinoceroses, hippopotamus, gaur, banteng, kouprey, anoa, Cape buffalo, all Crocodilia, – all species, all elodermatidae – all species, green anaconda, Amethystine python, African rock python, and Reticulated python and all venomous snakes.

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

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

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

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

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

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

(F) This project proposes a curb outlet system. Each designated curb outlet swale

**ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540**

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

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

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

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

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

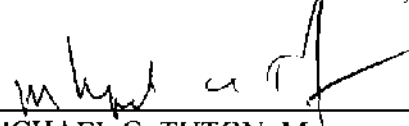
(c) Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.

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

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

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

CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

NORTH CAROLINA
COUNTY OF ONSLOW

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

Date: 8-1-08

Joanie W King
(Official Signature of Notary)

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

(Official Seal)

My commission expires: 5-24-13

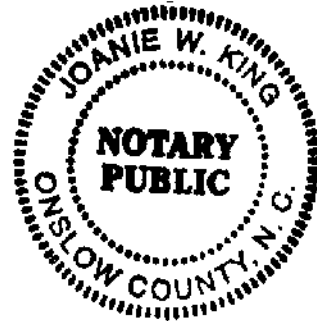


EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "Final Plat Carriage Run Section IV-A at Carolina Forest " as recorded in Map Book 56, Page 100, Onslow County Registry.

DATA\CLIENT\HDC\CAROLINAFOREST\RC\RC AMD CARRIAGE RUN SF(021804)042604\022205dh
RM165
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIO92905
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIA 102805(110205)071706fwe\dh\011607
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIB 083107
K\HDC\CAROLINA FOREST\RC\AMD VINEYARD POINTE 092107(092107)
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIC 111607
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IVA 072808

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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Doc ID: 004737630004 Type: CRP
Recorded: 08/15/2008 at 12:18:04 PM
Fee Amt: \$23.00 Page 1 of 4
Onslow County, NC
Maryland K. Washington Reg. of Deeds
BK **3112** PG **942-945**

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

Index in the Grantor Index:

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Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.

NORTH CAROLINA
ONSLow COUNTY

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)
[Animals\Allowable\Prohibited Structure
and Contractor Assessment Waiver]

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 15th day of AUGUST, 2008, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

2824, Page 855; Book 2871, Page 598, Book 2945, Page 328, Book 2955, Page 557 and Book 2989, Page 951, Onslow County Registry;

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed for the amendment pursuant to Paragraph 16 thereof by the owner of 51% of the lots;

WHEREAS, the Declarant, as owner of more than 51% of the lots does desire to amend and modify the terms of the Master Declaration to add an additional paragraph to allow a lot, portion thereof or part of the subdivision property to be used as a road or street;

NOW THEREFORE, the Declarant does hereby amend the terms and conditions set forth in said Master Declaration, as follows:

1. That paragraph 7 (ASSESSMENTS), subparagraph C (Minimum Annual Assessment) shall be amended to add the following additional paragraph to be known as the "Contractor Assessment Waiver Amendment":

Notwithstanding anything to the contrary contained in Paragraph 7 (ASSESSMENTS), subparagraph C (Minimum Annual Assessment) or in these Restrictions or amendments thereto, a purchaser who or which shall purchase a lot for the purpose of the construction of a residence for sale in the ordinary course of said purchaser's business shall pay no assessment until the subsequent resale to a purchaser for the use as a residence.

2. That paragraph 8 (GENERAL RESTRICTIONS), subparagraph A., Section 2, shall be replaced as follows:

Section 2. Allowable/Prohibited Structure: No structure shall be erected, altered, placed or permitted to remain on any Lot other than a single, one family dwelling not to exceed three stories in height, (which may include separate living quarters for one or more members of the owners' family or relative), a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. Each dwelling shall contain a minimum of 1300 heated square feet. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

3. That paragraph 8 (GENERAL RESTRICTIONS), subparagraph D, shall be replaced as follows:

ANIMALS: Except as specifically allowed elsewhere herein, no animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept provided that said pet shall not be kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner

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825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

of said pet unless said pet is attended and on a leash. Any pet which is not kept inside a home shall be provided a fenced in area or cage in the rear yard of a lot. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. The following dog breeds shall be specifically prohibited: Rottweiler, Doberman, Mastiff, Boxer, Bulldog, Pit Bulls, Chows and wolf hybrids. In addition, the Association shall specifically have the power and responsibility to designate, based upon temperament, size and/or nature or tendencies, from time to time a list of breeds of animals which shall be prohibited on any lot.

The Owner is responsible to pick up, remove all solid wastes of their pets and to dispose of the solid waste in an Association approved container and in such manner as directed by the Association.

In addition to the above, inherently dangerous animals shall be prohibited. "Inherently dangerous animal" means any nondomesticated animal for which evidence demonstrates that unprotected human contact with the species can result in a life threatening injury or disease to those who come in contact directly or indirectly. The following are examples of inherently dangerous animals, but shall not be deemed an exclusive listing: Bats, wolves and wolf hybrids, lions, tigers, cheetahs, jaguars, cougars, leopards, snow leopards, clouded leopards, all hyena species, all bear species, all apes, Old and New World monkeys, and prosimians, all elephant species, rhinoceroses, hippopotamus, gaur, banteng, kouprey, anoa, Cape buffalo, all Crocodilia, – all species, aHelodermatidae – all species, green anaconda, Amethystine python, African rock python, and Reticulated python and all venomous snakes.

4. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45, and as thereafter amended are hereby incorporated by reference.

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

CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

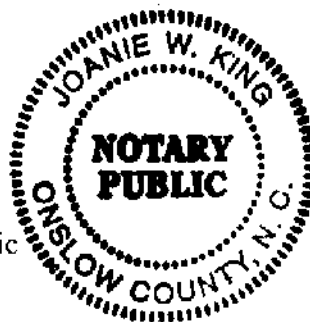
NORTH CAROLINA
COUNTY OF ONSLOW

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

Date: 8-15-08

Joanie W. King
(Official Signature of Notary)

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



(Official Seal)

My commission expires: 5-24-13

K:\HDC\CAROLINA FOREST\RC\AMD CAROLINA FOR MATER ROAD LOT 020707

K:\HDC\Carolina Forest\RC\Amd Carolina For Master assessment contractor 080408.wpd\fwc080508

RM11383\REV081408

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825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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Recorded: 08/15/2008 at 12:19:49 PM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Maryland K. Washington Reg. of Deeds
BK 3112 PG 946-950

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

Index in the Grantor Index:

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Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.
Southpointe Section II-A at Carolina Forest

NORTH CAROLINA
ONSIOW COUNTY

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)
SOUTHPOINTE II-A AT CAROLINA FOREST

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 15th day of AUGUST, 2008, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book

✓
ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

2824, Page 855; Book 2871, Page 598; Book 2945, Page 328; Book 2955, Page 557; Book 2989, Page 951; Book 3112, Page 22, and Book 3112, Page 946 Onslow County Registry;

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

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as SOUTHPOINTE SECTION II-A AT CAROLINA FOREST; and

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

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

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

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

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45; and amended in Book 2540, Page 305; Book 2540, Page 308; Book 2670, Page 247; Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598; Book 2945, Page 328; Book 2955, Page 557; Book 2989, Page 951; Book 3112, Page 22, and Book 3112, Page 946 Onslow County Registry. By the submission of SOUTHPOINTE SECTION II-A AT CAROLINA FOREST of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.



