



Doc ID: 004436300004 Type: CRP
Recorded: 06/24/2008 at 09:10:31 AM
Fee Amt: \$23.00 Page 1 of 4
Onslow County, NC
Maryland K. Washington Reg. of Deeds
BK **3086** PG **510-513**

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

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

WITNESSETH:

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

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

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

Prepared by WARD AND SMITH, P.A., 127 Racine Drive, PO Box 7068,
Wilmington, NC 28406-7068
Please return to WARD AND SMITH, P.A., 127 Racine Drive, PO Box 7068,
Wilmington, NC 28406-7068

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

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

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

2. Section 5.4 is hereby added as follows:

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

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

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

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

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

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

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

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

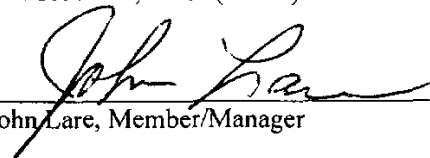
(h) Declarant shall use commercially reasonable efforts to ensure that the employees, contractors, subcontractors and builders under its control do not break or damage the Grinder Pump Stations, service lines or connection valve boxes."

3. Section 13.9 is hereby added as follows:

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

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

OGDEN HIGHWAY, LLC (SEAL)

By:  (SEAL)
John Lare, Member/Manager

New Hanover COUNTY
NORTH CAROLINA

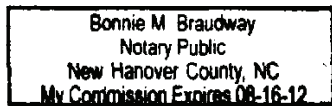
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purpose(s) stated therein, in the capacity indicated, and having been first authorized to do so:
John Lare, a Member/Manager of Ogden Highway, LLC.

Date June 20, 2008


B. Braudway
Signature of Notary Public

My commission expires: 8/16/12

(Official Seal)



060923-00001
WLMAIN\175623\1


 Doc ID: 004454510003 Type: CRP
 Recorded: 07/08/2008 at 11:52:56 AM
 Fee Amt: \$20.00 Page 1 of 3
 Onslow County, NC
 Maryland K. Washington Reg. of Deeds
BK 3094 PG 410-412

STATE OF NORTH CAROLINA

SUPPLEMENTAL DECLARATION
OF COVENANTS

COUNTY OF ONSLOW

CONDITIONS AND RESTRICTIONS
STERLING FARMS, PHASE II

WHEREAS, Ogden Highway, LLC (herein "Declarant"), a North Carolina Limited Liability Company, was the owner of certain real property in Onslow County, North Carolina, and is the developer of said property as a residential subdivision known generally as Sterling Farms, Phase I as shown on a plat recorded in Map Book 52 at Page 85 in the Onslow County Registry;

AND WHEREAS, Declarant is the fee simple owner of certain real property located in Onslow County known generally as Sterling Farms, Phase II as shown on a plat recorded in Map Book 52 at Page 85 in the Onslow County Registry and more specifically identified on a plat recorded in Map Book, 56 at Page 52 in the Onslow County Registry;

AND WHEREAS, Declarant has previously executed and recorded the Declaration of Covenants, Conditions, and Restrictions for Sterling Farms in Book 2782, Page 747 and the Amended Declaration of Covenants, Conditions, and Restrictions for Sterling Farms in Book 3086, Page 510-513 in the Onslow County Registry (herein "Declaration"), which contain covenants, conditions and restrictions applicable to the property described therein;

AND WHEREAS, for the purpose of clarification of the lands subject to the Declaration, Declarant declares that all of the Property in Sterling Farms, Phase II as shown on a plat recorded in Map Book 52 at Page 85 in the Onslow County Registry and more specifically identified on a plat recorded in Map Book 56 at Page 52 in the Onslow County Registry is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters set forth in the Declaration and in this Supplemental Declaration to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof; and which shall inure to the benefit of each owner thereof, for and during the time herein specified. Every party hereafter acquiring any Lot, or portion thereof, in the above-described Property, by acceptance of a deed conveying title thereto or by execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such Lot, shall accept such deed or contract subject to the Declaration and this Supplemental Declaration, as well as any additions or amendments hereto, and also subject to the jurisdiction, rights and powers of the Declarant, the Association, and their successors and assigns. Each grantee of any Lot subject to the Declaration and this Supplemental Declaration, by accepting the deed or contract thereto, shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarant, the Association, and with grantees and subsequent Owners of each of the Lots within the Subdivision, to keep, observe, comply with and perform said Declaration, this Supplemental Declaration, and any amendments thereto.

