

Melanie Arthur 5P
CARTERET COUNTY
JL Date 08/19/2005 Time 16:45:00
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NORTH CAROLINA, CARTERET COUNTY
The foregoing certificate(s) of Notary Public(s) 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.

Melanie Arthur Register of Deeds
By *J. Lawrence*
Asst. Secretary, Register of Deeds

✓
PREPARED BY: JAMES W. THOMPSON, Attorney At Law, 1207-A Arendell Street, Morehead City, North Carolina 28557

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STATE OF NORTH CAROLINA
COUNTY OF CARTERET

**SIXTH AMENDMENT
TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS, RESTRICTIONS, CHARGES, LIENS, AND
RESERVATIONS
FOR
"STANTON LANDING"
A RESIDENTIAL COMMUNITY**

(Preliminary Note: This Sixth Amendment results in the establishment of certain provisions regarding a previously dedicated easement area for the wastewater disposal requirements of the Stanton Landing Clubhouse and affects only Lot 64, Phase 3-A, Stanton Landing.)

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS, CHARGES, LIENS, AND RESERVATIONS FOR STANTON LANDING is made on this 19th day of August, 2005 by U.S.F., LLC, a North Carolina Limited Liability Company, hereinafter referred to as the "Declarant".

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WITNESSETH:

THAT WHEREAS, the Declarant is the developer of that subdivision known as "Stanton Landing", a residential single-family subdivision located along the east bank of the Intracoastal Waterway in Carteret County, a plat of Phase 1 thereof being recorded in map book 30, page 206; a plat of the Phase 2 being recorded in map book 30, page 344; a plat of Phase 3-A being recorded in map book 30, page 661; and a plat of Phase 3-B being recorded in map book 30, page 660, Carteret Registry. In connection with such development, Declarant did execute and record a document entitled "Declaration of Covenants, Conditions, Easements, Restrictions, Charges, Liens, and Reservations - Stanton Landing", recorded in book 969, page 93, Carteret County Registry (hereafter "Declaration of Covenants"), which affects the lots in said development made subject thereto; and,

WHEREAS, pursuant to Article 2.2.1 of the Declaration of Covenants, Declarant has previously amended said Covenants by certain prior amendments of record, and does desire to further amend the same as hereafter provided; and,

WHEREAS, by instrument entitled "Dedication of Wastewater Disposal Easement for Stanton Landing Clubhouse" recorded in book 1060, page 325, Carteret Registry, Declarant dedicated an easement for a wastewater transmission line and septic disposal system to accommodate the wastewater disposal needs of the Stanton Landing Clubhouse, which easement covers a portion of Lot 64, Phase 3-A, map book 30, page 661; and,

WHEREAS, Declarant desires to make more specific provisions regarding said easement and has the unilateral right to do so.

NOW, THEREFORE, pursuant to Declarant's reserved right to amend the Declaration of Covenants, the Declarant hereby amends the same as follows:

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Notwithstanding anything to the contrary contained in the Declaration of Covenants or any of the several amendments thereto, the following provisions shall apply to the easement for wastewater disposal for the Stanton Landing Clubhouse identified above:

1. For so long as no centralized municipal wastewater disposal system is available to serve the wastewater disposal needs of the Stanton Landing Clubhouse, Lot 64, Phase 3-A, Stanton Landing (map book 30, page 661) shall be encumbered with the easement for wastewater disposal more particularly described in that "Dedication of Wastewater Disposal Easement for Stanton Landing Clubhouse" described above.

2. All present and future owners of said Lot 64 shall refrain from constructing or erecting any improvements on the easement area identified in said Dedication instrument, including the placement of any landscaping which would impair or compromise the septic disposal system's operational integrity, or violate the Health Department permit applicable thereto.

3. In the event a centralized municipal wastewater disposal system becomes available for use by the Stanton Landing Clubhouse and connection is made to the same, the easement, as it pertains to Lot 64, shall automatically terminate and shall no longer constitute an encumbrance upon said Lot.

4. The Stanton Landing Property Owners Association shall be charged with the responsibility to maintain all aspects of the wastewater disposal system components located within the easement to assure operational integrity. Further, the Association shall keep the ground surface of the easement area mowed, neat, and free of debris. However, in the event the owner of Lot 64 desires to seed the surface area with grass and maintain the same by mowing and watering, said owner shall be allowed to do so, and the Association shall permit the same.

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5. Neither the owner of Lot 64 nor the Association shall store or place, or permit to be stored or placed, any equipment, vehicles, boats, trailers, or other property of any description upon the easement area.

6. While the fee title of the easement area is with the owner of Lot 64, said owner's full use and enjoyment of the same is restricted by the easement itself. It is therefore appropriate that the owner not be required to bear the entire ad valorem tax burden assessed against that portion of Lot 64 dedicated for the easement. Accordingly, the Association shall pay to the owner of Lot 64, on or before December 31 of each year, an amount equal to twenty-five percent (25%) of that portion of the taxes due for Lot 64 which represents the value of the land only (excluding house value). In order to be entitled to this payment, the owner of Lot 64 shall present a copy of the tax statement for Lot 64 to the Association no later than December 1 of each year with sufficient information indicated thereon to enable the amount of reimbursement to be determined. The right of the owner of Lot 64 to this reimbursement shall not be cumulative and must be exercised annually in the manner set forth herein, or otherwise become forfeited for any year in which timely presentment of the tax bill to the Association is not made.

WHEREFORE, the undersigned Declarant has executed its official signature on the date first above written and for the purpose expressed herein.

U.F.S., LLC



Gary A. Hill, Sr., Member/Manager

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STATE OF NORTH CAROLINA
COUNTY OF CARTERET

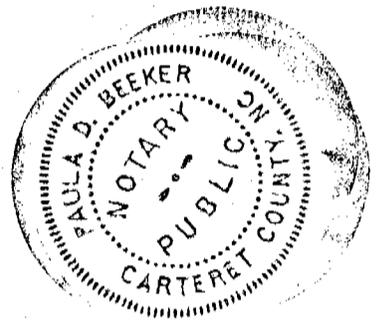
I, Paula Beeker, a Notary Public of the County and State aforesaid, certify that Gary A. Hill, Sr. personally appeared before me this day and acknowledged that he is the Member/Manager of U.F.S., LLC, a North Carolina limited liability company, that by authority duly given and as an act of said company, the foregoing instrument was signed by him as its Member/Manager.

Witness my hand and official seal this 19th day of August, 2005.

Paula D. Beeker
Notary Public

My Commission expires: 2/16/08

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