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JOYCE M. SWICEGOOD
REGISTER OF DEEDS
PENDER COUNTY, NC

Recorded and Verified
Joyce M. Swicegood
Register of Deeds
Pender County, NC
JS

SECOND AMENDMENT
TO
DECLARATION FOR
THE FOREST AT BELVEDERE PLANTATION PHASE 6

This SECOND AMENDMENT TO DECLARATION FOR THE FOREST AT BELVEDERE PLANTATION PHASE 6 ("Second Amendment") made and entered into the 26 day of ~~September~~ ^{JANUARY, 2005}, 2004, by and between JERRY SCOTT, LLC, a North Carolina limited liability company (hereinafter "Declarant"); FOREST AT BELVEDERE, LLC, a North Carolina limited liability company (hereinafter "Forest"); and ALL PROSPECTIVE PURCHASERS AND OWNERS of real property within The Forest at Belvedere Plantation Phase 6.

WITNESSETH:

A. Declarant has caused to be recorded that certain Declaration for The Forest at Belvedere Plantation Phase 6 in Book 2123, at Page 092 in the office of the Register of Deeds of Pender County, as amended by that certain First Amendment to Declaration for The Forest at Belvedere Plantation Phase 6 recorded in Book 2239, at Page 134 in the office of the Register of Deeds of Pender County (the original Declaration and First Amendment collectively referred to as the "Declaration"). Capitalized terms in this Second Amendment shall have the same meanings as set forth in the Declaration unless the context shall otherwise prohibit.

B. Pursuant to Section XIV of the Declaration, the Declarant reserved an option to submit Additional Property to the Declaration.

C. Forest is the owner of that certain property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Second Amendment Property") and desires to subject the Second Amendment Property to the Declaration.

Prepared by WARD AND SMITH, P.A., 127 Racine Drive, Wilmington, NC 28403
Please return to WARD AND SMITH, P.A., P.O. Box 7068, Wilmington, NC, 28406
Attention: W. Daniel Martin, III

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D. Pursuant to rights reserved by the Declarant in Section XIV of the Declaration, the Declarant desires to amend the description of the Additional Property to include all of the Second Amendment Property.

E. Pursuant to rights reserved by the Declarant in Section XIII of the Declaration, Declarant has transferred certain Special Declarant Rights to Forest in order to facilitate the development of the Second Amendment Property, including, but not limited to, the right to subject any Additional Property to additional covenants, conditions and restrictions.

F. Forest desires to subject the Second Amendment Property to the additional covenants, conditions and restrictions set forth herein so as to ensure compliance with the Storm Water Management Permit issued by the Department of Environment and Natural Resources, Division of Water Quality ("DENR") relating to the Second Amendment Property.

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

1. Declarant hereby amends the description of the Additional Property set forth in Attachment A of the Declaration to include the Second Amendment Property.
2. Declarant, with the consent of Forest, hereby submits the Second Amendment Property to the Declaration and the jurisdiction of the Association.
3. Forest, with the consent of the Declarant, does hereby subject the Second Amendment Property to the following covenants, conditions and restrictions in addition to those covenants, conditions and restrictions in the Declaration:

