

FILED
 CUMBERLAND COUNTY NC
 J. LEE WARREN, JR.
 REGISTER OF DEEDS

FILED Jun 29, 2011
 AT 03:21:00 pm
 BOOK 08671
 START PAGE 0584
 END PAGE 0586
 INSTRUMENT # 20992
 RECORDING \$20.00
 EXCISE TAX (None)

DJ

AMENDMENT TO DECLARATION OF RESTRICTIVE
 COVENANTS FOR MARINER'S POINTE
 SECTION 2, PART 2

Ret to McCauley - Person

THIS AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS is made
 the 24th day of June, 2011 by HUFF-CAVINESS, LLC, a North Carolina
 limited liability company, ("Declarant");

WITNESSETH:

Declarant is the Declarant under that certain Declaration of Restrictive Covenants of
 Mariner's Pointe, Section 2, Part 1 (the "Declaration") recorded in Book 8539, Page 708, of the
 Cumberland County Registry. Pursuant to the Declaration, Mariner's Pointe, Section Two, Part 2
 was annexed by the recording of a Supplemental Declaration recorded in Book 8612, Page 648,
 of the aforesaid Registry. Under the terms of said Declaration, the Declaration may be amended by
 the Declarant as long as the Declarant owns any of the Lots of this subdivision. Declarant owns
 several of said Lots and desires to amend the Declaration with regard to Lot 83 of Mariner's Pointe,
 Section 2, Part 2 as shown on Plat Book 128, Page 72 as set forth below.

Therefore, Declarant hereby amends the Declaration to provide that as to Lot 83 of Mariner's
 Pointe, Section 2, Part 2 as shown on Plat Book 128, Page 72, of the Cumberland County Registry
 only, Section 4 of ARTICLE II shall be amended as follows:

Section 4. All structures shall comply with the Cumberland County, NC, ordinances
 with regard to all set-back requirements; provided, however, that piers and

boathouses as permitted under Section 2 above are exempt from such setback requirements except as required by local, county, or state rules and regulations. For the purposes of this covenant, eaves, steps, overhangs and chimneys shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of an improvement on a Lot to encroach upon another Lot. When consistent with the zoning ordinance, the building line set back as provided for in this paragraph may be varied by (i) the Declarant so long as the Declarant owns any Lot in the subdivision herein described, or (ii) as much as ten (10) percent with the express written consent of the Declarant, which said consent document need not be on record in the Office of the Register of Deeds of Cumberland County, North Carolina.

This Amendment shall be construed under the laws, statutes and ordinances of such jurisdiction. The provisions hereof are independent covenants and should any provision or provisions contained in this Amendment be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect. The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by the parties hereto and by their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed the day and year first above written.

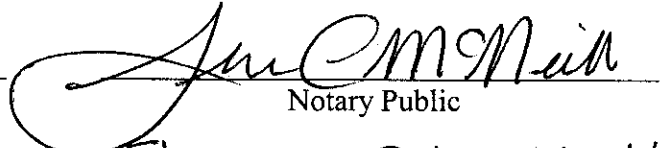
HUFF-CAVINESS, LLC

By:  (SEAL)
Name:
Title: Manager

NORTH CAROLINA
CUMBERLAND COUNTY

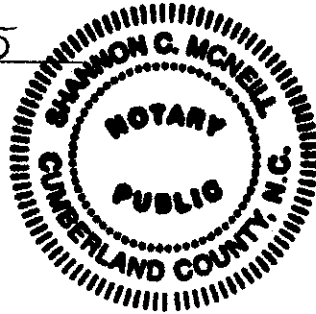
I certify that the following person(s) personally appeared before me this day and I have personal knowledge of the identity of the principal(s) or have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the principal(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: Watson G Caviness,
Manager

Date: 6/24/2011


Notary Public

Shannon C McNeill
Printed or Typed Name of Notary Public

My commission expires: 6/9/2015



(N.P. SEAL)