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825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

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

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

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

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

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

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

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


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

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

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

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


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


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825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

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

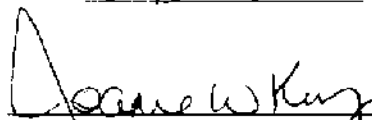
CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

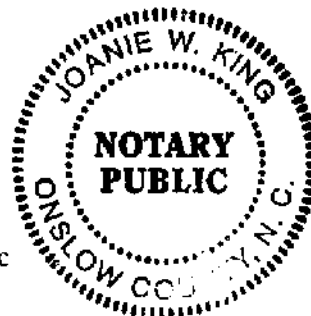
NORTH CAROLINA
COUNTY OF ONSLOW

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

Date: 8-15-08


(Official Signature of Notary)

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



(Official Seal)
My commission expires: 5-24-13

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "FINAL PLAT SOUTHPOINTE SECTION II-A AT CAROLINA FOREST " as recorded in Map Book 56, Page 143, Onslow County Registry.

DATA\CLIENT\HDC\CAROLINAFOREST\RC\RC AMD CARRIAGE RUN SF(021804)042604\022205dh
RM165
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN II092905
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIA 102805(110205)071706fwe\dh\011607
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIB 083107
K\HDC\CAROLINA FOREST\RC\AMD VINEYARD POINTE 092107(092107)
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIC 111607
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IVA 072808
K\HDC\CAROLINA FOREST\RC\AMD SPOINTE II-A 081408

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540



Doc ID: 006999280005 Type: CRP
Recorded: 11/19/2008 at 12:52:42 PM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Maryland K. Washington Reg. of Deeds

BK **3150** PG **494-498**

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

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Southpointe Section II-B at Carolina Forest

NORTH CAROLINA
ONSLow COUNTY

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)
SOUTHPOINTE II-B AT CAROLINA FOREST

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 7th day of NOVEMBER, 2008, by and between **CAROLINA FOREST DEVELOPERS, LLC**, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, **CAROLINA FOREST DEVELOPERS, LLC** has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598; Book 2945, Page 328; Book 2955, Page 557; Book 2989,

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Page 951; Book 3112, Page 22; Book 3112, Page 942; and Book 3112, Page 946, Onslow County Registry;

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

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as SOUTHPOINTE SECTION II-B AT CAROLINA FOREST; and

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

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

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

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

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45; and amended in Book 2540, Page 305; Book 2540, Page 308; Book 2670, Page 247; Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598; Book 2945, Page 328; Book 2955, Page 557; Book 2989, Page 951; Book 3112, Page 22; Book 3112, Page 942; and Book 3112, Page 946, Onslow County Registry. By the submission of SOUTHPOINTE SECTION II-B AT CAROLINA FOREST of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

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

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

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

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

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

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

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

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

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

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

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

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

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

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

CAROLINA FOREST DEVELOPERS, LLC

By: Michael G. Tuton
MICHAEL G. TUTON, Manager

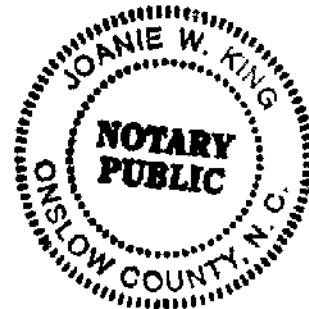
NORTH CAROLINA
COUNTY OF ONSLOW

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

Date: 11-7-08

Joanie W. King
(Official Signature of Notary)

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



(Official Seal)

My commission expires: 5-24-2013

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "FINAL PLAT
SOUTHPOINTE SECTION II-B AT CAROLINA FOREST " as recorded in Map
Book 57, Page 11, Onslow County Registry.

DATA\CLIENT\HDC\CAROLINAFOREST\RC\RC AMD CARRIAGE RUN SF(021804)042604\022205dh
RM165
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN II092905
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIA 102805(110205)071706fwe\dh\011607
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIB 083107
K\HDC\CAROLINA FOREST\RC\AMD VINEYARD POINTE 092107(092107)
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIC 111607
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IVA 072808
K\HDC\CAROLINA FOREST\RC\AMD SPOINTE II-A 081408
K\HDC\CAROLINA FOREST\RC\AMD SPOINTE II-B 110408(110508)

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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Frank



Doc ID: 007146730003 Type: CRP
Recorded: 02/19/2009 at 01:00:02 PM
Fee Amt: \$20.00 Page 1 of 3
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK **3183** PG **615-617**

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

Index in the Grantor Index:

Carolina Forest
Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.

NORTH CAROLINA
ONslow COUNTY

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)
[Minimum Square Footage]

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 13th day of FEBRUARY, 2009, by and between **CAROLINA FOREST DEVELOPERS, LLC**, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, **CAROLINA FOREST DEVELOPERS, LLC** has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598, Book 2945, Page 328, Book 2955, Page 557, Book 2989, Page 951, Book 3112, Page 22, Book 3112, Page 942, and Book 3112, Page 946, and Book 3150, Page 494, Onslow County Registry;

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed for the amendment pursuant to Paragraph 16 thereof by the owner of 51% of the lots;

WHEREAS, the Declarant, as owner of more than 51% of the lots does desire to amend and modify the terms of the Master Declaration to add an additional paragraph to allow a lot, portion thereof or part of the subdivision property to be used as a road or street;

NOW THEREFORE, the Declarant does hereby amend the terms and conditions set forth in said Master Declaration, as follows:

1. That paragraph 8 (GENERAL RESTRICTIONS BOOK 2442, PAGE 45 and that AMENDMENT BOOK 3112, PAGE 942), subparagraph A., Section 2, shall be replaced as follows:

Section 2. Allowable/Prohibited Structure: No structure shall be erected, altered, placed or permitted to remain on any Lot other than a single, one family dwelling not to exceed three stories in height, (which may include separate living quarters for one or more members of the owners' family or relative), a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45, and as thereafter amended are hereby incorporated by reference.

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

CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

NORTH CAROLINA
COUNTY OF ONSLOW

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

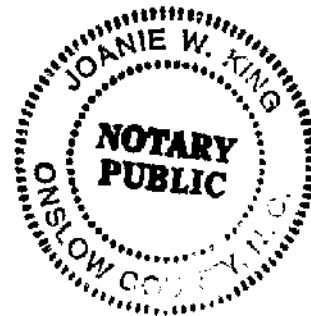
Date: 2-13-09

Joanie W King
(Official Signature of Notary)

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

(Official Seal)

My commission expires: 5-24-13



K:\HDC\CAROLINA FOREST\RC\AMD CARFOR MASTER MINSQ\FOOTAGE 021209
RM11383

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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29.00



Doc ID: 007522210006 Type: CRP
Recorded: 08/25/2009 at 02:42:02 PM
Fee Amt: \$29.00 Page 1 of 6
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK 3285 PG 425-430

Prepared by: **FRANK W. ERWIN, ATTORNEY**
825 Gum Branch Road, Suite 115
Jacksonville, NC 28540

Index in the Grantor Index:

Carolina Forest
Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.
Carriage Run, Section IV-B (SF) at Carolina Forest

NORTH CAROLINA
ONslow COUNTY

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)
CARRIAGE RUN, SECTION IV-B AT CAROLINA FOREST

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 20th day of AUGUST, 2009, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598, Book 2945, Page 328, Book 2955, Page 557 and Book 2989,

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Page 951, Book 3112, Page 22; Book 3112, Page 942; Book 3112, Page 946; Book 3150, Page 494; and Book 3183, Page 615, Onslow County Registry.

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

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as CARRIAGE RUN, SECTION IV-B AT CAROLINA FOREST; and

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

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

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

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

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855, Book 2871, Page 598, Book 2945, Page 328, Book 2955, Page 557 and Book 2989, Page 951, Book 3112, Page 22; Book 3112, Page 942; Book 3112, Page 946; Book 3150, Page 494; and Book 3183, Page 615, Onslow County Registry. By the submission of CARRIAGE RUN, SECTION IV-B AT CAROLINA FOREST of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

3. ANIMALS-APPLICABLE TO EXHIBIT A PROPERTY ONLY: Except as specifically allowed elsewhere herein, no animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept provided that said

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

pet shall not be kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Any pet which is not kept inside a home shall be provided a fenced in area or cage in the rear yard of a lot. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. The following dog breeds shall be specifically prohibited: Rottweiler, Doberman, Mastiff, Boxer, Bulldog, Pit Bulls, Chows and wolf hybrids. In addition, the Association shall specifically have the power and responsibility to designate, based upon temperament, size and/or nature or tendencies, from time to time a list of breeds of animals which shall be prohibited on any lot.

