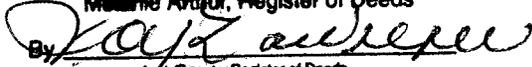


NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at
the date and time and in the Book and Page shown
on the first page hereof.

Melanie Arthur 6P
CARTERET COUNTY
LDL Date 08/04/2008 Time 12:46:00
GR 1281236 Page 1 of 6

Melanie Arthur, Register of Deeds
By: 
Asst./Deputy Register of Deeds

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

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

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

(Preliminary Note: This Fifteenth Amendment dedicates an easement for septic wastewater disposal for the benefit of Lot 82, Phase 5 (map book 30, page 908), and dedicates an easement for septic wastewater transmission line from Lot 40 (map book 31, page 112) under Gatsey Lane to the Bio-C Five septic wastewater disposal site (map book 30, page 344, but see book 1257, page 207). This Amendment also subjects Lot 65 to membership in the "Stanton Landing Phase 5 Owners Association" created in the Ninth Amendment, but only for the purpose of subjecting said Lot to a reasonable annual assessment for maintenance and repair of the septic wastewater transmission line connecting Lot 65 to its off-site sewage disposal area, and this for the reason that Lot 65 is the only lot using an off-site disposal area which is not in Phase 5. Further, this Amendment obligates the Stanton Landing Phase 5 Owners Association to be responsible for maintaining and repairing the wastewater transmission lines which connect the Phase 5 lots and Lot 65 to their respective off-site sewage disposal areas.

THIS FIFTEENTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS, RESTRICTIONS, CHARGES, LIENS, AND RESERVATIONS
FOR STANTON LANDING is made on this 31 day of July, 2008 by U.S.F., LLC, a North
Carolina Limited Liability Company, hereinafter referred to as the "Declarant".

BOOK 1281 PAGE 236

(6)

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 5 being recorded in map book 30, page 908, and a plat of Lots 40 and 65 being recorded in map book 31, page 112, 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 certain reserved rights in Declarant pursuant to Article 2.2.1 of the Declaration of Covenants, Declarant has executed thirteen previous amendments to the Declaration of Covenants annexing additional properties to the general Stanton Landing Subdivision regime and for other purposes, all of which are recorded in the Carteret Registry. The Ninth Amendment (book 1156, page 78) annexed the Phase 5 lots and the Eleventh Amendment (book 1197, page 247) annexed lots 40 and 65; and,

WHEREAS, the Declarant reserved the right in the Declaration of Covenants to make amendments thereto which became necessary to conform the Stanton Landing development to the requirements of applicable regulatory authorities; and,

WHEREAS, the Carteret County Health Department, one such regulatory authority, requires the Declarant to provide for the substance of this Fourteenth Amendment as hereafter set forth; and,

BOOK 1281 PAGE 236 2

WHEREAS, desires to further amend the Declaration for the purposes expressed herein and does so pursuant to its reserved rights in the Declaration.

NOW, THEREFORE, the Declarant does hereby amend the Declaration of Covenants as follows:

1. **Provision for Wastewater Disposal for Lot 82.** At the time the Ninth Amendment was executed and recorded, it was thought that Lot 82 might support an on-site septic wastewater disposal system, and so no provision was made for that Lot to connect to off-site wastewater disposal sites as other lots in Phase 5. It appears at the present time that Lot 82 is unsuitable for on-site wastewater disposal, and so this Lot will dispose of wastewater via a septic wastewater transmission line to be installed by Declarant within the same easement previously dedicated for the benefit of all other lots in Phase 5 requiring off site sewage disposal, which easement appears in paragraph 4 of the Ninth Amendment above referenced. For this purpose, Declarant hereby dedicates said easement for the use and benefit of said Lot 82 to the same extent as if said Lot had been originally included in the Phase 5 lots to which such easement was originally dedicated in the Ninth Amendment. A new map has been recorded entitled "Sewage Easement Map for Disposal Areas, Stanton Landing Lots 65 through 82, Phase 5", dated May 12, 2008, prepared by Stroud Engineering, P.A., and recorded in map book 31, page 551, Carteret Registry (hereafter "Sewage Easement Map"). This map identifies the off-site "sewage disposal areas" for the Phase 5 lots (as well as Lot 65 which is not in Phase 5) as a series of adjacent "squares" which are numbered to correspond with the respective lots. The sewage disposal area which is hereby dedicated for the benefit of Lot 82 is shown at the southernmost end of such squares. All such squares are described by metes and bounds appearing upon said Map and are therefore able to be located upon the ground.

Declarant hereby dedicates such areas for the use and benefit of the lots to which they are assigned for the sewage disposal purposes herein provided.