ARTICLE I

Permit

With regard to the Property described herein, the Declarant specifically adopts the provisions of Section 8.5 of the Declaration. The maximum built-upon area for each Lot is described on Exhibit A attached hereto.

This the 20th day of June, 2008.

DECLARANT

OGDEN HIGHWAY, LLC

By:

John Lare
John Lare, Member/Manager

STATE OF NORTH CAROLINA

NEW HANOVER COUNTY

I, Bonnie M. Braudway, a Notary Public, certify that John Lare personally came before me this day and acknowledged that he is the Manager of Ogden Highway, LLC, and that he, as Manager is authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and seal, this the 20th day of June, 2008.

My Commission Expires: 8/16/12

B. Braudway

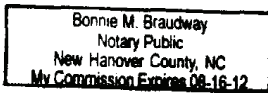


EXHIBIT A

Table of Maximum Built-Up Area

Lot #	Max BAU
LOT 204	5,763
LOT 205	4,868
LOT 206	8,095
LOT 207	7,318
LOT 208	5,581
LOT 209	4,661
LOT 210	4,042
LOT 211	6,654
LOT 212	5,866
LOT 213	4,949
LOT 214	4,032
LOT 215	3,750
LOT 216	4,277
LOT 217	3,749
LOT 218	3,201
LOT 219	3,200
LOT 220	3,200
LOT 221	3,200
LOT 385	6,026
LOT 386	3,594
LOT 387	3,594
LOT 388	3,603
LOT 389	3,600
LOT 390	3,600
LOT 391	3,600
LOT 392	3,600
LOT 393	3,596
LOT 394	3,569
LOT 395	3,513
LOT 396	3,428
LOT 397	3,317
LOT 399	5,491
LOT 400	3,200
LOT 401	3,200
LOT 402	3,200
LOT 403	3,200
LOT 404	3,200
LOT 405	3,200
LOT 406	3,200
LOT 407	3,200
LOT 408	3,200
LOT 409	3,200
LOT 410	3,208
LOT 411	4,045
LOT 412	3,707
LOT 413	4,230
LOT 414	5,330
LOT 415	6,571
LOT 416	3,682
LOT 417	4,866
LOT 418	4,728
LOT 419	3,200
LOT 420	3,200
LOT 421	3,411
LOT 422	3,608
LOT 423	3,502
LOT 424	3,200
LOT 425	4,399
LOT 426	4,162
LOT 427	4,518
LOT 428	5,305

Lot #	Max BAU
LOT 429	7,380
LOT 431	4,002
LOT 434	5,754
LOT 435	4,041
LOT 436	3,749
LOT 437	3,749
LOT 438	3,549
LOT 439	6,656
LOT 440	4,754
LOT 441	5,489
LOT 442	3,727
LOT 443	4,485
LOT 444	3,200
LOT 445	3,200
LOT 446	3,200
LOT 447	3,200
LOT 448	3,200
LOT 449	3,200
LOT 450	3,200
LOT 451	7,442
LOT 452	4,250
LOT 453	5,449
LOT 454	4,384
LOT 455	3,447
LOT 456	3,200
LOT 457	3,200
LOT 458	3,200
LOT 459	4,457
LOT 460	8,586
LOT 461	5,264
LOT 462	4,011
LOT 463	3,955
LOT 464	3,930
LOT 465	3,905
LOT 466	3,878
LOT 467	9,000
LOT 468	3,826
LOT 469	3,799
LOT 470	3,773
LOT 471	3,747
LOT 477	3,602
LOT 478	3,602
LOT 479	3,969
LOT 480	3,929
LOT 481	3,538

Enu

Doc ID: 007455700006 Type: CRP
 Recorded: 07/15/2009 at 10:29:12 AM
 Fee Amt: \$29.00 Page 1 of 6
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK 3262 PG 862-867

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

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STERLING FARMS ("Amendment") made and entered into the 13th day of July, 2009, by and between OGDEN HIGHWAY, LLC, a North Carolina limited liability company (hereinafter "Declarant"); and ALL PROSPECTIVE PURCHASERS AND OWNERS of Lots within the Project known as Sterling Farms.

