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

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

2005

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

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

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

STATEMENT OF PURPOSE

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

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

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

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

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

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

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

DUPLIN LAND DEVELOPMENT, INC.,
a North Carolina Corporation

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

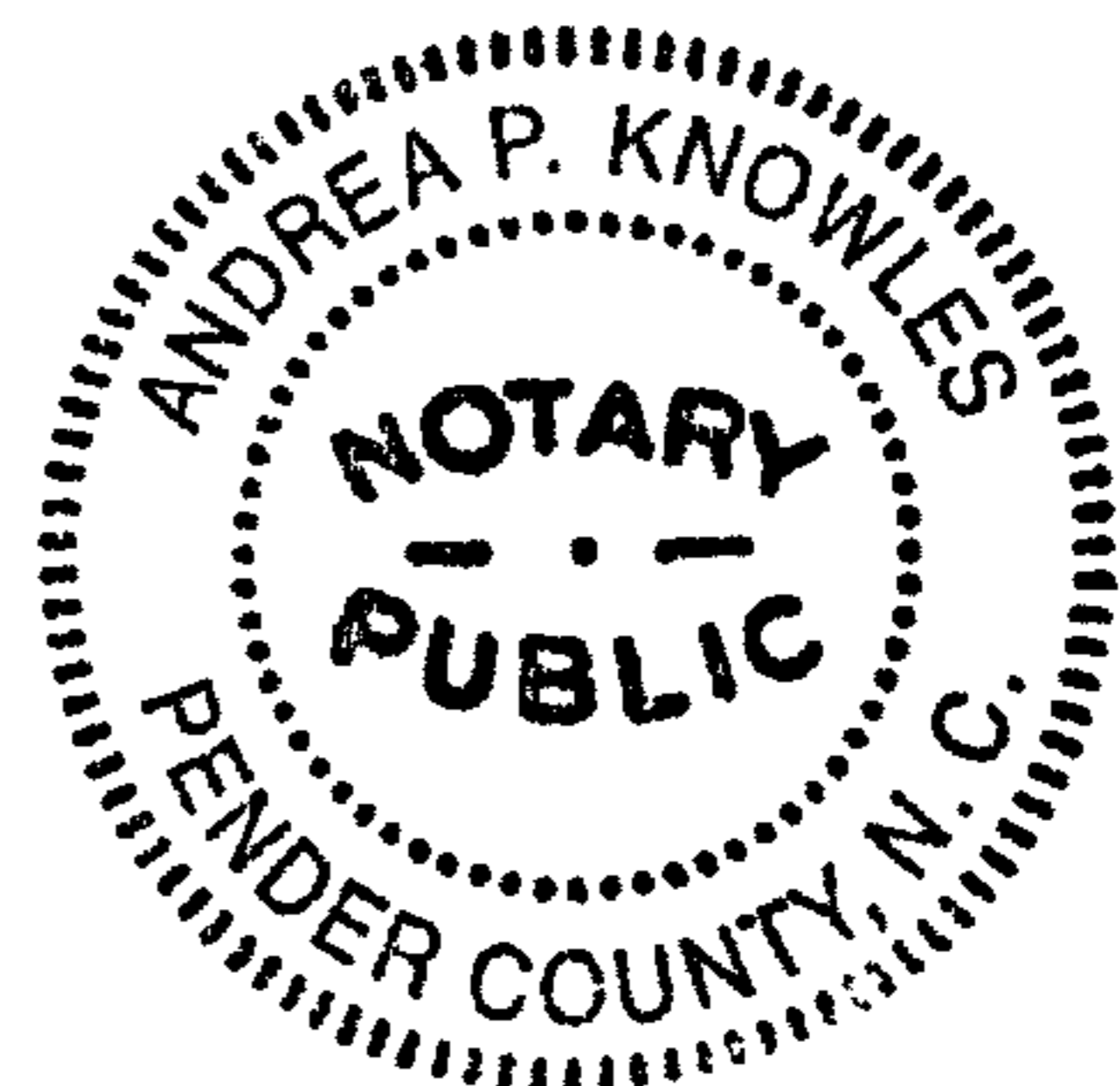
STATE OF NORTH CAROLINA
COUNTY OF Duplin

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

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

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

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



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

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

DAVIS H. BRINSON, Register of Deeds

By: [Signature]
Deputy / Assistant Register of Deeds

Recorded and verified:

Handed Davis Can 3

NOT RECORDED