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J. LEE WARREN JR.  
REGISTER OF DEEDS  
CUMBERLAND CO., N.C.

Prepared By/Return To:  
The Real Estate Law Firm

NORTH CAROLINA  
CUMBERLAND COUNTY

AMENDMENT TO RESTRICTIVE  
COVENANTS: MARINER'S  
POINTE, SECTION ONE

THIS DECLARATION, made this 21st day of June, 2007, by LANDFALL PARTNERS, LLC, a North Carolina limited liability company, hereinafter referred to as "Developer" and all present and future owners of lots in MARINER'S POINTE, SECTION ONE as shown on the plat of the same duly recorded in Plat Book 118, Page 108, Cumberland County, North Carolina, Registry.

WITNESSETH:

WHEREAS, Developer heretofore has caused to be recorded certain restrictive covenants for the subdivision known as Mariner's Pointe, Section One said restrictive covenants having been recorded in Book 7416, Page 741, Cumberland County, North Carolina, Registry; and

WHEREAS, pursuant to Article V, Section 2 of said restrictive covenants, the Developer may amend such covenants as long as the Developer owns any one lot in the said subdivision; and

WHEREAS, the Developer does own at least one lot in the said subdivision and desires to amend the covenants as hereinafter set forth;

NOW, THEREFORE, the restrictive covenants for Mariner's Pointe, Section One, Part Two, recorded in Book 7416, Page 741, are hereby amended as follows:

1. Article III is deleted in its entirety.
2. That a new Article III shall be inserted to read as follows:

ARTICLE III  
UTILITIES AND UTILITY, SEPTIC AND DRAINAGE EASEMENTS


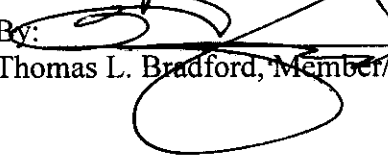
Section 1. Developer reserves the right to subject the real property in this entire subdivision to a contract with public utility providers for the installation of overhead and/or underground electric cables or other utilities and/or for the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to such public utility provider by the owner of each improved Lot. Developer and its successors in title may devote any lot or portion thereof, not already sold, for any construction and uses which it, in its sole discretion, deems necessary in order to provide the subdivision with utilities.

Section 2. Easements for installation and maintenance of utilities and drainage facilities and signs are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage, or which may obstruct or retard the flow of water. All areas indicated as streets and easements on the recorded plat are hereby dedicated to public use for such uses forever except side yard easements which are for the use and benefit of those persons and lots as described herein.

Section 3. There shall be a specific septic easement for the benefit of Lot 40, Mariner's Pointe, Section One, Part One, per plat recorded in Plat Book 118, Page 108, said easement being more particularly described in Exhibit "A", attached hereto and incorporated herein by reference.

3. Except as herein specifically amended, all of the other provisions of the restrictive covenants as recorded in Book 7416, Page 741, remain in full force and effect.

IN WITNESS WHEREOF, LANDFALL PARTNERS, LLC., the Developer herein, has caused this Declaration to be signed in its name the day and year first above written.

LANDFALL PARTNERS LLC  
  
 By: \_\_\_\_\_ (SEAL)  
 D. Ralph Huff, III, Member/Manager  
 By: \_\_\_\_\_ (SEAL)  
 Thomas L. Bradford, Member/Manager  


By:     *WG*     (SEAL)  
Watson G. Caviness, Member/Manager

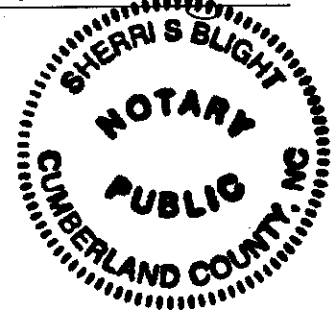
State of North Carolina  
County of Cumberland

I, the undersigned notary public for the above stated county and state, do hereby that D. Ralph Huff III personally appeared before me this date and, being first duly sworn, acknowledged that he is membre/manager of Landfall Partners, LLC, a North Carolina limited liability company, and that by authority duly given, and as the act of the limited liability company, he signed the foregoing instrument in the company name as its act and deed for the purposes therein stated.