2. Provision for Septic Wastewater Disposal for Lot 65 and Lot 40. Lots 65 and 40 were annexed to the Stanton Landing Subdivision regime by the Eleventh Amendment above referenced which is recorded in book 1197, page 247, Carteret Registry. These Lots are depicted on map book 31, page 112. Paragraph 14 of said Eleventh Amendment provides for septic wastewater disposal for these Lots. Lot 40 was assigned to the Bio-C Five system, and Declarant granted easements for such purpose, including an easement under Gatsey Lane for the purpose of installing and maintaining a transmission line connecting Lot 40 to the Bio-C Five disposal site. Septic wastewater disposal for Lot 65 is via a transmission line to be installed by Declarant within an easement dedicated for such purpose which connects said Lot to the off-site sewage disposal area dedicated for such Lot as shown on the Sewage Easement Map above referenced. As a prerequisite to permit approval by the Carteret County Health Department, the Stanton Landing Phase 5 Owners Association is obligated to maintain and repair this transmission line, as well as all transmission lines serving the Phase 5 lots, once properly installed by the Declarant, and this by virtue of a Tri-Party Agreement between the Declarant, the Carteret County Health Department, and the Association. Since Lot 65 is the only lot served by an off-site sewage disposal area which is not located in Phase 5, it is appropriate that said Lot be a member of the Association, but limited solely for the purpose of being subjected to a reasonable dues obligation for any required maintenance of the transmission line connecting said Lot 65 to its dedicated sewage disposal area shown on the Sewage Easement Map. Since Lot 65 is not benefited by Old Stanton Road, no dues assessment shall be levied by the Association against it for road maintenance. Therefore, Declarant hereby mandates Lot 65 to be a member of

BOOK 1281 PAGE 236 4

such Association for this limited purpose. Said Lot shall not be subject to any of the covenants, limitations, use restrictions, or other provisions of the Supplemental Declaration set forth in the Ninth Amendment, which Supplemental Declaration by its terms applies only to lots 66 through 82.

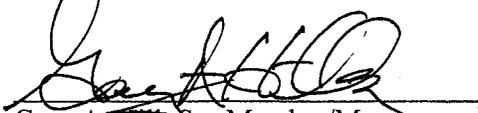
3. **Stanton Landing Phase 5 Owners Association Obligation to Maintain and Repair Transmission Lines.** The last sentence of the last paragraph in section 4 of the Supplemental Declaration ("Each Lot owner shall be responsible") appearing on page 10 of the Ninth Amendment above referenced is hereby deleted in its entirety. In its place, the following provision is substituted:

"At such time as these transmission lines have been installed by the Declarant and such installation has been approved by the Carteret County Health Department, the Phase 5 Association shall thereafter be solely responsible for repairing these transmission lines when and if such lines, or any one of them, are required to be repaired for any reason. However, if any such line fails or is disrupted on account of any act of the Declarant, then Declarant shall have such responsibility. In the event any such repair is necessary (other than a repair necessitated by Declarant's acts), the Association shall immediately undertake such repair and pay for such repair from its general operating revenues, or from any repair reserve account maintained for such purpose. No lot owner shall have any authority to undertake any such transmission line repair, the authority for such repair being hereby irrevocably transferred to the Association. Upon the Association completing such repair, and provided the reason for the repair can be attributed to a specific act or acts of a specific lot owner (such as improper digging or trenching), the Association shall have the authority to assess such lot for the costs of such repair. For this purpose, the acts

of contractors, subcontractors, utility providers, family members, permittees, and invitees of a lot owner shall constitute the acts of a lot owner. Further, the Declarant hereby grants to the Association an easement over and upon all areas dedicated as easements for the installation and maintenance of these transmission lines, including the "20' WIDE SEWER LINE EASEMENT" area shown on the recorded plat of Phase 5 and the 20' sewer line easement area shown along the western boundary lines of each lot in Phase 5, and as widened and shown upon that plat entitled "Sewage Easement Map for Disposal Areas, Stanton Landing Lots 65 through 82, Phase 5", dated May 12, 2008, prepared by Stroud Engineering, P.A., and recorded in map book 31, page 551, Carteret Registry."

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

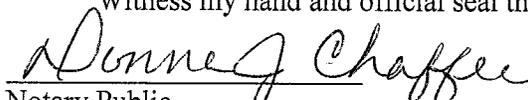
U.F.S., LLC

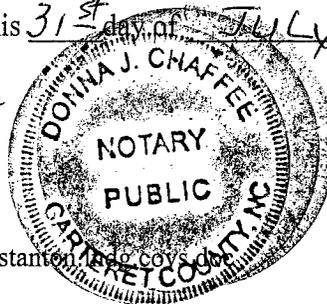

Gary A. Hill, Sr., Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, DONNA J. CHAFFEE, 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 companies, the foregoing instrument was signed by him as its Member/Manager.

Witness my hand and official seal this 31st day of JULY, 2008.


Notary Public
My Commission expires: 5/11/13



L:\HGMRest. Covenants\fifteenth.amendment.stanton\1400 Coys.doc

BOOK 1381 PAGE 236 6