



FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
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BK:5348 PG:2843-2854 FEE:\$44.00

INSTRUMENT # 2008038635

Prepared By and Return To:
McGuireWoods LLP (DEH)
300 North Third Street, Suite 400
Wilmington, North Carolina 28401

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

**FIRST AMENDMENT TO DECLARATION
OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
MASON LANDING YACHT CLUB**

This **FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR MASON LANDING YACHT CLUB** (this "First Amendment") is made and executed effective as of the 25th day of September, 2008, by **MASON LANDING YACHT CLUB LLC**, a North Carolina limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed the Declaration of Easements, Covenants, Conditions and Restrictions for Mason Landing Yacht Club Phase One recorded in Book 5326, Page 1817, New Hanover County Registry (the "Declaration"), by which Phase One of Mason Landing Yacht Club (the "Phase One"); and,

WHEREAS, the Declaration authorizes Declarant to annex "Additional Property" as set forth in Article II of the Declaration; and,

WHEREAS, Declarant executes this First Amendment for the purpose of annexing Phase Two as Additional Property, Phase Two to consist of those seventeen (17) residential Lots

designated as Lots 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 on that map entitled Mason Landing Yacht Club, Phase Two, prepared by Michael Underwood & Associates and recorded in Map Book 53 at Page 202-203 ("Phase Two").

NOW, THEREFORE, Declarant hereby declares that Phase Two is annexed to the Development as Additional Property and shall be held, sold and conveyed subject to the covenants, conditions, restrictions and easements contained in the Declaration, as amended by this First Amendment, all of which shall run with the land and be binding upon all parties having any right, title or interest therein, along with their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. Definitions. As applied herein, as well as Capitalized terms, unless otherwise defined herein, shall have the meanings ascribed to them in the Declaration.

2. Amendments. The Declaration is hereby amended as follows:

(a) Section 1.1(u) of the Declaration is hereby deleted in its entirety and the following is substituted in its place and stead:

"(u) "Map" shall mean and refer to that map entitled Mason Landing Yacht Club, Phase One, prepared by Michael Underwood & Associates recorded in Map Book 52 at Page 321 of the New Hanover County Registry, as well as that map entitled Mason Landing Yacht Club, Phase Two, prepared by Michael Underwood & Associates recorded in Map Book 53 at Page 202-203 of the New Hanover County Registry, as the same may be modified or supplemented from time to time. Map shall also include any map recorded in the Office of the Register of Deeds of New Hanover County, North Carolina for Additional Property.

(b) Section 1.1(ee) of the Original Declaration is hereby deleted in its entirety and in its place and stead is substituted the following:

“(ee) “Property” shall mean and collectively refer to Phase One and Phase Two. Upon annexation of any Additional Property as provided herein, such Additional Property shall be deemed Property hereunder.”

(c) Article X of the Original Declaration is hereby be deleted in its entirety and in its place and stead is substituted the following:

ARTICLE X
Stormwater Management Covenants

The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 060720 as issued by the Division of Water Quality under Title 15 NCAC 2H.1000 and the following shall be applicable to the Development:

a. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.

b. These covenants are to run with the land and be binding on all persons and parties claiming under them.

c. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

d. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.

e. The maximum allowable built-upon area per Lot is as follows:

<u>Lot</u>	<u>“Maximum Built Upon Area” (square feet)</u>
1	2,300
2	2,300
3	2,300
4	2,300
5	2,600

6	2,500
7	2,500
8	2,450
9	2,100
10	2,450
11	2,210
12	2,600
15	2,500
16	2,500
17	2,500
18	2,500
19	2,500
20	2,500
21	2,575
22	2,650
23	2,750
24	2,500
25	2,500

Additional lots in the Development are permitted under the Stormwater Permit. Each Supplemental Declaration shall contain the Maximum Built Upon Area for all Lots which are annexed hereto.

This allotted amount includes any built-upon area constructed within any Lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina, driveways and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.

f. Filling, piping or altering any 3:1 vegetative conveyances (ditches, swales, etc.) associated with the Development, except for average driveway crossings, is prohibited by any persons.

g. For those Lots within CAMA's Area of Environmental Concern, where a different Built Upon Area is calculated than as listed above, the maximum allowable Built Upon Area for those Lots shall be the lesser or more restrictive of the Built Upon Areas.

h. Filling, piping or altering any designated 5:1 curb outlet swale of vegetated area associated with the Development is prohibited by any persons.

i. A thirty (30) foot vegetated buffer must be maintained between all Built Upon Area and the mean high water line of surface waters.

j. All roof drains must terminate at least thirty (30) feet from the mean high water mark of surface waters.

k. Each designated curb outlet swale or one hundred (100) foot vegetated area shown on the approved plan must be maintained at a minimum of one hundred (100) feet long; must maintain a 5:1 curb outlet swale (H:V) side slopes or flatter; have a longitudinal slope no steeper than five percent (5%); carry the flow from a ten (10) year storm in a non-erosive manner; maintain a dense vegetated cover; and be located in either a dedicated Common Area or a recorded drainage easement.

h. Built-upon area in excess of the permitted amount will require a permit modification."

