

STATE OF NORTH CAROLINA

AMENDMENT TO THE PROTECTIVE COVENANTS
AND RESTRICTIONS FOR KINGSBRIDGE ON
QUEENS CREEK SUBDIVISION:

COUNTY OF ONSLOW

This Amendment to the Protective Covenants and Restrictions made this 23rd day of May, 1986, by Queens Creek Associates, a North Carolina Partnership with its principal office in Carteret County, North Carolina, owner and developer of Kingsbridge on Queens Creek Subdivision, with said amendment being also joined in by Robert R. Levine, Trustee, and Peoples Bank & Trust Company, Wake County, North Carolina, Trustee and Lender under that certain Deed of Trust recorded in Book 730, page 16, Onslow County Registry, together with the designated owners and purchasers of individual lots within said subdivision as more particularly set out hereafter;

W I T N E S S E T H:

WHEREAS, Queens Creek Associates has heretofore recorded Protective Covenants and Restrictions for Phase I, Section 1, of Kingsbridge on Queens Creek Subdivision, in Book 740, page 64, Onslow County Registry, with amendments having been submitted thereto for Sections 2, 3, 4 and 5, Phase I, Kingsbridge on Queens Creek Subdivision, as recorded respectively in Book 741, page 374, Book 743, page 237, Book 750, page 351, and Book 756, page 556, Onslow County Registry;

WHEREAS, Paragraphs 2 and 14 in Section II of said Covenants as recorded in Book 740, page 64, Onslow County Registry, specifically reserve unto the Developer the right to change, alter, or redesignate roads, utility and drainage facilities, and also the right was reserved by the developer to amend or change

any part or all of these Protective Covenants and Restrictions by the filing in the Office of the Register of Deeds of Onslow County, a Declaration of Amended Protective Covenants and Restrictions with said amendments being made applicable to the conveyance of lots made subsequent to the recording of such Declaration of Amended Protective Covenants and Restrictions;

WHEREAS, Paragraph 11 of Section II of said Covenants as recorded in Book 740, page 64, Onslow County Registry, provide that the Covenants and Restrictions may be amended by an instrument executed by not less than two-thirds of the lot owners within said subdivision, and the lot owners executing this Declaration as hereinafter provided, constitute two-thirds of the lot owners within said subdivision, and the parties hereto now desire to provide for amendments to said Covenants by both Queens Creek Associates and by two-thirds of the owners of lots within said subdivision;

NOW, THEREFORE, in order to carry out the foregoing purposes, said developer together with the joinder of the Trustee and Lender under said Deed of Trust referred to above and two-thirds of the owners of lots in said subdivision, do hereby covenant and agree with all persons, firms or corporations now owning or hereafter acquiring any portion of the real property which is the subject of these covenants and the amendments thereto, that said real property as described in said Covenants recorded aforesaid in the Office of the Register of Deeds of

Onslow County, N. C., shall be made subject to the following amendments to said Protective Covenants and Restrictions as follows:

1. Subparagraph B, Paragraph 4, Section II is amended in its entirety to read as follows:

B. No building shall be erected or allowed to remain on any lot in said subdivision within 35 feet of the street abutting the front of each lot or within 9 feet of any side line of each lot, or within 30 feet of the rear lot line, or as said setbacks may be shown on the recorded maps of the subdivision, whichever is the greater amount of setback.

2. Section II is amended by adding a new Paragraph 11 entitled "Sewage Treatment" and renumbering the present Paragraphs 11 and 12 thereafter as new Paragraphs 12 and 13 respectively, said new Paragraph 11 being as follows:

11. Sewage Treatment

Until such time as the developer has provided for a wastewater treatment facility to treat sewage generated by houses and structures constructed on lots within said subdivision, then all sewage treatment shall be by individual septic tanks approved by and constructed in accordance with the rules and regulations of the State of North Carolina and the Onslow County Health Department. At such time as the developer has either constructed and completed a wastewater treatment facility on or near Kingsbridge on Queens Creek Subdivision properties so that lot purchasers may tie in to said facility, or when the developer has entered into an agreement with another utility company for the providing of wastewater treatment services to purchasers of lots within said subdivision, then all purchasers of lots after recordation of an agreement between the developer and the company to provide wastewater treatment services and/or recordation of notice to all future lot purchasers that wastewater treatment services are present within the subdivision, shall be obligated to connect to the wastewater facility or wastewater treatment system and to pay the established tap-on and connection fees required in order to obtain services. Additionally, all future lot purchasers thereafter shall be prohibited from using individual septic tanks for sewage treatment

and sewage disposal, and all sewage treatment and sewage disposal thereafter shall be through the company or facility providing wastewater treatment services then in effect.

At such time as wastewater or sewage treatment facility services are available within the subdivision, the developer shall cause either a copy of the agreement between the utility company and the developer guaranteeing wastewater treatment services to lot purchasers within the subdivision to be recorded, or developer shall record a notice to lot purchasers within the subdivision notifying all future lot purchaser that wastewater treatment facility services are then available and that all lot purchasers after that date shall be required to tap-on to, connect to and pay the connection charges and the monthly service charges thereafter. On and after the recordation of the agreement or notice, all purchasers taking title by deed from the developer or his successors and assigns thereafter shall be obligated to connect to the wastewater treatment system, to pay the connection and service charges established from time to time, and to comply with all rules and regulations of the sewage treatment facility owner/operator.