The Owner is responsible to pick up, remove all solid wastes of their pets and to dispose of the solid waste in an Association approved container and in such manner as directed by the Association.

In addition to the above, inherently dangerous animals shall be prohibited. "Inherently dangerous animal" means any nondomesticated animal for which evidence demonstrates that unprotected human contact with the species can result in a life threatening injury or disease to those who come in contact directly or indirectly. The following are examples of inherently dangerous animals, but shall not be deemed an exclusive listing: Bats, wolves and wolf hybrids, lions, tigers, cheetahs, jaguars, cougars, leopards, snow leopards, clouded leopards, all hyena species, all bear species, all apes, Old and New World monkeys, and prosimians, all elephant species, rhinoceroses, hippopotamus, gaur, banteng, kouprey, anoa, Cape buffalo, all Crocodilia, - all species, all Helodermatidae - all species, green anaconda, Amethystine python, African rock python, and Reticulated python and all venomous snakes.

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

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


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

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

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

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

(F) This project proposes a curb outlet system. Each designated curb outlet swale


ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

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

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

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

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

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

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

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

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

CAROLINA FOREST DEVELOPERS, LLC

By:


MICHAEL G. TUTON, Manager

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

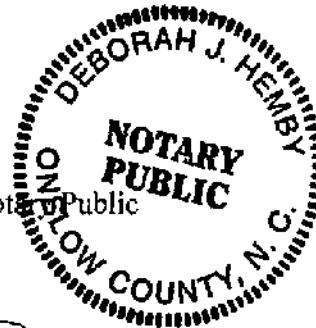
NORTH CAROLINA
COUNTY OF ONSLOW

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

Date: 8-20-09

Deborah J. Hemby
(Official Signature of Notary)

Deborah J. Hemby, Notary Public
(Notary's printed or typed name)



(Official Seal)

My commission expires: 9-19-2010
W

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "Final Plat Carriage Run Section IV-B at Carolina Forest " as recorded in Map Book 58, Page 130, Onslow County Registry.

DATA\CLIENT\HDC\CAROLINAFOREST\RC\RC AMD CARRIAGE RUN SF(021804)042604\022205dh
RM165
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIO92905
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIA 102805(110205)071706fwe\dh\011607
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIB 083107
K:\HDC\CAROLINA FOREST\RC\AMD VINEYARD POINTE 092107(092107)
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIC 111607
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IVA 072808
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IVB 081909

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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Frank

Doc ID: 007780660006 Type: CRP
Kind: RESTRICTIVE COVENANT
Recorded: 12/29/2009 at 11:55:44 AM
Fee Amt: \$29.00 Page 1 of 6
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3342 PG 188-193

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, NC 28540

Index in the Grantor Index:

Carolina Forest
Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.
Ivy Glen Section I at Carolina Forest

NORTH CAROLINA
ONSLow COUNTY

**AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)
IVY GLEN SECTION I AT CAROLINA FOREST**

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 21st day of DECEMBER, 2009, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598, Book 2945, Page 328, Book 2955, Page 557 and Book 2989,

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Page 951, Book 3112, Page 22; Book 3112, Page 942; Book 3112, Page 946; Book 3150, Page 494; Book 3183, Page 615, and Book 3285, Page 425, Onslow County Registry.

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

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as IVY GLEN SECTION I AT CAROLINA FOREST; and

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

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

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

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

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855, Book 2871, Page 598, Book 2945, Page 328, Book 2955, Page 557 and Book 2989, Page 951, Book 3112, Page 22; Book 3112, Page 942; Book 3112, Page 946; Book 3150, Page 494; Book 3183, Page 615, and Book 3285, Page 425, Onslow County Registry. By the submission of IVY GLEN SECTION I AT CAROLINA FOREST of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

3. ANIMALS-APPLICABLE TO EXHIBIT A PROPERTY ONLY: Except as specifically allowed elsewhere herein, no animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept provided that said

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

pet shall not be kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Any pet which is not kept inside a home shall be provided a fenced in area or cage in the rear yard of a lot. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. The following dog breeds shall be specifically prohibited: Rottweiler, Doberman, Mastiff, Boxer, Bulldog, Pit Bulls, Chows and wolf hybrids. In addition, the Association shall specifically have the power and responsibility to designate, based upon temperament, size and/or nature or tendencies, from time to time a list of breeds of animals which shall be prohibited on any lot.

The Owner is responsible to pick up, remove all solid wastes of their pets and to dispose of the solid waste in an Association approved container and in such manner as directed by the Association.

In addition to the above, inherently dangerous animals shall be prohibited. "Inherently dangerous animal" means any nondomesticated animal for which evidence demonstrates that unprotected human contact with the species can result in a life threatening injury or disease to those who come in contact directly or indirectly. The following are examples of inherently dangerous animals, but shall not be deemed an exclusive listing: Bats, wolves and wolf hybrids, lions, tigers, cheetahs, jaguars, cougars, leopards, snow leopards, clouded leopards, all hyena species, all bear species, all apes, Old and New World monkeys, and prosimians, all elephant species, rhinoceroses, hippopotamus, gaur, banteng, kouprey, anoa, Cape buffalo, - all species, a Helodermatidae - all species, green anaconda, Amethystine python, African rock python, and Reticulated python and all venomous snakes.

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

(A) The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 051061 and SW8 080227MOD, as issued by the Division of Water Quality under NCAC 2H.1000.

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

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

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

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

(F) This project proposes a curb outlet system. Each designated curb outlet swale

**ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540**

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

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

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

(a) The maximum allowable built-upon area per lot is 2086 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

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

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

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

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

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

CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

NORTH CAROLINA
COUNTY OF ONSLOW

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

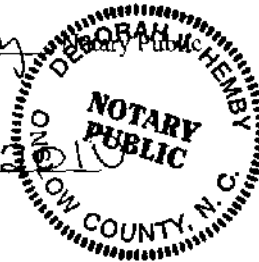
Date: 12-21-2009

Deborah J. Hemby
(Official Signature of Notary)

Deborah J. Hemby
(Notary's printed or typed name)

(Official Seal)

My commission expires: 9-19-2010



ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled
"FINAL PLAT IVY GLEN SECTION I AT CAROLINA FOREST"
as recorded in Map Book 59, Page 58, Onslow County Registry.

DATA\CLIENT\HDC\CAROLINAFOREST\RC\RC AMD CARRIAGE RUN SF(021804)042604\022205.dh
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIO92905
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIA 102805(110205)071706fwe\dh\011607
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIB 083107
K\HDC\CAROLINA FOREST\RC\AMD VINEYARD POINTE 092107(092107)
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIC 111607
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IVA 072808
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IVB 081909
K\HDC\CAROLINA FOREST\RC\AMD IVY GLEN SEC I (112309)rev113009\121609
RM165

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Doc ID: 007798010008 Type: CRP
Kind: RESTRICTIVE COVENANT
Recorded: 01/04/2010 at 11:32:47 AM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3344 pg 282-286

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

Index in the Grantor Index:

Carolina Forest
Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.
Southpointe Section II-C at Carolina Forest

NORTH CAROLINA
ONSWLOW COUNTY

**AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)
SOUTHPOINTE II-C AT CAROLINA FOREST**

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 29th day of DECEMBER, 2009, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598; Book 2945, Page 328; Book 2955, Page 557; Book 2989,

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Page 951; Book 3112, Page 22; Book 3112, Page 942; Book 3112, Page 946, and Book 3342 Page 188, Onslow County Registry;