WITNESSETH:

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

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

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

Prepared by **WARD AND SMITH, P.A.**, 127 Racine Drive, PO Box 7068,
 Wilmington, NC 28406-7068
 Please return to **WARD AND SMITH, P.A.**, 127 Racine Drive, PO Box 7068,
 Wilmington, NC 28406-7068

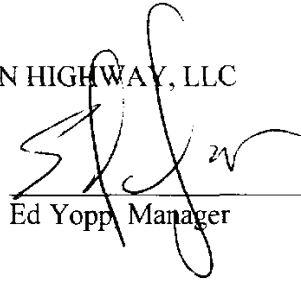
NOW, THEREFORE, Declarant, acting pursuant to the provisions of Article 17 of the Declaration, does hereby amend the Declaration as follows:

1. Exhibit "C" entitled "Table of Maximum Built-Upon Area" is hereby deleted, supplemented, and replaced with the Exhibit "C" attached hereto and incorporated herein by reference.

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

OGDEN HIGHWAY, LLC

By:


Ed Yopp, Manager

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

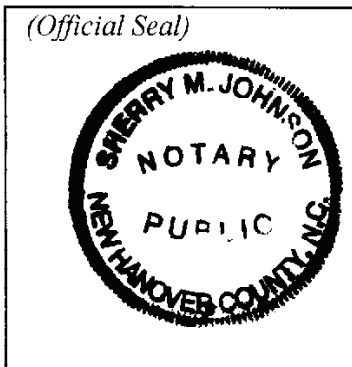
I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: Ed Yopp.

Date: July 13, 2009

Sherry M. Johnson
Signature of Notary Public

Sherry M. Johnson
Notary's printed or typed name

My commission expires: 2-1-2012



Notary seal or stamp must appear within this box.

EXHIBIT "C"**Table of Maximum Built-Up Area**

LOT NO.	Max BUA	LOT NO.	Max BUA	LOT NO.	Max BUA
LOT 1	9,679	LOT 37	3,556	LOT 74	3,886
LOT 2	3,552	LOT 38	3,605	LOT 75	4,351
LOT 3	3,212	LOT 39	3,641	LOT 76	5,377
LOT 4	3,133	LOT 40	3,664	LOT 77	9,000
LOT 5	3,240	LOT 41	3,687	LOT 78	4,420
LOT 6	4,988	LOT 42	3,710	LOT 79	4,018
LOT 7	5,369	LOT 43	3,733	LOT 80	4,294
LOT 8	3,665	LOT 44	3,757	LOT 81	6,260
LOT 9	3,772	LOT 45	3,780	LOT 82	4,863
LOT 10	3,878	LOT 46	3,803	LOT 83	4,903
LOT 11	3,985	LOT 47	3,826	LOT 84	5,181
LOT 12	4,097	LOT 48	3,849	LOT 85	6,250
LOT 13	4,198	LOT 49	3,872	LOT 86	5,233
LOT 14	4,304	LOT 50	3,895	LOT 87	4,265
LOT 15	4,410	LOT 51	3,919	LOT 88	3,673
LOT 16	4,517	LOT 52	3,942	LOT 89	9,000
LOT 17	4,623	LOT 53	4,175	LOT 90	3,383
LOT 18	4,730	LOT 54	3,961	LOT 91	3,200
LOT 19	4,836	LOT 55	4,246	LOT 92	3,200
LOT 20	4,943	LOT 56	5,382	LOT 93	3,200
LOT 21	5,049	LOT 57	3,200	LOT 94	3,630
LOT 22	5,155	LOT 58	3,200	LOT 95	3,764
LOT 23	5,262	LOT 59	3,554	LOT 96	3,730
LOT 23	5,368	LOT 60	4,933	LOT 97	3,783
LOT 24	5,368	LOT 61	4,086	LOT 98	3,792
LOT 25	7,024	LOT 62	3,726	LOT 99	3,442
LOT 26	6,862	LOT 63	3,752	LOT 100	4,720
LOT 27	5,741	LOT 64	3,803	LOT 101	5,473
LOT 28	5,847	LOT 65	4,687	LOT 102	3,631
LOT 29	5,954	LOT 66	5,177	LOT 103	4,019
LOT 30	6,060	LOT 67	10,000	LOT 104	4,369
LOT 31	6,166	LOT 68	9,306	LOT 105	4,121
LOT 32	6,251	LOT 69	6,945	LOT 106	3,234
LOT 33	6,347	LOT 70	4,417	LOT 107	4,488
LOT 34	3,723	LOT 71	4,344	LOT 108	3,830
LOT 35	3,458	LOT 72	4,563	LOT 109	3,200
LOT 36	3,507	LOT 73	4,639	LOT 110	3,200