Witness my hand and notarial stamp or seal this 25<sup>th</sup> day of June 2007.

    *Sherris S. Blight*      
Notary Public

My commission expires:     FEB 7 2011    



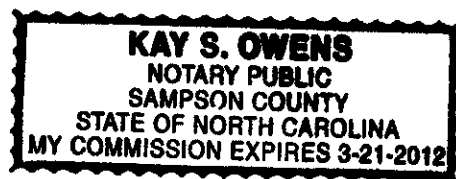
State of North Carolina  
County of Cumberland

I, the undersigned notary public for the above stated county and state, do hereby that Thomas L. Bradford personally appeared before me this date and, being first duly sworn, acknowledged that he is membre/manager of Landfall Partners, LLC, a North Carolina limited liability company, and that by authority duly given, and as the act of the limited liability company, he signed the foregoing instrument in the company name as its act and deed for the purposes therein stated.

Witness my hand and notarial stamp or seal this 25<sup>th</sup> day of June, 2007.

    *Kay S. Owens*      
Notary Public

My commission expires:     3/21/12    



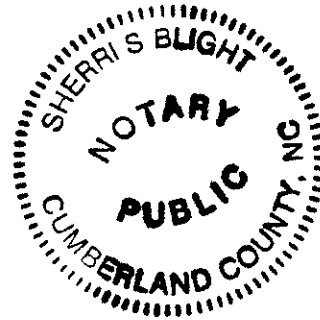
State of North Carolina  
County of Cumberland

I, the undersigned notary public for the above stated county and state, do hereby that Watson G. Caviness personally appeared before me this date and, being first duly sworn, acknowledged that he is membre/manager of Landfall Partners, LLC, a North Carolina limited liability company, and that by authority duly given, and as the act of the limited liability company, he signed the foregoing instrument in the company name as its act and deed for the purposes therein stated.

Witness my hand and notarial stamp or seal this 25<sup>th</sup> day of June, 2007.

Sherrin S. Blight  
Notary Public

My commission expires: FEB 7 2011



**EXHIBIT "A"**  
June 20, 2007

ENGINEERS  
PLANNERS  
SURVEYORS  
**M&R**  
**MOORMAN, KIZER & REITZEL, INC.**

115 Broadfoot Ave.  
P.O. Box 53774  
Fayetteville, NC 28305  
(910) 484-5191  
Fax: (910) 484-0388  
www.mkrinc.com

**Legal Description**  
0.43 Acre Mariners Pointe  
Portion of Open Space for Lot 40 Septic System Easement

BEGINNING at the southern-most corner of Lot 40 of Mariners Pointe Section 1, Part 1 as recorded in Plat Book 118, Page 108, Cumberland County, North Carolina Registry, said beginning corner being in the northern line of the open space as shown on a plat of Mariners Pointe Section 1, Part 2 as recorded in Plat Book 119, page 116 of which the following is a part and running South 27 degrees 05 minutes 00 seconds West, 50.00 feet to a point in the southern line of the open space and the northern line of Lot 51 of said Section 1, Part 2;

thence with said northern line of Lot 51 North 62 degrees 55 minutes 00 seconds West, 266.12 feet to the western bank of Stewarts Creek;

thence with the bank of Stewarts Creek North 24 degrees 37 minutes 05 seconds East, 64.27 feet to a point;

thence continuing with the creek South 78 degrees 54 minutes 48 seconds East, 80.43 feet to a corner of Lot 40;

thence with the southern line of Lot 40 South 52 degrees 09 minutes 55 seconds East, 195.00 feet to the POINT OF BEGINNING.

Containing 18,796 square feet (0.43 acre, more or less).

And being an easement for the purpose of a septic system over the western portion of the open space as shown on a map of mariners Pointe Section 1, Part 2 as recorded in Plat Book 119, Page 116, Cumberland County, North Carolina Registry, said easement being for the use of Lot 40 of Mariners Pointe Section 1, Part 1 as recorded in Plat Book 118, Page 108.

Prepared by Moorman, Kizer & Reitzel, Inc., Fayetteville, North Carolina.