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JOYCE M. SWICEGOOD
REGISTER OF DEEDS
PENDER COUNTY, NC

BK 3447 PG 241

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR THE VILLAGES AT TURTLE CREEK

Prepared by: Murchison, Taylor & Gibson, PLLC
16 North Fifth Avenue, Wilmington, NC 28401

STATE OF NORTH CAROLINA **COUNTY OF PENDER**

This AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR THE VILLAGES AT TURTLE CREEK (this "Amendment") is made this 15th day of April, 2008 by **DCNC NORTH CAROLINA I, L.L.C.**, a North Carolina limited liability company ("DECLARANT").

WITNESSETH:

WHEREAS, the DECLARANT heretofore executed that certain Master Declaration of Protective Covenants for The Villages at Turtle Creek and caused the same to be recorded in **Book 3029, Page 10** in the Pender County Registry, and that certain Supplemental Declaration of Protective Covenants for The Villages at Turtle Creek and caused the same to be recorded in **Book 3290, Page 192** in the Pender County Registry (all as heretofore and hereafter amended from time to time, the "Protective Covenants");

WHEREAS, in Section 11.6 of the Protective Covenants, the DECLARANT subjected the Property (as defined in the Protective Covenants) to the State of North Carolina rules and regulations covering stormwater runoff, as these rules and regulations are amended from time to time;

WHEREAS, in Section 8.4 and Section 15.3 of the Protective Covenants, the DECLARANT reserved the right to amend the Protective Covenants and subject the Property to additional covenants and easements;

WHEREAS, in connection with State Stormwater Management Permit Number SW8 051025 acquired by the Association from the Division of Water Quality ("DWQ") under NCAC 2H.1000, DWQ has required that the Protective Covenants include the rules and regulations provided in this Amendment;

NOW THEREFORE, in accordance with its rights under Section 8.4 and Section 15.3 of the Protective Covenants, the DECLARANT does hereby amend the Protective Covenants as follows:

1. The maximum built upon area ("MAX BUA") for Lot 29 and Lot 36 as set out in Section 11.6(f) is hereby amended as follows:

Lot #	Max BUA
29	4,186
36	3,633

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

2. DECLARANT, being the owner or having all of the rights in and to the Property, hereby declares that the Property shall be held, sold, and conveyed subject to the Protective Covenants, as amended hereby, which covenants shall run with title to the Property and shall be binding on all parties having any right, title, or interest in the described Property or any part thereof, and shall inure to the benefit of each owner thereof.

EXCEPT AS AMENDED HEREIN, the Protective Covenants shall be and remain in full force and effect.

DCNC NORTH CAROLINA, I, L.L.C.

By: Dilsheimer Communities of North Carolina, L.L.C., its sole manager

By: _____
J.B. Dilsheimer, Vice President

STATE OF Pennsylvania

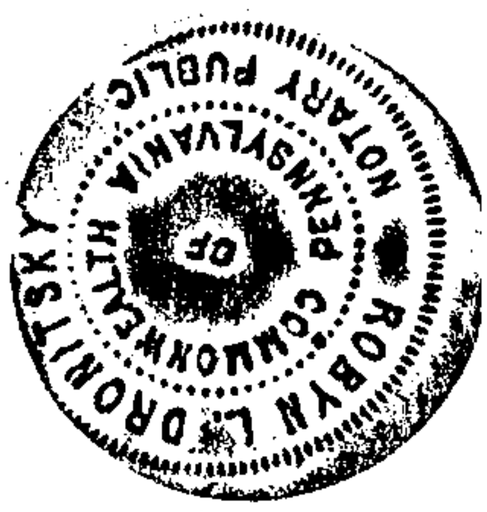
COUNTY OF Montgomery

I, Robyn L. Dronitsky, a Notary Public of said County and State, do hereby certify that J.B. DILSHEIMER personally appeared before me this day and acknowledged that that he is the Vice President of Dilsheimer Communities of North Carolina, L.L.C., a North Carolina limited liability company that is the sole manager of **DCNC NORTH CAROLINA I, L.L.C.**, a North Carolina limited liability company (the "Company") and that by authority duly given, he executed the foregoing instrument on behalf of and as the act of the sole manager of the Company.

WITNESS my hand and official stamp or seal, this 15th day of April, 2008.

Robyn L. Dronitsky
Notary Public

My Commission Expires:

8/8/11

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Robyn L. Dronitsky, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Aug. 8, 2011
Member, Pennsylvania Association of Notaries