LOT NO.	Max BUA	LOT NO.	Max BUA	LOT NO.	Max BUA
LOT 111	3,200	LOT 155	3,200	LOT 199	7,583
LOT 112	4,483	LOT 156	3,200	LOT 200	9,000
LOT 113	8,007	LOT 157	3,200	LOT 201	4,666
LOT 114	5,762	LOT 158	3,200	LOT 202	9,000
LOT 115	7,155	LOT 159	3,200	LOT 203	7,210
LOT 116	5,281	LOT 160	3,200	LOT 204	5,763
LOT 117	4,319	LOT 161	3,331	LOT 205	4,868
LOT 118	3,781	LOT 162	4,231	LOT 206	8,095
LOT 119	6,652	LOT 163	4,107	LOT 207	7,318
LOT 120	3,200	LOT 164	4,277	LOT 208	5,581
LOT 121	3,200	LOT 165	4,164	LOT 209	4,661
LOT 122	3,200	LOT 166	4,350	LOT 210	4,042
LOT 123	3,200	LOT 167	4,828	LOT 211	6,654
LOT 124	3,200	LOT 168	9,000	LOT 212	5,866
LOT 125	3,200	LOT 169	9,000	LOT 213	4,949
LOT 126	3,200	LOT 170	7,709	LOT 214	4,032
LOT 127	3,200	LOT 171	8,145	LOT 215	3,750
LOT 128	3,200	LOT 172	6,123	LOT 216	4,277
LOT 129	3,200	LOT 173	7,044	LOT 217	3,749
LOT 130	3,200	LOT 174	7,094	LOT 218	3,201
LOT 131	3,200	LOT 175	7,011	LOT 219	3,200
LOT 132	3,200	LOT 176	7,746	LOT 220	3,200
LOT 133	3,200	LOT 177	7,948	LOT 221	3,200
LOT 134	3,200	LOT 178	8,813	LOT 385	6,026
LOT 135	3,200	LOT 179	9,000	LOT 386	3,594
LOT 136	3,200	LOT 180	9,000	LOT 387	3,594
LOT 137	0	LOT 181	9,000	LOT 388	3,603
LOT 138	9,000	LOT 182	9,000	LOT 389	3,600
LOT 139	3,200	LOT 183	9,000	LOT 390	3,600
LOT 140	3,200	LOT 184	9,000	LOT 391	3,600
LOT 141	3,200	LOT 185	9,000	LOT 392	3,600
LOT 142	3,200	LOT 186	9,000	LOT 393	3,596
LOT 143	4,287	LOT 187	9,000	LOT 394	3,569
LOT 144	3,200	LOT 188	8,744	LOT 395	3,513
LOT 145	3,771	LOT 189	7,991	LOT 396	3,428
LOT 146	4,390	LOT 190	9,000	LOT 397	3,317
LOT 147	4,186	LOT 191	6,240	LOT 399	5,491
LOT 148	7,918	LOT 192	8,267	LOT 400	3,200
LOT 149	9,016	LOT 193	4,946	LOT 401	3,200
LOT 150	3,200	LOT 194	4,488	LOT 402	3,200
LOT 151	3,200	LOT 195	3,369	LOT 403	3,200
LOT 152	3,200	LOT 196	3,960	LOT 404	3,200
LOT 153	3,200	LOT 197	4,296	LOT 405	3,200
LOT 154	3,364	LOT 198	5,287	LOT 406	3,200