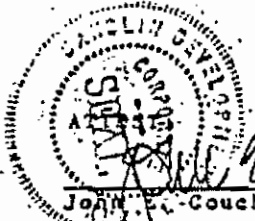
3. Excepted as amended herein, all the remaining terms and conditions of the Protective Covenants and Restrictions for Kingsbridge on Queens Creek Subdivision, together with the Amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the developer has executed this Amendment on the day and year first above written, and Peoples Bank & Trust Company and Robert R. LeVine have joined in the execution of this Amendment for purposes of subordinating said Deed of Trust recorded in Book 733, page 576, Osnow County Registry, to this Amendment. Additionally, seven (7) of the present ten (10) owners of lots within the subdivision constituting more than the required two-thirds percentage have

executed this Amendment on the day and year first above written.

QUEENS CREEK ASSOCIATES

BY: John M. Sandlin
Sandlin Development Company,
Managing Partner by John M.
Sandlin, President



John E. Couch, Jr.
John E. Couch, Jr. Secretary

STATE OF NORTH CAROLINA COUNTY OF CARTERET

I, a Notary Public certify that John E. Couch, Jr., personally came before me this day and acknowledged that he is Secretary of Sandlin Development Company, a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him as its Secretary.

Witness my hand and notarial seal, this 28th day of May 1986.

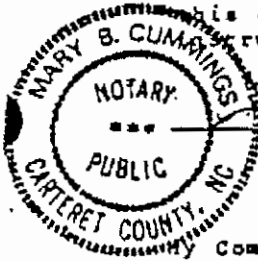
My Commission Expires: 11-19-90

Mary B. Cummings
Notary Public



STATE OF NORTH CAROLINA COUNTY OF CARTERET

I, a Notary Public of the County and State aforesaid, certify that William L. Hossley, personally appeared before me this day and acknowledged the execution of the foregoing instrument.



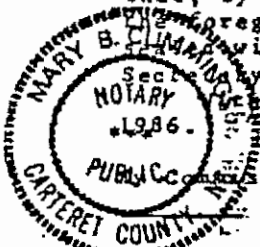
Witness my hand and official stamp or seal, this 28th day of May, 1986.

Mary B. Cummings
Notary Public

Commission Expires: 11-19-90

STATE OF NORTH CAROLINA COUNTY OF Carteret

I, a Notary Public certify that John E. Couch, Jr., personally came before me this day and acknowledged that he is Secretary of Sandlin Development Company, a corporation, and that, by authority duly given and as the act of the corporation, foregoing instrument was signed in its name by its President, with its corporate seal, and attested by him as its



Witness my hand and notarial seal, this 28th day of May, 1986.

Mary B. Cummings
Notary Public

Commission Expires: 11-19-90

STATE OF NORTH CAROLINA COUNTY OF Carteret

I, a Notary Public certify that William P. Grant, personally came before me this day and acknowledged that he is Secretary of Sunward Builders Group, Inc., a corporation, and by authority duly given and as the act of the corporation, foregoing instrument was signed in its name by its President, with its corporate seal, and attested by him as its



Secretary. Witness my hand and notarial seal, this 28th day of May, 1986.

Mary B. Cummings
Notary Public

Commission Expires: 11-19-90

NORTH CAROLINA, Onslow County

The foregoing certificate(s) of Mary B. Cummings

Notary(ies) Public is (are) certified to be correct. This instrument was prepared for registration and recorded in this office in

Book 785 Page 633 This 27th day of June

19 86 A.D. at 12:180 o'clock P. M.

Michael M. Hanna
Registrar of Deeds, Onslow County

Robert Knowlen (SEAL)
 Robert Knowlen
Holli Knowlen (SEAL)
 Holli Knowlen

John Larson (SEAL)
 John Larson

Darlene Larson (SEAL)
 Darlene Larson

Gary Horne (SEAL)
 Gary Horne

William Grant (SEAL)
 William Grant Willie Langston, Jr.

Alfred Eisenhardt (SEAL)
 Alfred Eisenhardt

Myra L. Eisenhardt (SEAL)
 Myra L. Eisenhardt

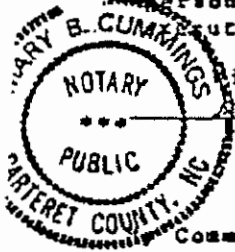
K. Walter Vinson (SEAL)
 K. Walter Vinson

William L. Moseley (SEAL)
 William L. Moseley

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, a Notary Public of the County and State aforesaid, certify that George Buzzy and wife, Mary Buzzy, personally appeared before me this day and acknowledged the execution of the foregoing instrument.



Witness my hand and official stamp or seal, this 18th day of May, 1986.

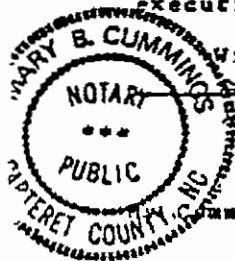
Mary B. Cummings
 Notary Public

Commission Expires: 11-19-90

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, a Notary Public of the County and State aforesaid, certify that John Larson and wife, Darlene Larson personally appeared before me this day and acknowledged the execution of the foregoing instrument.



Witness my hand and official stamp or seal, this 18th day of May, 1986.

Mary B. Cummings
 Notary Public

Commission Expires: 11-19-90