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

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as SOUTHPOINTE SECTION II-C AT CAROLINA FOREST; and

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

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

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

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

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45; and amended in Book 2540, Page 305; Book 2540, Page 308; Book 2670, Page 247; Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598; Book 2945, Page 328; Book 2955, Page 557; Book 2989, Page 951; Book 3112, Page 22; Book 3112, Page 942; Book 3112, Page 946, and Book 3342, Page 188, Onslow County Registry. By the submission of SOUTHPOINTE SECTION II-C AT CAROLINA FOREST of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

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

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

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

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

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

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

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

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

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

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

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

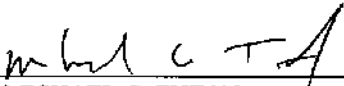
(d) All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

**ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540**

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

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

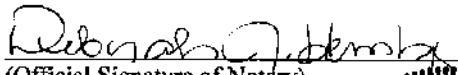
CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

NORTH CAROLINA
COUNTY OF ONSLOW

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

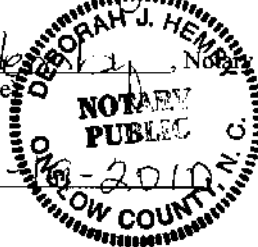
Date: 12-29-09


(Official Signature of Notary)

Deborah J. Henry, Notary Public
(Notary's printed or typed name)

(Official Seal)

My commission expires: 9-16-2010



ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540


EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "FINAL PLAT
SOUTHPOINTE SECTION II-C AT CAROLINA FOREST " as recorded in Map
Book 59, Page 65, Onslow County Registry.

DATA\CLIENT\HDC\CAROLINAFOREST\RC\RC AMD CARRIAGE RUN SF(021804)042604\022205dh
RM165
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN II092905
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIA 102805(110205)071706fwe\dh\011607
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIB 083107
K:\HDC\CAROLINA FOREST\RC\AMD VINEYARD POINTE 092107(092107)
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIC 111607
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IVA 072808
K:\HDC\CAROLINA FOREST\RC\AMD SPOINTE II-A 081408
K:\HDC\CAROLINA FOREST\RC\AMD SPOINTE II-B 110408(110508)
K:\HDC\CAROLINA FOREST\RC\AMD SPOINTE II-C 121809

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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Doc ID: 008057520006 Type: ORP
Recorded: 04/29/2010 at 12:14:15 PM
Fee Amt: \$28.00 Page 1 of 6
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK **3394** PG **747-752**

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, NC 28540

Index in the Grantor Index:

Carolina Forest
Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.
Carriage Run, Section V-A (SF) at Carolina Forest

NORTH CAROLINA
ONslow COUNTY

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)
CARRIAGE RUN, SECTION V-A AT CAROLINA FOREST

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 27th day of APRIL, 2010, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598; Book 2945, Page 328; Book 2955, Page 557; Book 2989,

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
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Page 951; Book 3112, Page 22; Book 3112, Page 942; Book 3112, Page 946, Book 3150, Page 494; Book 3183, Page 615; Book 3285, Page 425; Book 3342, Page 188, and Book 3344, Page 282, Onslow County Registry;

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

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as CARRIAGE RUN, SECTION V-A AT CAROLINA FOREST; and

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

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

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

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

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598; Book 2945, Page 328; Book 2955, Page 557; Book 2989, Page 951; Book 3112, Page 22; Book 3112, Page 942; Book 3112, Page 946, Book 3150, Page 494; Book 3183, Page 615; Book 3285, Page 425; Book 3342, Page 188, and Book 3344, Page 282, Onslow County Registry. By the submission of CARRIAGE RUN, SECTION V-A AT CAROLINA FOREST of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

✓

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

3. ANIMALS-APPLICABLE TO EXHIBIT A PROPERTY ONLY: Except as specifically allowed elsewhere herein, no animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept provided that said pet shall not be kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Any pet which is not kept inside a home shall be provided a fenced in area or cage in the rear yard of a lot. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. The following dog breeds shall be specifically prohibited: Rottweiler, Doberman, Mastiff, Boxer, Bulldog, Pit Bulls, Chows and wolf hybrids. In addition, the Association shall specifically have the power and responsibility to designate, based upon temperament, size and/or nature or tendencies, from time to time a list of breeds of animals which shall be prohibited on any lot.

The Owner is responsible to pick up, remove all solid wastes of their pets and to dispose of the solid waste in an Association approved container and in such manner as directed by the Association.

In addition to the above, inherently dangerous animals shall be prohibited. "Inherently dangerous animal" means any nondomesticated animal for which evidence demonstrates that unprotected human contact with the species can result in a life threatening injury or disease to those who come in contact directly or indirectly. The following are examples of inherently dangerous animals, but shall not be deemed an exclusive listing: Bats, wolves and wolf hybrids, lions, tigers, cheetahs, jaguars, cougars, leopards, snow leopards, clouded leopards, all hyena species, all bear species, all apes, Old and New World monkeys, and prosimians, all elephant species, rhinoceroses, hippopotamus, gaur, banteng, kouprey, anoa, Cape buffalo, all Crocodilia, - all species, aHelodermatidae - all species, green anaconda, Amethystine python, African rock python, and Reticulated python and all venomous snakes.

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

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

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

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

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

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

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ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

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

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

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

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

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

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

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

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

CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

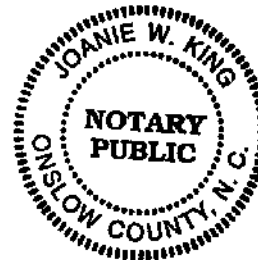
NORTH CAROLINA
COUNTY OF ONSLOW

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

Date: 4-27-10

Joanie W. King
(Official Signature of Notary)

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



(Official Seal)

My commission expires: 5-24-13
✓

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "Final Plat Carriage Run Section V-A at Carolina Forest " as recorded in Map Book 59, Page 198, Onslow County Registry.

DATA\CLIENT\HDC\CAROLINAFOREST\RC\AMD CARRIAGE RUN SF(021804)042604\022205dh
RM165
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN II092905
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIA 102805(110205)071706fwe\dh\011607
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIB 083107
K:\HDC\CAROLINA FOREST\RC\AMD VINEYARD POINTE 092107(092107)
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIC 111607
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IVA 072808
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IVB 081909
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN VA 033110

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825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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Fee Amt: \$29.00 Page 1 of 6
Onslow County, NC
Rebecca L. Poilard Reg. of Deeds
BK **3410** PG **712-717**

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, NC 28540

Index in the Grantor Index:

Carolina Forest
Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.
Carriage Run, Section IV-C (SF) at Carolina Forest

NORTH CAROLINA
ONSLOW COUNTY

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)
CARRIAGE RUN, SECTION IV-B AT CAROLINA FOREST

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 24th day of MAY, 2010, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598, Book 2945, Page 328, Book 2955, Page 557 and Book 2989, Page 951, Book 3112, Page 22; Book 3112, Page 942; Book 3112, Page 946; Book 3150, Page 494;

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825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

and Book 3183, Page 615; Book 3285, Page 425; Book 3342, Page 188; Book 3344, Page 282; and Book 3394, Page 747, Onslow County Registry.

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

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as CARRIAGE RUN, SECTION IV-C AT CAROLINA FOREST; and

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

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

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

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3. ANIMALS-APPLICABLE TO EXHIBIT A PROPERTY ONLY: Except as specifically allowed elsewhere herein, no animals, livestock, or poultry of any kind shall be kept or

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ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

maintained on any Lot or in any dwelling except that household pets may be kept provided that said pet shall not be kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Any pet which is not kept inside a home shall be provided a fenced in area or cage in the rear yard of a lot. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. The following dog breeds shall be specifically prohibited: Rottweiler, Doberman, Mastiff, Boxer, Bulldog, Pit Bulls, Chows and wolf hybrids. In addition, the Association shall specifically have the power and responsibility to designate, based upon temperament, size and/or nature or tendencies, from time to time a list of breeds of animals which shall be prohibited on any lot.