LOT NO.	Max BUA	LOT NO.	Max BUA	LOT NO.	Max BUA
LOT 407	3,200	LOT 432	0	LOT 457	3,200
LOT 408	3,200	LOT 433	0	LOT 458	3,200
LOT 409	3,200	LOT 434	5,754	LOT 459	4,457
LOT 410	3,208	LOT 435	4,041	LOT 460	8,586
LOT 411	4,045	LOT 436	3,749	LOT 461	5,264
LOT 412	3,707	LOT 437	3,749	LOT 462	4,011
LOT 413	4,230	LOT 438	3,549	LOT 463	3,955
LOT 414	5,330	LOT 439	6,656	LOT 464	3,930
LOT 415	6,571	LOT 440	4,754	LOT 465	3,905
LOT 416	3,682	LOT 441	5,489	LOT 466	3,878
LOT 417	4,866	LOT 442	3,727	LOT 467	9,000
LOT 418	4,728	LOT 443	4,485	LOT 468	3,826
LOT 419	3,200	LOT 444	3,200	LOT 469	3,799
LOT 420	3,200	LOT 445	3,200	LOT 470	3,773
LOT 421	3,411	LOT 446	3,200	LOT 471	3,747
LOT 422	3,608	LOT 447	3,200	LOT 472	0
LOT 423	3,502	LOT 448	3,200	LOT 473	0
LOT 424	3,200	LOT 449	3,200	LOT 474	0
LOT 425	4,399	LOT 450	3,200	LOT 475	0
LOT 426	4,162	LOT 451	7,442	LOT 476	0
LOT 427	4,518	LOT 452	4,250	LOT 477	3,602
LOT 428	5,305	LOT 453	5,449	LOT 478	3,602
LOT 429	7,380	LOT 454	4,384	LOT 479	3,969
LOT 430	5,362	LOT 455	3,447	LOT 480	3,929
LOT 431	4,002	LOT 456	3,200	LOT 481	3,538



Doc ID: 009096900004 Type: CRP
Recorded: 08/01/2011 at 09:39:27 AM
Fee Amt: \$23.00 Page 1 of 4
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK **3631** PG **289-292**

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

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR STERLING FARMS ("Amendment") made and entered into this
20th day of July, 2011 by and between OGDEN HIGHWAY, LLC, a North Carolina
limited liability company (hereinafter "Declarant"); and ALL PROSPECTIVE PURCHASERS
AND OWNERS of lots within the project known as Sterling Farms.

WITNESSETH:

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

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

Prepared by **WARD AND SMITH, P.A.**, University Corporate Center, 127 Racine Drive, Post Office
Box 7068, Wilmington, NC 28406-7068

Please return to **WARD AND SMITH, P.A.**, University Corporate Center, 127 Racine Drive, Post
Office Box 7068, Wilmington, NC 28406-7068
Attention: Justin M. Lewis

WHEREAS, Declarant desires to amend the Declaration by adding additional provisions to the Declaration regarding the Erosion and Sedimentation Control Plan.

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

1. Article 1 is amended by inserting the following after Section 1.20:

1.20.a "ESC Plan": All North Carolina erosion and sedimentation control plans, including without limitation, North Carolina Erosion and Sedimentation Control Plan for Project ID: ONSLO-2006-234 and any additional future erosion and sedimentation control plans applicable to the Property, including any and all amendments, modifications and replacements thereof.

2. Article 8 is amended by deleting the title of Article 8, "Permit: Transfer, Responsibilities and Covenants." and inserting the following title in lieu thereof: "Permit and ESC Plan: Transfer, Responsibilities and Covenants."

3. Article 8 is further amended by inserting the following after Section 8.6:

Section 8.7. Owners' and Association's Obligations and Liability Under the ESC Plan. Declarant shall, at its sole cost and expense, initially install and maintain all erosion and sediment control measures pursuant to the ESC Plan required by Declarant's sitework and construction on the portions of the Property owned by Declarant. Once Declarant conveys any portion of the Property to an Owner or the Association (collectively "Transferee" for Sections 8.7 - 8.10), the Transferee shall install and maintain all necessary erosion and sediment control measures as required under the ESC Plan and as may be required by the North Carolina Sedimentation and Control Commission applicable to the Transferee's property. Upon transfer of the property to the Transferee, Transferee shall comply with the terms, conditions, and obligations of the ESC Plan in addition to the covenants, restrictions and obligations described in this Declaration and the Transferee shall also be responsible for any violation of the ESC Plan and other applicable laws, regulations, and ordinances on the Transferee's property. The Transferee acknowledges that failure to comply with the terms of the ESC Plan may subject the Transferee to liability and penalties in addition to enforcement under this Declaration.

Section 8.8. Owner and Association Indemnification. The Transferee shall indemnify and hold Declarant harmless from and

against any loss, cost, claim, fee, fine, suit, damage, or expense, including reasonable attorneys' fees, incurred by Declarant in the defense of any action against Declarant as the responsible party under the ESC Plan, arising out of the Transferee's use, occupancy, or maintenance of Transferee's property, from and after the date Declarant transfers any portion of the Property to the Transferee.