3. Incorporation of Recitals. The above recitals are incorporated herein by this reference, and this First Amendment shall be construed in light thereof.


4. Ratification. All of the terms of the Declaration, whether or not expressly modified hereby, shall be construed so as to give effect to the modifications contained herein, and any such modifications shall supersede any conflicting terms in the Declaration. The Declaration, as modified by this First Amendment, is hereby ratified, confirmed and reaffirmed by the Declarant.

5. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of North Carolina.

6. Successors and Assigns. This First Amendment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed effective as of the date first above written.

MASON LANDING YACHT CLUB LLC (SEAL)

By:  _____
Stephen D. Saieed, Manager

STATE OF NORTH CAROLINA

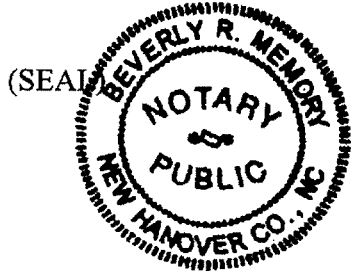
COUNTY OF NEW HANOVER

I, BEVERLY R. MEMORY, a Notary Public of the County of NEW HANOVER, State of North Carolina, certify that Stephen D. Saieed personally appeared before me this day and acknowledged that he is Manager of Mason Landing Yacht Club LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein.

WITNESS my hand and official seal this 25 day of September, 2008.

Beverly R. Memory
Notary Public BEVERLY R. MEMORY
(type or print name)

My commission expires: MAY 30, 2012



JOINDER AND CONSENT BY TRUSTEE AND LENDER

The Property described in the foregoing Declaration is encumbered by that certain Deed of Trust from Declarant to J. Allen Clayton ("Trustee"), as successor to William L. Dawkins and Regions Bank ("Lender") dated July 31, 2007 and recorded August 1, 2007 in Book 5214, Page 1823 in the Office of the Register of Deeds of New Hanover County (the "Deed of Trust"). Trustee and Lender hereby join in the execution of this First Amendment for the purpose of consenting to the terms set forth in the Declaration (as Amended by this First Amendment) and for the purpose of subjecting and subordinating their interests in the Property described in the Declaration to the terms of the Declaration (as amended hereby).

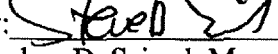
Except as modified herein, the terms of the Deed of Trust are hereby reaffirmed.

 (SEAL)
J. Allen Clayton, Trustee

Regions Bank

By:  (SEAL)

Mason Landing Yacht Club, LLC

By:  (SEAL)
Stephen D. Saieed, Manager

STATE OF North Carolina
COUNTY OF New Hanover

I, Melissa M Miller, a Notary Public for said County and State, certify that John G Walker personally appeared before me this day and acknowledged that he/she is Senior Vice President of Regions Bank, a n Alabama corporation, and that he/she, as Senior Vice President, being authorized to do so, voluntarily executed the foregoing on behalf of the corporation for the purposes stated therein.

I certify that the Signatory personally appeared before me this day, and
(check one of the following):

(I have personal knowledge of the identity of the Signatory); or

(I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of: (check one of the following)

a driver's license; or

other (describe: _____); or

(a credible witness has sworn to the identity of the Signatory).

WITNESS my hand and official seal this 25 day of September, 2008.

Melissa M Miller
Notary Public Melissa M Miller
(type or print name)

My commission expires: 12-13-09

(NOTARY SEAL)

Melissa M. Miller
Notary Public
New Hanover County
North Carolina

STATE OF North Carolina
COUNTY OF New Hanover

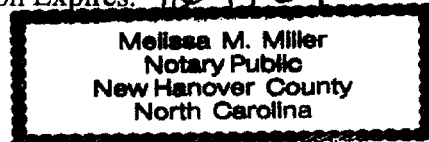
I, Melissa M Miller, a Notary Public for said County and State, do hereby certify that J. Allen Clayton., Trustee, either being personally known to me ~~or proven by satisfactory evidence~~ (said evidence being _____), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by he/she/them for the purposes stated therein.

WITNESS my hand and notarial seal, this 25 day of September, 2008.

Melissa M Miller
Notary Public
Print or Type Name Melissa M Miller

(Official Seal)

My Commission Expires: 12-3-09



STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, BEVERLY R. MEMORY, a Notary Public of the County of NEW HANOVER, State of North Carolina, certify that Stephen D. Saieed personally appeared before me this day and acknowledged that he is Manager of Mason Landing Yacht Club LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein.

WITNESS my hand and official seal this 25 day of SEPTEMBER, 2008.

Beverly R. Memory
Notary Public BEVERLY R. MEMORY
(type or print name)

My commission expires: MAY 30, 2012

(SEAL)





REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

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AMEND 12 PGS \$44.00
Recorder: PHELPS, MICAH

State of North Carolina, County of New Hanover

**YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.**

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