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

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

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

(F) This project proposes a curb outlet system. Each designated curb outlet swale

~
ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

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

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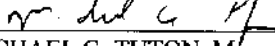
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(d) All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

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

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

✓
CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

NORTH CAROLINA
COUNTY OF ONSLOW

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

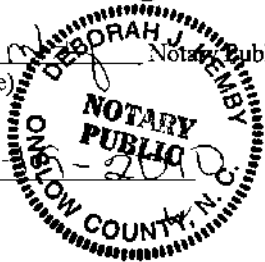
Date: May 24, 2010

Deborah J. Hemby
(Official Signature of Notary)

Deborah J. Hemby Notary Public
(Notary's printed or typed name)

(Official Seal)

My commission expires: 9-2010



ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

5

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "Final Plat Carriage Run Section IV-C at Carolina Forest " as recorded in Map Book 60, Page 38, Onslow County Registry.

DATA\CLIENT\HDC\CAROLINAFOREST\RC\AMD CARRIAGE RUN SF(021804)042604\022205dh
RM165
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN II092905
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIA 102805(110205)071706fwe\dh\011607
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIB 083107
K:\HDC\CAROLINA FOREST\RC\AMD VINEYARD POINTE 092107(092107)
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIC 111607
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IVA 072808
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IVB 081909
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IV-C 052410

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540



Doc ID: 008343610006 Type: CRP
Recorded: 07/27/2010 at 12:02:55 PM
Fee Amt: \$29.00 Page 1 of 6
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK 3444 PG 596-601

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, NC 28540

Index in the Grantor Index:

Carolina Forest
Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.
Ivy Glen Section II at Carolina Forest

NORTH CAROLINA
ONslow COUNTY

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)
IVY GLEN SECTION II AT CAROLINA FOREST

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 23rd day of JULY, 2010, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598, Book 2945, Page 328, Book 2955, Page 557 and Book 2989, Page 951, Book 3112, Page 22; Book 3112, Page 942; Book 3112, Page 946; Book 3150, Page 494;

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Book 3183, Page 615; Book 3285, Page 425; Book 3342, Page 188; Book 3344, Page 282; Book 3394, Page 747; and Book 3410, Page 712, Onslow County Registry.

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

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as IVY GLEN SECTION II AT CAROLINA FOREST; and

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

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

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

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

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855, Book 2871, Page 598, Book 2945, Page 328, Book 2955, Page 557 and Book 2989, Page 951, Book 3112, Page 22; Book 3112, Page 942; Book 3112, Page 946; Book 3150, Page 494; Book 3183, Page 615, and Book 3285, Page 425; Book 3342, Page 188; Book 3344, Page 282; Book 3394, Page 747, and Book 3410, Page 712, Onslow County Registry.

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

By the submission of IVY GLEN SECTION II AT CAROLINA FOREST of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

3. ANIMALS-APPLICABLE TO EXHIBIT A PROPERTY ONLY: Except as specifically allowed elsewhere herein, no animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept provided that said pet shall not be kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Any pet which is not kept inside a home shall be provided a fenced in area or cage in the rear yard of a lot. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. The following dog breeds shall be specifically prohibited: Rottweiler, Doberman, Mastiff, Boxer, Bulldog, Pit Bulls, Chows and wolf hybrids. In addition, the Association shall specifically have the power and responsibility to designate, based upon temperament, size and/or nature or tendencies, from time to time a list of breeds of animals which shall be prohibited on any lot.

The Owner is responsible to pick up, remove all solid wastes of their pets and to dispose of the solid waste in an Association approved container and in such manner as directed by the Association.

In addition to the above, inherently dangerous animals shall be prohibited. "Inherently dangerous animal" means any nondomesticated animal for which evidence demonstrates that unprotected human contact with the species can result in a life threatening injury or disease to those who come in contact directly or indirectly. The following are examples of inherently dangerous animals, but shall not be deemed an exclusive listing: Bats, wolves and wolf hybrids, lions, tigers, cheetahs, jaguars, cougars, leopards, snow leopards, clouded leopards, all hyena species, all bear species, all apes, Old and New World monkeys, and prosimians, all elephant species, rhinoceroses, hippopotamus, gaur, banteng, kouprey, anoa, Cape buffalo, all Crocodilia, – all species, aHelodermatidae – all species, green anaconda, Amethystine python, African rock python, and Reticulated python and all venomous snakes.

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

(A) The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 051061 and SW8 080227MOD, as issued by the Division of Water Quality under NCAC 2H.1000.

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

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

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

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

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

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

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

(a) The maximum allowable built-upon area per lot is 2086 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

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

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

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

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

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

CAROLINA FOREST DEVELOPERS, LLC

By: *Michael G. Tuton*
MICHAEL G. TUTON, Manager

NORTH CAROLINA
COUNTY OF ONSLOW

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

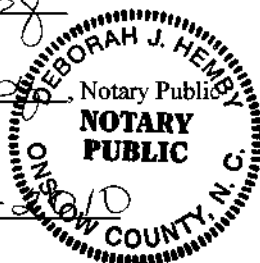
Date: 7-23-2010

Deborah J. Hemby
(Official Signature of Notary)

Deborah J. Hemby
(Notary's printed or typed name)

(Official Seal)

My commission expires: 9-19-2010




ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "FINAL PLAT IVY GLEN SECTION II AT CAROLINA FOREST" as recorded in Map Book 60, Page 93, Onslow County Registry.

DATA\CLIENT\HDC\CAROLINAFOREST\RC\RC AMD CARRIAGE RUN SF(021804)042604\022205dh
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN II092905
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIA 102805(110205)071706fwe\dh\011607
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIB 083107
K:\HDC\CAROLINA FOREST\RC\AMD VINEYARD POINTE 092107(092107)
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIC 111607
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IVA 072808
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IVB 081909
K:\HDC\CAROLINA FOREST\RC\AMD IVY GLEN SEC I (112309)rev113009\121609
RM165
K:\HDC\CAROLINA FOREST\RC\AMD IVY GLEN SEC II 070110

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540


Doc ID: 008343620003 Type: CRP
Recorded: 07/27/2010 at 12:03:22 PM
Fee Amt: \$20.00 Page 1 of 3
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3444 PG 602-604

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

Index in the Grantor Index:

Carolina Forest
Carolina Forest Subdivision
Carolina Forest Developers, LLC
Carolina Forest Architectural Control Committee
Carolina Forest Community Services Association, Inc.

NORTH CAROLINA
ONSLOW COUNTY

**AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)**
[Paragraph 8 D]

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 21st day of JULY, 2010, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45, as amended thereafter;

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed for the amendment pursuant to Paragraph 16 thereof by the owner of 51% of the lots;

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

WHEREAS, the Declarant, as owner of more than 51% of the lots does desire to amend and modify the terms of the Master Declaration to add an additional paragraph to allow a lot, portion thereof or part of the subdivision property to be used as a road or street;

NOW THEREFORE, the Declarant does hereby amend the terms and conditions set forth in said Master Declaration, as follows:

1. That PARAGRAPH 8, SUBPARAGRAPH D(GENERAL RESTRICTIONS BOOK 2442, PAGE 45, as amended, shall be deleted in its entirety and shall be replaced and hereafter read as follows:

D. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept provided that said pet shall not exceed 90 pounds in weight and are not kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. The following dog breeds shall be specifically prohibited: Rottweiler, Doberman, Mastiff, Bull Dog, Pit Bulls, Chows and wolf hybrids. In addition, the Association shall specifically have the power and responsibility to designate, based upon temperament, size and/or nature or tendencies, from time to time a list of breeds of animals which shall be prohibited on any lot.

The Owner is responsible to pick up, remove all solid wastes of their pets and to dispose of the solid waste in an Association approved container and in such manner as directed by the Association.