Section 8.9. Compliance with ESC Plan. From and after the transfer of any portion of the Property by Declarant to a Transferee, the maintenance and installation obligations and any other obligations under the ESC Plan applicable to the portion of the Property now owned by the Transferee shall be the sole responsibility of the Transferee. The Transferee's duties with respect to the ESC Plan shall be carried out in accordance with the terms and conditions of the Association Documents and the ESC Plan.

Section 8.10. Easement for Upkeep and Enforcement. The Declarant reserves unto itself, its successors and assigns, an easement over, under, and upon any portion of the Property conveyed to a Transferee for the purpose of accessing any erosion and sediment control measures installed pursuant to the ESC Plan. If a Transferee fails to promptly install and maintain the erosion and sediment control measures required by the ESC Plan, the Declarant may, but shall not be obligated, perform such work and assess all costs incurred by the Declarant against the Transferee. The Declarant shall not be obligated to perform any maintenance pursuant to the ESC Plan on portions of the Property which have been conveyed to a Transferee.

4. Except as expressly provided in the paragraphs above, the terms and provisions of the Declaration shall continue in full force and effect according to the terms of the same as modified hereby.

[SIGNATURES ON FOLLOWING PAGES]

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

OGDEN HIGHWAY, LLC (SEAL)

By: Richard David Judge (SEAL)
Richard David Judge, Manager

STATE OF NORTH CAROLINA
COUNTY OF Pender

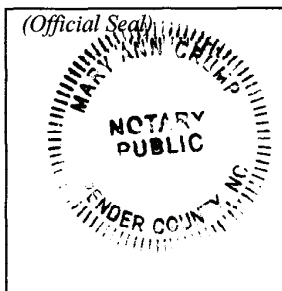
I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: Manager.

Date: July 20, 2011

Mary Ann Crump
Signature of Notary Public


Mary Ann Crump
Notary's printed or typed name

My commission expires: Nov. 21, 2011



Notary seal or stamp must appear within this box.

060923-00001
ND: 4850-7661-9271, v.


 Doc ID: 009100610005 Type: CRP
 Recorded: 08/02/2011 at 09:57:41 AM
 Fee Amt: \$26.00 Page 1 of 5
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
BK 3632 PG 294-298

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

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW

Return To
 Thorp, Clarke & Neville, PA
 13775 Ocean Hwy Suite 107
 Surf City, North Carolina 28445
 36-137-11

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS FOR STERLING FARMS ("Amendment") made and entered into this
20TH day of JULY, 2011 by and between OGDEN HIGHWAY, LLC, a North Carolina
 limited liability company (hereinafter "Declarant"); and ALL PROSPECTIVE PURCHASERS
 AND OWNERS of lots within the project known as Sterling Farms.

WITNESSETH:

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

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

Prepared by **WARD AND SMITH, P.A.**, University Corporate Center, 127 Racine Drive, Post Office
 Box 7068, Wilmington, NC 28406-7068

Please return to **WARD AND SMITH, P.A.**, University Corporate Center, 127 Racine Drive, Post
 Office Box 7068, Wilmington, NC 28406-7068
 Attention: Justin M. Lewis

WHEREAS, Declarant desires to amend the Declaration by adding additional provisions to the Declaration regarding the Erosion and Sedimentation Control Plan.

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

1. Article 1 is amended by inserting the following after Section 1.20:

1.20.a "ESC Plan": All North Carolina erosion and sedimentation control plans, including without limitation, North Carolina Erosion and Sedimentation Control Plan for Project ID: ONSLO-2006-234 and any additional future erosion and sedimentation control plans applicable to the Property, including any and all amendments, modifications and replacements thereof.

2. Article 8 is amended by deleting the title of Article 8, "Permit, Transfer, Responsibilities and Covenants." and inserting the following title in lieu thereof: "Permit and ESC Plan: Transfer, Responsibilities and Covenants."