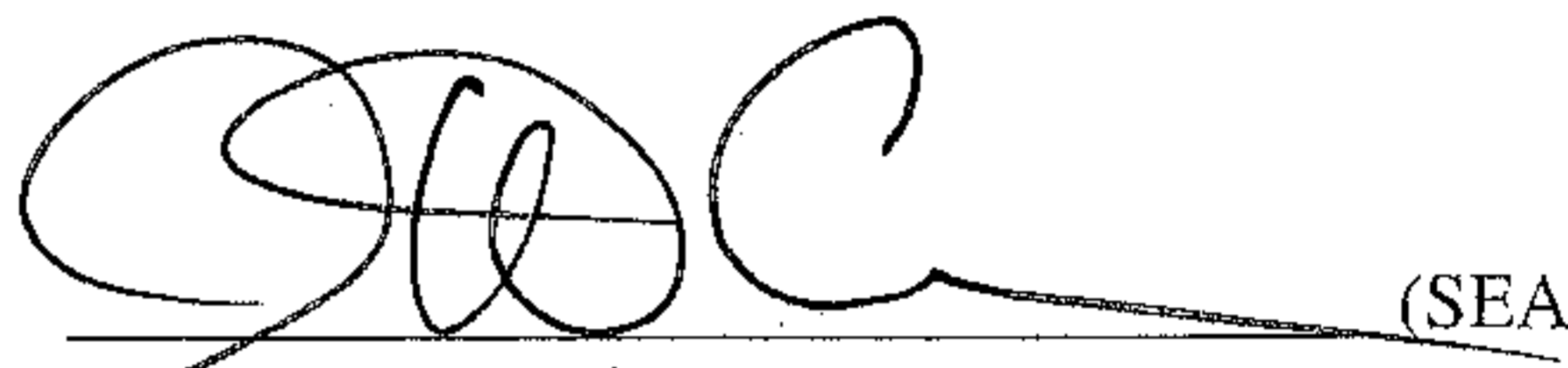
The maximum allowable "built-upon area" on any Lot in the Second Amendment Property is 2,717 square feet. "Built-Upon Area" includes any area constructed within the Lot property boundaries and that portion of the right-of-way between the front lot line and the edge of the pavement. "Built-Upon Area" includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the Second Amendment Property except for average driveway crossings, is strictly prohibited by any persons. A thirty (30) foot wide vegetated buffer between all impervious areas and surface waters shall be maintained on each Lot on the Second Amendment Property. All roof drains shall terminate at least thirty (30) feet from the mean high water mark of any surface waters. The covenants set forth in this paragraph are intended to ensure ongoing compliance with State Storm water Management Permit No. SW8040602 as issued

by the Division of Water Quality under NCAC 2H.1000 and any amendments, additions or replacements thereof, or any such permit obtained by Declarant and relating to the Second Amendment Property (the "Permit"). The State of North Carolina is made a beneficiary of the covenants set forth in this paragraph to the extent necessary to maintain compliance with the Permit. The covenants set forth in this paragraph pertaining to storm water may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality. Alteration of the drainage as shown on the approved storm water plan for the Subdivision may not take place without the concurrence of the State.

To the extent the additional covenants, conditions and restrictions in this Second Amendment conflict with the terms of the Declaration, and specifically the terms of Paragraph 14, Section XII of the Declaration, the terms of this Second Amendment shall control with respect to the Second Amendment Property to the extent required to comply with any permit, or amendment thereto, issued by DENR.

IN TESTIMONY WHEREOF, the Declarant and Forest have caused this Second Amendment to be executed under seal and in such form as to be binding, this the day and year first above written.

JERRY SCOTT, LLC (SEAL)
a North Carolina limited liability company

By:  (SEAL)
Scott H. Cook, Manager

FOREST AT BELVEDERE PLANTATION, LLC (SEAL)
a North Carolina limited liability company