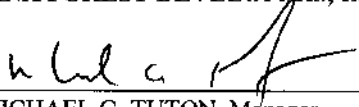
In addition to the above, inherently dangerous animals shall be prohibited. "Inherently dangerous animal" means any nondomesticated animal for which evidence demonstrates that unprotected human contact with the species can result in a life threatening injury or disease to those who come in contact directly or indirectly. The following are examples of inherently dangerous animals, but shall not be deemed an exclusive listing: Bats, wolves and wolf hybrids, lions, tigers, cheetahs, jaguars, cougars, leopards, snow leopards, clouded leopards, all hyena species, all bear species, all apes, Old and New World monkeys, and prosimians, all elephant species, rhinoceroses, hippopotamus, gaur, banteng, kouprey, anoa, Cape buffalo, all Crocodilia, – all species, aHelodermatidae – all species, green anaconda, Amethystine python, African rock python, and Reticulated python and all venomous snakes.

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45, and as thereafter amended are hereby incorporated by reference.

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

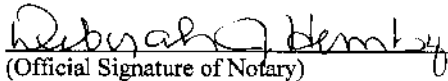
CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

NORTH CAROLINA
COUNTY OF ONSLOW

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

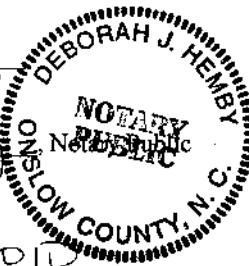
Date: 7-26-2010


(Official Signature of Notary)

Deborah J. Hemby
(Notary's printed or typed name)

(Official Seal)

My commission expires: 9-19-2010



K:\HDC\CAROLINA FOREST\RC\AMD CARFOR MASTER MINSQFOOTAGE 021209
RM11383
K:\HDC\CAROLINA FOREST\RC\AMD CARFOR AMD ANIMAL 072110
fwe 072110

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540



Doc ID: 008504130006 Type: CRP
Recorded: 10/25/2010 at 01:41:34 PM
Fee Amt: \$29.00 Page 1 of 6
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK 3493 PG 209-214

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, NC 28540

NORTH CAROLINA
ONslow COUNTY

**AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)
CARRIAGE RUN, SECTION V-B AT CAROLINA FOREST**

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 22ND day of OCTOBER, 2010, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598; Book 2945, Page 328; Book 2955, Page 557; Book 2989, Page 951; Book 3112, Page 22; Book 3112, Page 942; Book 3112, Page 946, Book 3150, Page 494; Book 3183, Page 615; Book 3285, Page 425; Book 3342, Page 188, and Book 3344, Page 282, Book 3394, Page 747; Book 3410, Page 712; Book 3444, Page 596; and Book 3444, Page 602, Onslow County Registry;

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

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as CARRIAGE RUN, SECTION V-B AT CAROLINA FOREST; and

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

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

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

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

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598; Book 2945, Page 328; Book 2955, Page 557; Book 2989, Page 951; Book 3112, Page 22; Book 3112, Page 942; Book 3112, Page 946, Book 3150, Page 494; Book 3183, Page 615; Book 3285, Page 425; Book 3342, Page 188, and Book 3344, Page 282, Book 3394, Page 747; Book 3410, Page 712; Book 3444, Page 596; and Book 3444, Page 602, Onslow County Registry. By the submission of CARRIAGE RUN, SECTION V-B AT CAROLINA FOREST of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

3. ANIMALS-APPLICABLE TO EXHIBIT A PROPERTY ONLY: Except as specifically allowed elsewhere herein, no animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept provided that said pet shall not be kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Any pet which is not kept inside a home shall be provided a fenced in area or cage in the rear yard of a lot. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. The following dog breeds shall be specifically prohibited: Rottweiler, Doberman, Mastiff, Boxer, Bulldog, Pit Bulls, Chows and

~
ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

wolf hybrids. In addition, the Association shall specifically have the power and responsibility to designate, based upon temperament, size and/or nature or tendencies, from time to time a list of breeds of animals which shall be prohibited on any lot.

The Owner is responsible to pick up, remove all solid wastes of their pets and to dispose of the solid waste in an Association approved container and in such manner as directed by the Association.

In addition to the above, inherently dangerous animals shall be prohibited. "Inherently dangerous animal" means any nondomesticated animal for which evidence demonstrates that unprotected human contact with the species can result in a life threatening injury or disease to those who come in contact directly or indirectly. The following are examples of inherently dangerous animals, but shall not be deemed an exclusive listing: Bats, wolves and wolf hybrids, lions, tigers, cheetahs, jaguars, cougars, leopards, snow leopards, clouded leopards, all hyena species, all bear species, all apes, Old and New World monkeys, and prosimians, all elephant species, rhinoceroses, hippopotamus, gaur, banteng, kouprey, anoa, Cape buffalo, all Crocodilia, - all species, aHelodermatidae - all species, green anaconda, Amethystine python, African rock python, and Reticulated python and all venomous snakes.

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

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

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

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

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

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

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

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

W

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

- (a) The maximum allowable built-upon area per lot is 3600 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
- (b) Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.
- (c) Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.
- (d) All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

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

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

w
CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

NORTH CAROLINA
COUNTY OF ONSLOW

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

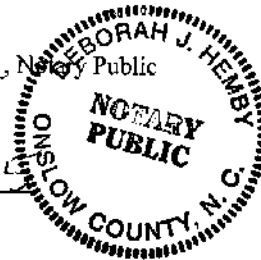
Date: 9-10-22-10

Deborah J. Hemby
(Official Signature of Notary)

Deborah J. Hemby
(Notary's printed or typed name)

(Official Seal)

My commission expires: 9-19-2014



ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "Final Plat Carriage Run Section V-B at Carolina Forest " as recorded in Map Book 60, Page 231, Onslow County Registry.

DATA\CLIENT\HDC\CAROLINA FOREST\RC\RC AMD CARRIAGE RUN SF(021804)042604\022205dh
RM165
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN II092905
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIA 102805(110205)071706fwe\dh\011607
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIB 083107
K:\HDC\CAROLINA FOREST\RC\AMD VINEYARD POINTE 092107(092107)
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIC 111607
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K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN IVB 081909
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN VA 033110
K:\HDC\CAROLINA FOREST\RC\AMD CAR RUN VB 102210

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825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Doc ID: 009044500008 Type: CRP
Recorded: 07/05/2011 at 01:06:03 PM
Fee Amt: \$29.00 Page 1 of 8
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3618 PG 406-411

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, NC 28540

NORTH CAROLINA
ONSLOW COUNTY

**AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST (Book 2442, Page 45)
SOUTHPOINTE SECTION III AT CAROLINA FOREST**

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 5th day of JUNE, 2011, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598; Book 2945, Page 328; Book 2955, Page 557; Book 2989, Page 951; Book 3112, Page 22; Book 3112, Page 942; Book 3112, Page 946, Book 3150, Page 494; Book 3183, Page 615; Book 3285, Page 425; Book 3342, Page 188, and Book 3344, Page 282, Book 3394, Page 747; Book 3410, Page 712; Book 3444, Page 596; Book 3444, Page 602, and Book 3493, Page 209, Onslow County Registry;

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

ERWIN & SIMPSON Attorneys, P.L.L.C. - Telephone: (910) 455-1800
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WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as SOUTHPOINTE, SECTION III AT CAROLINA FOREST; and

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

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

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

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

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598; Book 2945, Page 328; Book 2955, Page 557; Book 2989, Page 951; Book 3112, Page 22; Book 3112, Page 942; Book 3112, Page 946, Book 3150, Page 494; Book 3183, Page 615; Book 3285, Page 425; Book 3342, Page 188, and Book 3344, Page 282, Book 3394, Page 747; Book 3410, Page 712; Book 3444, Page 596; Book 3444, Page 602, and Book 3493, Page 209, Onslow County Registry. By the submission of SOUTHPOINTE, SECTION III AT CAROLINA FOREST of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

3. ANIMALS-APPLICABLE TO EXHIBIT A PROPERTY ONLY: Except as specifically allowed elsewhere herein, no animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept provided that said pet shall not be kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Any pet which is not kept inside a home shall be provided a fenced in area or cage in the rear yard of a lot. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. The following dog breeds shall be specifically prohibited: Rottweiler, Doberman, Mastiff, Boxer, Bulldog, Pit Bulls, Chows and

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wolf hybrids. In addition, the Association shall specifically have the power and responsibility to designate, based upon temperament, size and/or nature or tendencies, from time to time a list of breeds of animals which shall be prohibited on any lot.