3. Article 8 is further amended by inserting the following after Section 8.6:

Section 8.7. Owners' and Association's Obligations and Liability Under the ESC Plan. Declarant shall, at its sole cost and expense, initially install and maintain all erosion and sediment control measures pursuant to the ESC Plan required by Declarant's sitework and construction on the portions of the Property owned by Declarant. Once Declarant conveys any portion of the Property to an Owner or the Association (collectively "Transferee" for Sections 8.7 - 8.10), the Transferee shall install and maintain all necessary erosion and sediment control measures as required under the ESC Plan and as may be required by the North Carolina Sedimentation and Control Commission applicable to the Transferee's property. Upon transfer of the property to the Transferee, Transferee shall comply with the terms, conditions, and obligations of the ESC Plan in addition to the covenants, restrictions and obligations described in this Declaration and the Transferee shall also be responsible for any violation of the ESC Plan and other applicable laws, regulations, and ordinances on the Transferee's property. The Transferee acknowledges that failure to comply with the terms of the ESC Plan may subject the Transferee to liability and penalties in addition to enforcement under this Declaration.

Section 8.8. Owner and Association Indemnification. The Transferee shall indemnify and hold Declarant harmless from and

against any loss, cost, claim, fee, fine, suit, damage, or expense, including reasonable attorneys' fees, incurred by Declarant in the defense of any action against Declarant as the responsible party under the ESC Plan, arising out of the Transferee's use, occupancy, or maintenance of Transferee's property, from and after the date Declarant transfers any portion of the Property to the Transferee.

Section 8.9. Compliance with ESC Plan. From and after the transfer of any portion of the Property by Declarant to a Transferee, the maintenance and installation obligations and any other obligations under the ESC Plan applicable to the portion of the Property now owned by the Transferee shall be the sole responsibility of the Transferee. The Transferee's duties with respect to the ESC Plan shall be carried out in accordance with the terms and conditions of the Association Documents and the ESC Plan.

Section 8.10. Easement for Upkeep and Enforcement. The Declarant reserves unto itself, its successors and assigns, an easement over, under, and upon any portion of the Property conveyed to a Transferee for the purpose of accessing any erosion and sediment control measures installed pursuant to the ESC Plan. If a Transferee fails to promptly install and maintain the erosion and sediment control measures required by the ESC Plan, the Declarant may, but shall not be obligated, perform such work and assess all costs incurred by the Declarant against the Transferee. The Declarant shall not be obligated to perform any maintenance pursuant to the ESC Plan on portions of the Property which have been conveyed to a Transferee.

4. Except as expressly provided in the paragraphs above, the terms and provisions of the Declaration shall continue in full force and effect according to the terms of the same as modified hereby.

[SIGNATURES ON FOLLOWING PAGES]

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

OGDEN HIGHWAY, LLC (SEAL)

By: [Signature] (SEAL)
R. David Sweigert, Manager

STATE OF NORTH CAROLINA
COUNTY OF Pender

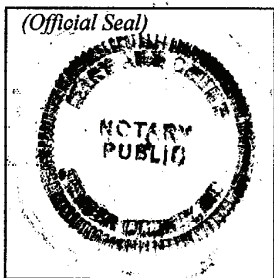
I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: Manager

Dated July 20, 2011

[Signature]
Signature of Notary Public

Mary Ann Crump
Notary's printed or typed name

My commission expires: Nov. 21, 2011



Notary seal or stamp must appear within this box.

060923-00001
ND: 4850-7661-9271, v.

STERLING FARMS
EROSION AND SEDIMENTATION CONTROL PLAN
LOT OWNER OBLIGATIONS

There is an Erosion and Sedimentation Control Plan established for Sterling Farms ("ESC Plan"). Pursuant to the ESC Plan, the developer, Ogden Highway, LLC, installed and maintained some temporary and permanent erosion and sedimentation control measures on certain property throughout Sterling Farms, which may have included Lot 190. The developer is now conveying Lot 190 to you, the owner.

As the landowner in possession and control of Lot 190, you are now obligated to maintain your lot in compliance with the provisions of the Community Documents and with the erosion and sedimentation control measures required by the ESC Plan. As the party now in possession and control of Lot 190, you are also responsible for any violations of the ESC Plan.

By signing this letter, you acknowledge that you, as the owner of Lot ____, are responsible for complying with the Community Documents and the erosion and sedimentation control measures required by the ESC Plan and shall be responsible for any violation of the Community Documents and the ESC Plan on Lot ____. From and after the date of closing on your lot, the developer shall not be responsible for installing or maintaining any erosion or sedimentation control measures and shall not be responsible for any violations of the ESC Plan or related law with regard to your lot.

OWNER(S) OF LOT 190

Name: Raymond A Cole

Name: Lois R Cole

JML:sll
ND: 4822-4808-5511, v. 1