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Davis H. Brinson Duplin County, NC Register of Deeds 2007-06-07 09:17:08  
 FEE: \$ 20.00  
 NC REVENUE STAMP: \$ 0.00 NON-STANDARD FEE: \$ 0.00

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③ \$20.00

NORTH CAROLINA  
 DUPLIN COUNTY

**FIRST AMENDMENT  
 TO  
 SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND  
 RESTRICTIONS REGARDING THE VINEYARDS AT RIVER LANDING AND  
 VINTNER'S ROW AT RIVER LANDING**

THIS FIRST AMENDMENT TO SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING THE VINEYARDS AT RIVER LANDING AND VINTNER'S ROW AT RIVER LANDING (this "Amendment") is made this 6<sup>th</sup> day of June, 2007, by DUPLIN LAND DEVELOPMENT, INC., a North Carolina corporation ("Declarant").

WHEREAS, Declarant is the Declarant under that certain Supplementary Declaration Of Covenants, Conditions And Restrictions Regarding The Vineyards At River Landing And Vintner's Row At River Landing, recorded in Book 22, Page 76-82, in the office of the Register of Deeds of Duplin County, North Carolina ("Registry") (the "Supplementary Declaration"); and

WHEREAS, Declarant desires to amend the Supplementary Declaration to provide for additional water and sewer requirements and restrictions for the Additional Property, as that term is defined in the Supplementary Declaration.

NOW, THEREFORE, for and in consideration of the recitals set forth above, which recitals by this reference are made a substantive part of this Amendment, Declarant hereby declares that the Supplementary Declaration is hereby amended as follows, and the Additional Property that is subject to the Supplementary Declaration as described therein now shall be held,



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sold, conveyed and used subject to the Supplementary Declaration as amended hereby. Said Supplementary Declaration, as amended by this Amendment, and the covenants, conditions and restrictions set forth therein and herein shall be covenants running with the land and shall be binding on all parties having any right, title or interest in the Additional Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner of the Additional Property or any part thereof. Accordingly, Declarant hereby amends the Supplementary Declaration as follows:


A. A new Section 4 is added to the Supplementary Declaration stating the following:

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 meeting all local, state and federal laws, rules and regulations and those rules and regulations promulgated by the ASC and expressly approved by the ASC, such approval being in the ASC's discretion, 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 only the central sewer system pursuant to the use of a "grinder pump," with Owner being responsible for all costs, fees and expenses incurred in such disconnection and connection, including, without limitation, the cost of the grinder pump. 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.

Any capitalized terms not otherwise defined in this Amendment shall have the meanings as given to them in the 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, as supplemented and amended.

IN WITNESS WHEREOF, this Amendment has been executed by Declarant the day and year first above written.

DUPLIN LAND DEVELOPMENT, INC.,  
a North Carolina corporation

BY:   
Kevin A Hine, Vice President