By:  (SEAL)
Scott H. Cook, Manager

STATE OF NORTH CAROLINA
COUNTY OF Pender

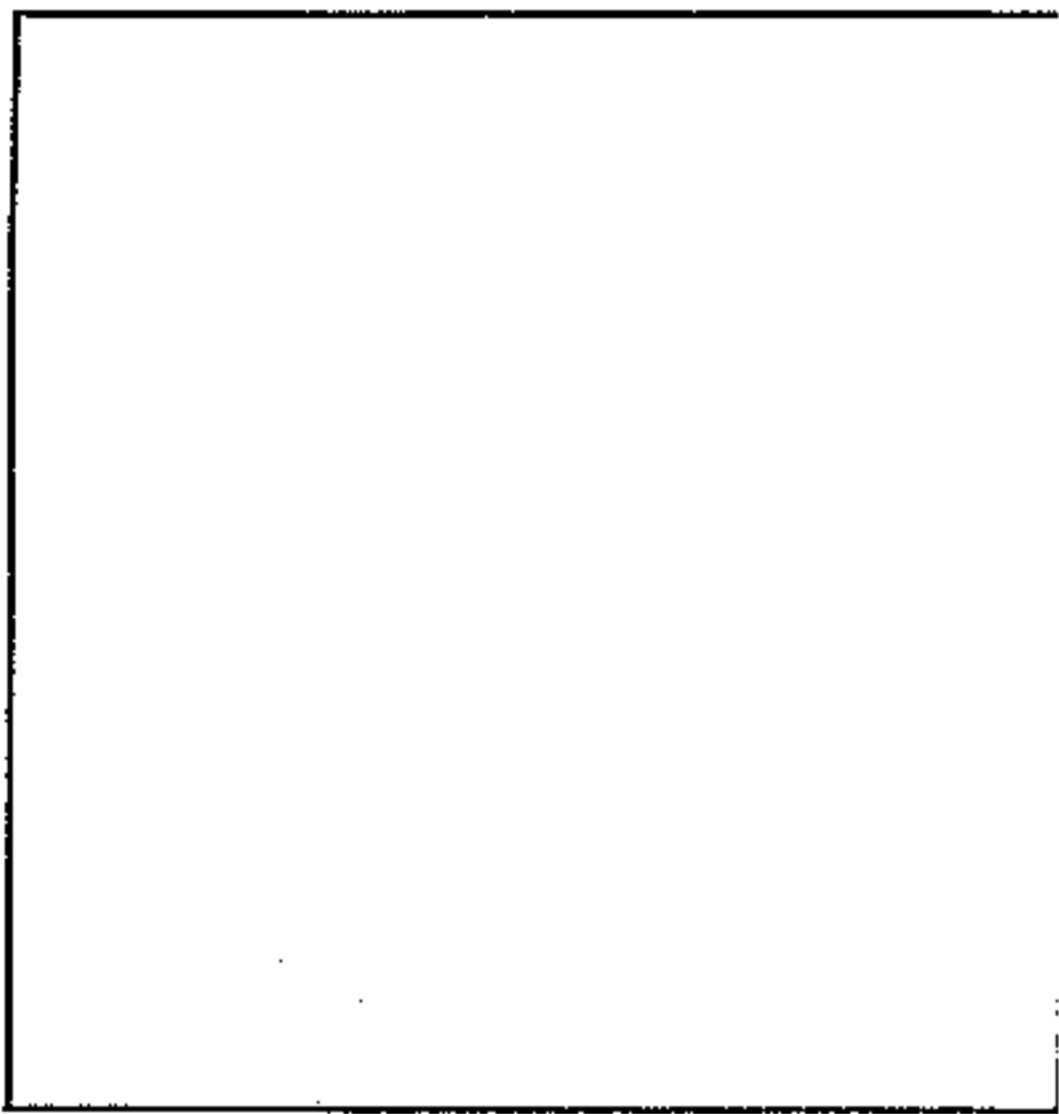
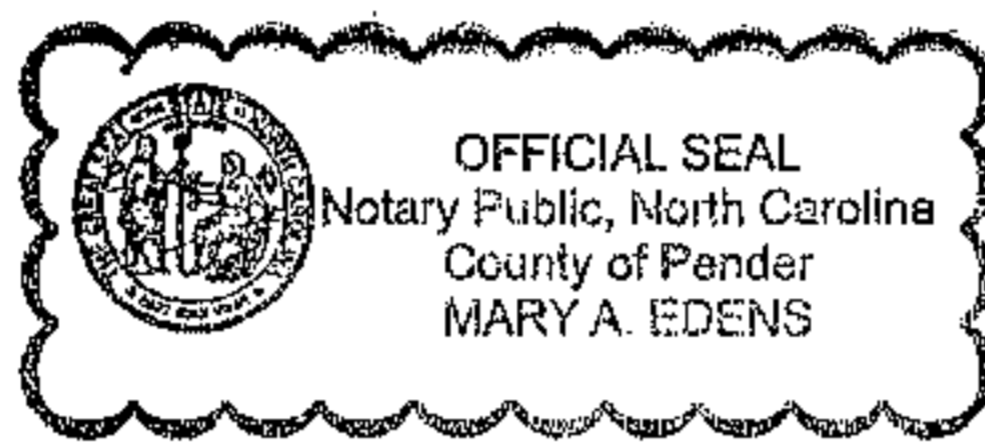
I, Mary A. Edens, a Notary Public in and for said County and State, do hereby certify that SCOTT H. COOK before me this day personally appeared, who being by me first duly sworn, says that he is a manager of JERRY SCOTT, LLC, the limited liability company described in and which executed the foregoing instrument; that he executed said instrument in the limited liability company name by subscribing his name thereto; and that the instrument is the act and deed of said limited liability company.