The Owner is responsible to pick up, remove all solid wastes of their pets and to dispose of the solid waste in an Association approved container and in such manner as directed by the Association.

In addition to the above, inherently dangerous animals shall be prohibited. "Inherently dangerous animal" means any nondomesticated animal for which evidence demonstrates that unprotected human contact with the species can result in a life threatening injury or disease to those who come in contact directly or indirectly. The following are examples of inherently dangerous animals, but shall not be deemed an exclusive listing: Bats, wolves and wolf hybrids, lions, tigers, cheetahs, jaguars, cougars, leopards, snow leopards, clouded leopards, all hyena species, all bear species, all apes, Old and New World monkeys, and prosimians, all elephant species, rhinoceroses, hippopotamus, gaur, banteng, kouprey, anoa, Cape buffalo, all Crocodilia, - all species, aHelodermatidae - all species, green anaconda, Amethystine python, African rock python, and Reticulated python and all venomous snakes.

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

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

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

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

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

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

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

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

ERWIN & SIMPSON Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

- (a) The maximum allowable built-upon area per lot is 3600 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
- (b) Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.
- (c) Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.
- (d) All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

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

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

CAROLINA FOREST DEVELOPERS, LLC

By: _____

MICHAEL G. TUTON, Manager

ERWIN & SIMPSON Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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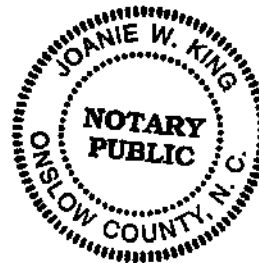
NORTH CAROLINA
COUNTY OF ONSLOW

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

Date: 7-5-11

Joanie W. King
(Official Signature of Notary)

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



(Official Seal)
My commission expires: 5-24-13

W
ERWIN & SIMPSON Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "FINAL PLAT SOUTHPOINTE, SECTION III AT CAROLINA FOREST " as recorded in Map Book 62, Page 81, Onslow County Registry.

DATA\CLIENT\HDC\CAROLINAFOREST\RC\RC AMD CARRIAGE RUN SF(021804)042604\022205dh
RM165
KAHDC\CAROLINA FOREST\RC\AMD CAR RUN II092905
KAHDC\CAROLINA FOREST\RC\AMD CAR RUN IIIA 102805(110205)071706fwe\dh\011607
KAHDC\CAROLINA FOREST\RC\AMD CAR RUN IIIB 083107
KAHDC\CAROLINA FOREST\RC\AMD VINEYARD POINTE 092107(092107)
KAHDC\CAROLINA FOREST\RC\AMD CAR RUN IIIC 111607
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KAHDC\CAROLINA FOREST\RC\AMD CAR RUN VB 102210
KAHDC\CAROLINA FOREST\RC\AMD SOUTHPT III 062911

ERWIN & SIMPSON Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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Fee Amt: \$26.00 Page 1 of 6
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK **3733** PG **329-334**

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, NC 28540

NORTH CAROLINA
ONslow COUNTY

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

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 27th day of FEBRUARY, 2012, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598; Book 2945, Page 328; Book 2955, Page 557; Book 2989, Page 951; Book 3112, Page 22; Book 3112, Page 942; Book 3112, Page 946, Book 3150, Page 494; Book 3183, Page 615; Book 3285, Page 425; Book 3342, Page 188, and Book 3344, Page 282, Book 3394, Page 747; Book 3410, Page 712; Book 3444, Page 596; Book 3444, Page 602, Book 3493, Page 209, and Book 3618, Page 406, Onslow County Registry;

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

ERWIN & SIMPSON Attorneys, PLLC - Telephone: (910) 455-1800
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WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as CHARLESTON PLACE AT CAROLINA FOREST; and

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


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

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

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

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45; and amended in Book 2540, Page 305, Book 2540, Page 308, and Book 2670, Page 247, Book 2803, Page 925; Book 2824, Page 855; Book 2871, Page 598; Book 2945, Page 328; Book 2955, Page 557; Book 2989, Page 951; Book 3112, Page 22; Book 3112, Page 942; Book 3112, Page 946, Book 3150, Page 494; Book 3183, Page 615; Book 3285, Page 425; Book 3342, Page 188, and Book 3344, Page 282, Book 3394, Page 747; Book 3410, Page 712; Book 3444, Page 596; Book 3444, Page 602, and Book 3493, Page 209, and Book 3618, Page 406, Onslow County Registry. By the submission of CHARLESTON PLACE AT CAROLINA FOREST of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

3. ANIMALS-APPLICABLE TO EXHIBIT A PROPERTY ONLY: Except as specifically allowed elsewhere herein, no animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept provided that said pet shall not be kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Any pet which is not kept inside a home shall be provided a fenced in area or cage in the rear yard of a lot. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. The following dog breeds shall be specifically prohibited: Rottweiler, Doberman, Mastiff, Boxer, Bulldog, Pit Bulls, Chows and

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wolf hybrids. In addition, the Association shall specifically have the power and responsibility to designate, based upon temperament, size and/or nature or tendencies, from time to time a list of breeds of animals which shall be prohibited on any lot.

The Owner is responsible to pick up, remove all solid wastes of their pets and to dispose of the solid waste in an Association approved container and in such manner as directed by the Association.

In addition to the above, inherently dangerous animals shall be prohibited. "Inherently dangerous animal" means any nondomesticated animal for which evidence demonstrates that unprotected human contact with the species can result in a life threatening injury or disease to those who come in contact directly or indirectly. The following are examples of inherently dangerous animals, but shall not be deemed an exclusive listing: Bats, wolves and wolf hybrids, lions, tigers, cheetahs, jaguars, cougars, leopards, snow leopards, clouded leopards, all hyena species, all bear species, all apes, Old and New World monkeys, and prosimians, all elephant species, rhinoceroses, hippopotamus, gaur, banteng, kouprey, anoa, Cape buffalo, all Crocodilia, - all species, aHelodermatidae - all species, green anaconda, Amethystine python, African rock python, and Reticulated python and all venomous snakes.

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

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

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

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

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

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

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

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

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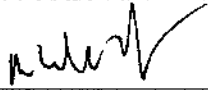
Special Provisions (1): In addition to the above, the following restrictions shall apply:

- (a) The maximum allowable built-upon area per lot is 3600 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
- (b) Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.
- (c) Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.
- (d) All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

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

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

CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

ERWIN & SIMPSON Attorneys, PLLC - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

NORTH CAROLINA
COUNTY OF ONSLOW

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

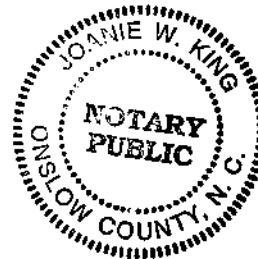
Date: 2-27-12

Joanie W. King
(Official Signature of Notary)

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

(Official Seal)

My commission expires: 5-24-13



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825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "FINAL PLAT CHARLESTON PLACE AT CAROLINA FOREST" as recorded in Map Book 63, Page 176, Onslow County Registry.

