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STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

RECORDED AND VERIFIED
MARY SUE OOTS
REGISTER OF DEEDS
NEW HANOVER CO. NC

AMENDMENT TO PROTECTIVE COVENANTS

FOR

PORTERS NECK PLANTATION, CHAMPIONS ROW

WHEREAS, Porters Neck Company, Inc., has heretofore and is now subdividing properties into a residential development generally referred to as Porters Neck Plantation, and with those properties has developed a portion thereof into a subdivision known as Porters Neck Plantation, Champions Row; and

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WHEREAS, as a part of its scheme of development, Porters Neck, Incorporated, did subject certain portions of its properties to certain protective covenants which were recorded in Book 1555 at Pages 957 through 981, inclusively, of the New Hanover County Registry (the "Registry"); and

WHEREAS, the properties developed or being developed as Porters Neck Plantation Champions Row was made subject to the protective covenants recorded in Book 1555, Page 957 et seq., as amended, as the same were amended by the Amendment to Protective Covenants Porters Neck Plantation Champions Row recorded in Book 1620 at Page 859 and Book 1916 at Page 828 et seq. of said Registry, the Corrective Amendment to Protective Covenants Porters Neck Plantation Champions Row recorded in Book 1672 at Page 1214 of said Registry (collectively hereinafter referred to as the "Declaration"); and

WHEREAS, under paragraph 11 of the Amendment to Protective Covenants Porters Neck Plantation Champions Row (hereinafter referred to as the "Amendment") recorded in Book 1620 at Page 859 of the Registry, the owners of lots in Porters Neck Plantation Champions Row have the power and authority to amend the Declaration upon the approval of seventy percent (70%) of the owners of lots in Porters Neck

RETURNED TO

Richard L. Williams
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Plantation Champions Row so long as such amendment does not have general applicability to all properties within the Porters Neck subdivision; and

WHEREAS, the owners of lots in Porters Neck Plantation Champions Row desire to amend the Declaration as set forth hereinafter, which such amendments do not have general applicability to all properties within the Porters Neck subdivision; and

WHEREAS, the amendments to the Declaration set forth hereinafter have been approved by the owners of not less than seventy percent (70%) of the lots within Porters Neck Plantation Champions Row.

NOW, THEREFORE, the Declaration is hereby amended as set forth hereinafter and all of the property known as Porters Neck Plantation Champions Row shall be held, sold, mortgaged, leased, occupied, conveyed and otherwise transferred subject to the Declaration as hereby amended and the Declaration, as hereby amended, shall run with the real property described in the Declaration as Porters Neck Plantation Champions Row as the same is shown on a map thereof recorded in Map Book 32 at Page 293 of the Registry (hereinafter referred to as the "Champions Row Property").

A. First Amendment: Paragraph 4 titled "CHAMPIONS ROW ASSOCIATION" of the Amendment Two is amended as follows:

Section (a) is deleted in its entirety and a new section 4(a) shall be inserted to read: The Association shall maintain the exterior grounds contained within each Lot, which such maintenance shall include the annual replenishment of pinestraw in planting beds as specified in the annual approved budget, provide for the mowing of the grass, fertilization of plants and grass, edging, blowing of streets and driveways and other services which may be contained in the Landscape Maintenance Contract negotiated by the Board on behalf of the Association.

Each Owner of a Lot, shall be responsible for the upkeep, maintenance and replacement of all plantings, shrubbery, tree service (including removal of dead trees and stumps) grass, irrigation system and all other portions of the exterior grounds contained within each Lot at the Lot Owners cost and expense.

Section (b) is deleted in its entirety and the new Section (b) inserted in the place thereof: Amend Paragraph 4 by adding new Section (b) to read as follows: Maintenance by Owner. To the extent that exterior maintenance, repair or replacement is not provided by the Association elsewhere in this Protective Covenant, each Lot Owner, shall keep all Lots, and all improvements thereon, in good order and repair and free of debris, trash and other unsightly conditions all in a manner and with such frequency as is consistent with good property management as determined by the Board of Directors of the Association from time to time. In the event an Owner of any Lot in the Properties shall fail to maintain the Lot, and all improvements thereon, as provided herein, the Association, in addition to any other remedies it may have under this Protective Covenant or under law, after giving to such Owner written notice and allowing fifteen (15) days to remedy Owner's failure to maintain the Lot, and all improvements thereon or therein, as provided herein, shall have the right to enter upon said Lot to correct said condition and to repair, maintain and restore the Lot, and all improvements thereon to good order and repair and good condition. All costs and expenses together with an administrative fee of fifteen percent (15%) of the aggregate of such costs and expenses, shall be and constitute an assessment upon such Lot and be payable within ten (10) days of the date written notice is given to such Owner

of the amount due. If such Owner fails or refuses to pay, the Association may collect the assessment in the same manner as for special assessments as provided in Article VI of this Declaration.

B. ~~Second Amendment~~: Paragraph 5 titled "RESERVE FUND" of the Amendment is hereby deleted in its entirety and the new paragraph 5 inserted in the place thereof:

5. RESERVE FUND - Reserves may be maintained as determined by the Board of Directors of the Association from time to time, but shall not be required.

END OF AMENDMENTS

Attached hereto and made a part hereof by this reference is a Certificate by the duly elected Secretary of the Association certifying that this Amendment has been duly adopted, as provided in the Declaration of Porters Neck Plantation, Champions Row, by the membership of the Champions Row Homeowners Association

EXCEPT AS SPECIFICALLY AMENDED by this Amendment, all other terms, conditions, covenants, and restrictions contained in the Declaration shall be and remain in full force and effect and continue to be binding upon and run with the Row Property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this the 2nd day of July, 1997.

*Champions Row Homeowners Association
INC.*



By: Joseph D. Griggs
PRESIDENT

Attest: Richard L. Schiller
SECRETARY
(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

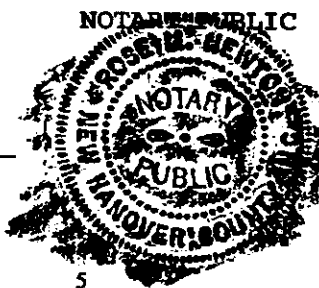
I, Rose M. Newton, a Notary Public in and for the County and State aforesaid do hereby certify that Richard L. Schiller personally appeared before me this day and acknowledged that he/she is _____ Secretary of Champions Row Homeowners Association, Inc., and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by himself/herself as its _____ Secretary.

WITNESS my hand and notarial seal this the 2nd day of July, 1997.

Rose M. Newton

MY COMMISSION EXPIRES:

April 11, 1999



STATE OF NORTH CAROLINA
New Hanover County
The Forgoing/ Annexed Certificate(s) of

Rose M. Newton

Notary (Notaries) Public is/ are certified to be correct.

This the 8 day of July, 1997

by Patricia Barnes
Deputy/Assistant