WITNESS my hand and notarial seal, this the 26 day of February, 2004.

Mary A. Edens
Notary Public

My Commission Expires:

4/20/08



Notary seal or stamp must appear within this box.

STATE OF NORTH CAROLINA
COUNTY OF Pender

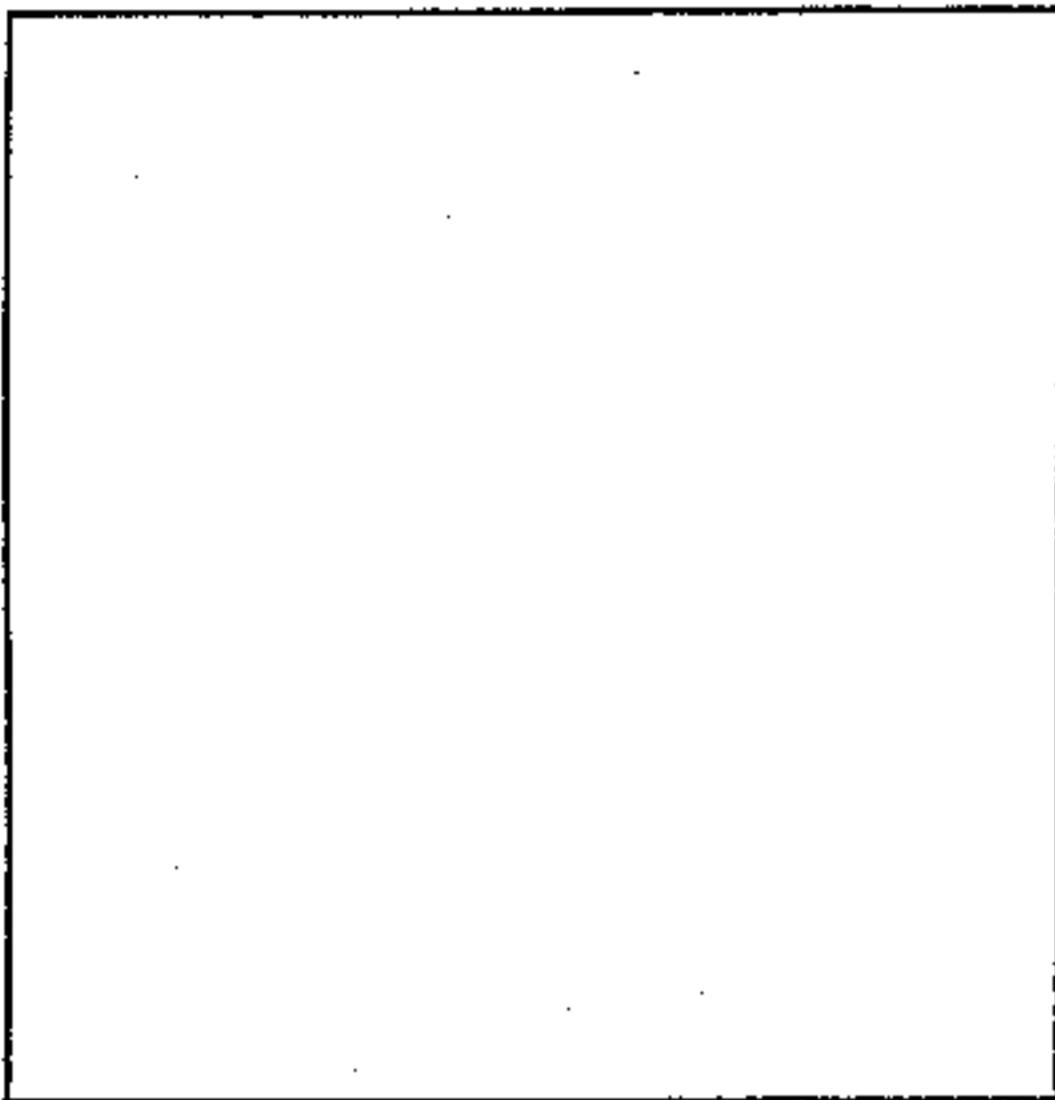
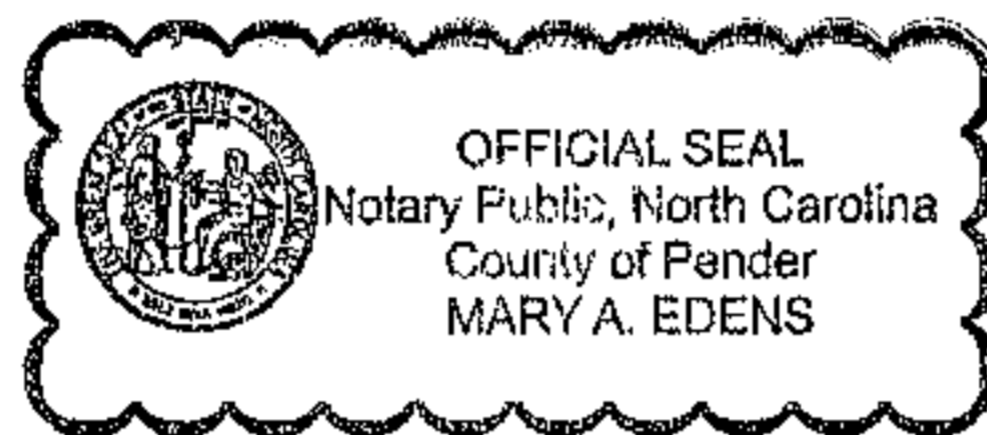
I, Mary A Edens, a Notary Public in and for said County and State, do hereby certify that SCOTT H. COOK before me this day personally appeared, who being by me first duly sworn, says that he is a manager of FOREST AT BELVEDERE PLANTATION, LLC, the limited liability company described in and which executed the foregoing instrument; that he executed said instrument in the limited liability company name by subscribing his name thereto; and that the instrument is the act and deed of said limited liability company.

WITNESS my hand and notarial seal, this the 26 day of January, 2004.

Mary A Edens
Notary Public

My Commission Expires:

4/20/08



Notary seal or stamp must appear within this box.

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NORTH CAROLINA - PENDER COUNTY: The foregoing (or annexed) certificate of Mary A. Edens, is certified to be correct. This 27 day of Jan, A.D. 2005
JOYCE M. SWICEGOOD - Pender County Register of Deeds
By: Joyce Swicgood ~~Deputy~~ /Assistant Register of Deeds

Exhibit "A"

All that tract or parcel of land lying and being situate in the Pender County, North Carolina, shown and designated on that map entitled "MULBERRY CIRCLE - REVISION OF PHASE 6-F BELVEDERE PLANTATION," said map being recorded in Map Book 38, at Page 24, in the office of the Register of Deeds of Pender County, North Carolina.