W

DATA\CLIENT\HDC\CAROLINAFOREST\RC\AMD CARRIAGE RUN SF(021804)042604\022205dh
RM165
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN II092905
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIA 102805(110205)071706fwe\dh\011607
K\HDC\CAROLINA FOREST\RC\AMD CAR RUN IIIB 083107
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K\HDC\CAROLINA FOREST\RC\AMD CAR RUN VB 102210
K\HDC\CAROLINA FOREST\RC\AMD SOUTHPT III 062911
K\HDC\CAROLINA FOREST\RC\AMD CHARLESTON PL 022312

ERWIN & SIMPSON Attorneys, PLLC - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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Fee Amt: \$26.00 Page 1 of 6
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK **3802** PG **201-206**

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, NC 28540

NORTH CAROLINA
ONSLOW COUNTY

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

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CAROLINA FOREST, made this the 19th day of JUNE, 2012, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, CAROLINA FOREST DEVELOPERS, LLC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 2442, Page 45; and amended thereafter;

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

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

W

ERWIN & SIMPSON Attorneys, PLLC - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

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

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

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

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

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45; and amended thereafter. By the submission of CHARLESTON PLACE AT CAROLINA FOREST of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

3. ANIMALS-APPLICABLE TO EXHIBIT A PROPERTY ONLY: Except as specifically allowed elsewhere herein, no animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept provided that said pet shall not be kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Any pet which is not kept inside a home shall be provided a fenced in area or cage in the rear yard of a lot. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. The following dog breeds shall be specifically prohibited: Rottweiler, Doberman, Mastiff, Boxer, Bulldog, Pit Bulls, Chows and wolf hybrids. In addition, the Association shall specifically have the power and responsibility to designate, based upon temperament, size and/or nature or tendencies, from time to time a list of breeds of animals which shall be prohibited on any lot.

The Owner is responsible to pick up, remove all solid wastes of their pets and to dispose of the solid waste in an Association approved container and in such manner as directed by the Association.

~

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In addition to the above, inherently dangerous animals shall be prohibited. "Inherently dangerous animal" means any nondomesticated animal for which evidence demonstrates that unprotected human contact with the species can result in a life threatening injury or disease to those who come in contact directly or indirectly. The following are examples of inherently dangerous animals, but shall not be deemed an exclusive listing: Bats, wolves and wolf hybrids, lions, tigers, cheetahs, jaguars, cougars, leopards, snow leopards, clouded leopards, all hyena species, all bear species, all apes, Old and New World monkeys, and prosimians, all elephant species, rhinoceroses, hippopotamus, gaur, banteng, kouprey, anoa, Cape buffalo, all Crocodilia, – all species, all Elodermatidae – all species, green anaconda, Amethystine python, African rock python, and Reticulated python and all venomous snakes.

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

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

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

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

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

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

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

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

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

(a) The maximum allowable built-upon area per lot is 2,200 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon

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area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

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

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

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

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

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

CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

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NORTH CAROLINA
COUNTY OF ONSLOW

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

Date: June 18, 2012

Deborah J. Hemby
(Official Signature of Notary)

Deborah J. Hemby, Notary Public
(Notary's printed or typed name)

(Official Seal)
My commission expires 11-19-2015



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EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "REVISED FINAL
PLAT CHARLESTON PLACE AT CAROLINA FOREST " as recorded in Map
Book 64, Page 138, Onslow County Registry.

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Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK **3837** PG **383-387**

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

NORTH CAROLINA

AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
CAROLINA FOREST

ONSLOW COUNTY

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS,
made this the 21st day of AUGUST, 2012, by CAROLINA FOREST DEVELOPERS, LLC,
a North Carolina Limited Liability Company, hereinafter referred to as "Declarant";

Whereas, the Declarant has heretofore caused to be recorded a Master Declaration of
Restrictive Covenants in Book 2442, Page 45, Onslow County Registry, and amended thereafter.

WHEREAS, the Master Declaration as above recorded and originally published expressly
allowed for the amendment pursuant to Paragraph 16 (C) by the Declarant as required by a
governmental or regulatory agency;

WHEREAS, the Declarant does desire to amend and modify the terms of the Master
Declaration to amend that PARAGRAPH 8, SUBPARAGRAPH D(GENERAL RESTRICTIONS
BOOK 2442, PAGE 45, and as thereafter amended;

NOW THEREFORE, the Declarant does hereby amend the terms and conditions set forth
in said Master Declaration, and all amendments, as follows:

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1. That PARAGRAPH 8, SUBPARAGRAPH D (GENERAL RESTRICTIONS BOOK 2442, PAGE 45, as amended, shall be deleted in its entirety and shall be replaced and hereafter read as follows:

8. GENERAL RESTRICTIONS

2. STORMWATER RUNOFF APPLICABLE TO EXHIBIT A PROPERTY ONLY:

General Provisions:

B. As to that property designated as "Project Property or Area" and set out in Exhibit A-1 only: STORMWATER RUNOFF: General Provisions:

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

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

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

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

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

(6) Filling in piping or altering any 3:1 vegetated conveyances (ditches, swales, etc) associated with the development except for average driveway crossings, is prohibited by any persons.

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

(8) A 30' vegetated buffer must be maintained between all built-upon area and the Mean High Water line of surface waters.

(9) All roof drains shall terminate at least 30' from the Mean High Water mark.

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

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

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

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2442, Page 45, and as thereafter amended are hereby incorporated by reference.

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

CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

ERWIN & SIMPSON Attorneys, PLLC - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

North Carolina
Onslow County

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 above: MICHAEL G. TUTION

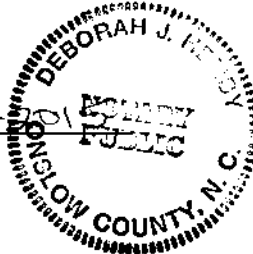
Date: 8-21-2012

Deborah J. Hemby
(Official Signature of Notary)

Deborah J. Hemby, Notary Public
(Notary's printed or typed name)

(Official Seal)

My commission expires: 9-19-2015



DATA\RE\RESCOV\PUD\AMDMT.FRM(082692)
R\RESCOV\AMEND PUD AND STRMWTR
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EXHIBIT A

Carolina Forest Stormwater Permit Transfer Information			
Section Name	Map Book/Page #	SW Permit #	Allowable BUA per lot
Cypress Bay, Section I	48/103	SW8 031118	2665 SF
Cypress Bay, Section II	49/68	SW8 031118	2665 SF
Cypress Bay, Section III	50/236	SW8 031118	2665 SF
Carriage Run, Section I	48/104	SW8 031119	3509 SF
Carriage Run, Section II	49/67	SW8 031119	3509 SF
Carriage Run, Section III-A	52/144	SW8 051061	2600 SF
Carriage Run, Section III-B	54/9	SW8 051061	2600 SF
Carriage Run, Section III-C	54/151	SW8 051061	2600 SF
Charleston Place	64/138	SW8 051061	2200 SF
Southpointe	53/94	SW8 051061	2200 SF
Vineyard Point	54/39	SW8 051061	2200 SF
Southpointe, Section II-A	56/143	SW8 070619	2200 SF
Southpointe, Section II-B	57/11	SW8 070619	2200 SF
Southpointe, Section II-C	59/65	SW8 070619	2200 SF
Carriage Run, Section IV-A	56/100	SW8 070619	2500 SF
Carriage Run, Section IV-B	58/130	SW8 070619	2500 SF
Carriage Run, Section IV-C	60/38	SW8 070619	2500 SF
Ivy Glen, Section I	59/58	SW8 080227 MOD	2086 SF
Ivy Glen, Section II	60/93	SW8 080227 MOD	2086 SF
Carriage Run, Section V-A	59/198	SW8 080413	2200 SF
Carriage Run, Section V-B	60/231	SW8 080413	2200 SF
Southpointe, Section III	62/81	SW8 100107	2232 SF

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