

BK 09687 PG 0210

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

FILED Jul 15, 2015  
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END PAGE 0212  
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EXCISE TAX (None)

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**PREPARED BY AND RETURN TO:**

The Law Offices of Lonnie M. Player, Jr., PLLC (Courthouse Box)  
Post Office Box 88095  
Fayetteville, NC 28304-8095

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

AMENDMENT TO THE  
RESTRICTIVE COVENANTS FOR  
STEEPLECHASE SUBDIVISION

THIS AMENDMENT TO THE RESTRICTIVE COVENANTS FOR STEEPLECHASE SUBDIVISION ("Amendment") is made this 13 day of July, 2015 by NPS ASSOCIATES, a North Carolina General Partnership, (the "Developer" or "Declarant");

WITNESSETH:

WHEREAS Developer caused to be recorded certain subdivision plats for the Steeplechase Subdivision, with said plats being duly recorded in Plat Book 114, Page 132, Book 119, Page 86, Book 119, Page 190, Book 120, Page 30, and Book 120, Page 112 all in the Cumberland County Registry, North Carolina (collectively, the "Steeplechase Subdivision"); and

WHEREAS the restrictive covenants for the Steeplechase Subdivision have been duly recorded in Deed Book 6930, Page 192 which restrictive covenants were duly amended by instruments recorded in Deed Book 7044, Page 760, Book 7139, Page 641, Book 7501, Page 452, Book 7534, Page 539, Book 7630, Page 640, Book 8231, Page 723 and Book 8616, Page 441, all in the Cumberland County Registry, North Carolina (collectively, as amended, the "Covenants"); and

WHEREAS the Covenants provide, amongst other things, Developer has the right to alter or amend the Covenants while Developer owns any one lot in the Steeplechase Subdivision; and

WHEREAS Developer still owns at least one lot in the Steeplechase Subdivision and desires to amend the Covenants as provided herein;

NOW THEREFORE, in consideration of the mutual covenants contained in the Covenants, this instrument and other good and valuable consideration, the receipt of which is hereby acknowledged as sufficient, the Developer does hereby declare the following:

1. A new Section under Article IV, entitled COVENANTS FOR MAINTENANCE ASSESSMENTS, is hereby inserted to state as follows:

Section 11. Declarant Not Subject to Assessments. Notwithstanding any other provision contained herein, under no circumstances may the Association levy upon the Declarant any kind of assessment, tax, charge or any other expense whatsoever. Any Lot owned by the Declarant is not subject to assessment by the Association and the Declarant shall not under any circumstances be subjected to paying dues to the Association.

2. This Amendment applies to all lots in the Steeplechase Subdivision.

3. Except as specifically set forth herein, the Covenants remain unchanged and in full force and effect.

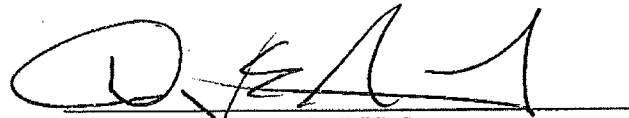
4. This Amendment shall be construed under the laws, statutes and ordinances of such governmental authority having jurisdiction. The provisions hereof are independent covenants and should any provision or provisions contained in this Amendment be declared by a Court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provision or 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 their respective successors and assigns. The Developer reserves the right to make future alterations or amendments to the Covenants.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed as of the day and year first above written.

Declarant:  
NPS ASSOCIATES  
a North Carolina General Partnership



By: LARRY W. STROTHER, Partner

  
By: DANNY E. NORRIS, Partner

[NOTARY PAGE FOLLOWS]

STATE OF NORTH CAROLINA

COUNTY OF Harnett

This 13 day of July, 2015, personally came before me Oscar H. Pace, Jr, a Notary Public of Harnett County, State of North Carolina, Larry W. Strother, who, being by me duly sworn, says that he is a Partner of NPS Associates, a North Carolina General Partnership, and that the said foregoing writing was signed and sealed by him on behalf of said general partnership by its authority duly given. And the Partner acknowledged the said writing to be the act and deed of said general partnership.

Witness my hand and official stamp or seal this 13 day of July, 2015.

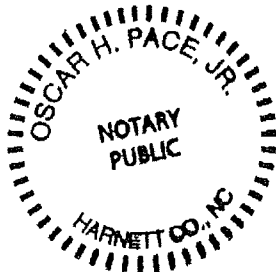
Oscar H. Pace, Jr

Notary Public

My commission expires:

6/3/2019

[NOTARIAL SEAL]



(N.P. SEAL)

STATE OF NORTH CAROLINA

COUNTY OF Harnett

This 13 day of July, 2015, personally came before me Oscar H. Pace, Jr, a Notary Public of Harnett County, State of North Carolina, Danny E. Norris, who, being by me duly sworn, says that he is a Partner of NPS Associates, a North Carolina General Partnership, and that the said foregoing writing was signed and sealed by him on behalf of said general partnership by its authority duly given. And the Partner acknowledged the said writing to be the act and deed of said general partnership.

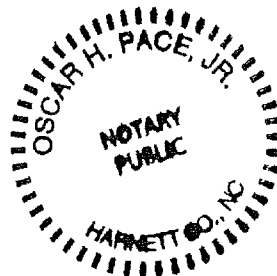
Witness my hand and official stamp or seal this 13 day of July, 2015.

Notary Public

My commission expires:

6/3/2019

[NOTARIAL SEAL]



(N.P. SEAL)