



FOR REGISTRATION REGISTER OF DEEDS
KIMBERLY S. HARGROVE
HARNETT COUNTY, NC
2009 APR 22 11:43:20 AM
BK: 2616 PG: 761-788 FEE: \$92.00

INSTRUMENT # 2009005885

Drawn by and Mail To: Weatherspoon & Voltz LLP, 203 E. Whitaker Mill Road, Suite 109, Raleigh, NC 27608

NORTH CAROLINA

HARNETT COUNTY

**FIRST AMENDMENT TO
DECLARATION OF DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS FOR THE GATE AT LEXINGTON PLANTATION SUBDIVISION
RECORDED IN BOOK 2494, PAGE 361, HARNETT COUNTY REGISTRY
AND RE-RECORDED IN BOOK 2518, PAGE 451, HARNETT COUNTY REGISTRY**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS (the "Second Amendment") made this 15TH day of December, 2008, by Lexington Plantation Investors, LLC, a North Carolina limited liability company, as successor to Pierce Development, LLC (the "Declarant"); Homeco Builders, Inc., a NC corporation ("Homeco"); Cumberland Homes, Inc., a NC corporation ("Cumberland"); Danny E. Norris d/b/a Craftsman Construction and wife, Joan L. Norris ("Craftsman"); New Century Homes, LLC, a NC limited liability company ("New Century"); Silverado Homes, LLC, a NC limited liability company ("Silverado"); Matthew H. Norris d/b/a Prominent Builders and wife, Nade (Prominent); M & P Partners, LLC, a NC limited liability company ("M & P"); Ealy Developments, LLC, a NC limited liability company ("Ealy"); Jason Price Construction, Inc., a NC corporation ("Jason Price"); Watermark Homes, Inc., a NC corporation ("Watermark"); H & H Constructors, Inc., a NC corporation ("H & H"); JBC Developers, Inc., a NC corporation ("JBC"); B & G Developments, LLC, a NC limited liability company ("B & G"); W.M. Kent Pierce, Inc., a NC corporation ("W.M. Kent Pierce"); Classic Home Creations, LLC, a NC limited liability company ("Classic"); DSF, LLC, a NC limited liability company ("DSF"); Cates Building, Inc., a NC corporation ("Cates"); Regency Homes, Inc., a NC corporation ("Regency"); Caviness Land Development Co. a/k/a Caviness Land Development, Inc., a NC corporation ("Caviness"); LDS Homes, LLC, a NC limited liability company ("LDS") and Antione C. Fernandes, (single) ("Fernandes"), collectively known as the "Owners".

WITNESSETH:

WHEREAS, Pierce Development, LLC previously recorded in Book 2494, Page 361 and re-recorded in Book 2518, Page 451 of the Harnett County Register of Deeds that certain Declaration of Covenants, Conditions, Easements and Restrictions for the Gate at Lexington Plantation Subdivision dated April 8, 2008 (hereinafter the "Declaration") with respect to certain real property described in that certain plat entitled "Subdivision Plat for Lexington Plantation, The Gate @ Lexington Plantation", prepared by Enoch Engineers, P.A., and recorded in Plat Book 2008, Pages 2005-2008 in the Harnett County Public Registry (the "Property"); and

WHEREAS, Article XI, Section 3 of the Declaration provides that the Declaration may be amended by a written agreement executed by not less than seventy-five percent (75%) of the Lot Owners and recordation of such amendment in the Harnett County Public Registry; and

WHEREAS, as of the date hereof, Declarant, Homeco, Cumberland, Craftsman, New Century, Silverado, Prominent, Ealy, Jason Price, Watermark, H & H, JBC, B & G, W.M. Kent Price, Classic, DSF, Cates, Regency, Caviness, LDS and Fernandes own greater than seventy-five percent (75%) of the Lots subject to the Declaration; and

WHEREAS, Declarant, Homeco, Cumberland, Craftsman, New Century, Silverado, Prominent, Ealy, Jason Price, Watermark, H & H, JBC, B & G, W.M. Kent Price, Classic, DSF, Cates, Regency, Caviness, LDS and Fernandes desire to amend the Declaration by the execution of this Second Amendment for the purpose of revising various aspects of the Declaration.

NOW THEREFORE, in consideration of the foregoing, Declarant, Homeco, Cumberland, Craftsman, New Century, Silverado, Prominent, Ealy, Jason Price, Watermark, H & H, JBC, B & G, W.M. Kent Price, Classic, DSF, Cates, Regency, Caviness, LDS and Fernandes do hereby declare as follows:

1. A new Article IV, Section 12 is hereby added to the Declaration as follows:

Section 12. Telecommunication Assessment. A monthly assessment (the "Telecommunication Assessment") shall be paid by each Owner for the provision of Telecommunication Services to Owner's Lot through Bulk Service Agreements as set forth in Section 18 of Article XII of this Declaration, such assessment to mean the fee and any applicable taxes, franchise fees, surcharges or other amount that may be charged by the service provider for provision of Telecommunication Services. The *Telecommunication Assessment* may be billed separately from other assessments levied by the Association, shall be in addition to the other assessments set forth in this Declaration, and shall be subject to the terms and conditions applicable to Assessments contained in this Article VI as applicable, provided such terms and conditions are not inconsistent with this Section 18. No Owner may be exempted from liability for the Telecommunication Assessment by reason of waiver of the use or enjoyment of the Telecommunication Services.

2. A new Article VIII, Section 10 is hereby added to the Declaration as follows:

Section 8. Communications Easement. In order to make available to Owners state of the art Infrastructure and Telecommunication Services (as further defined in Article XII of this Declaration), an exclusive easement (the "Communication Easement") over the Property has been granted to an infrastructure facilities provider ("IFP") and will be made available as necessary to service providers designated by the IFP for the provision of Telecommunication Services.

3. A new Article VIII, Section 11 is hereby added to the Declaration as follows:

Section 9. Telecommunication Services. Declarant reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio, telephone and television cables as well as any other equipment and infrastructure for the provision of cable television, high speed internet/intranet, local and long distance telephone services, security monitoring services and/or other telecommunication services within the rights of way and easement areas depicted upon any plat of any portion of the Property or within any easement reserved by this Declaration.

4. A new Article XI, Section 7 is hereby added to the Declaration as follows:

"Section 7. Utility Company. The Declarant reserves the right to subject the Property to a contract with the Central Electric Membership Corporation, or any successor electric company, for the installation of underground electric cables and/ or the installation of street lighting (such easement is provided in Article VIII, Section 3 of the Declaration), either or both, of which may require a continuing monthly payment to the Central Electric Membership Corporation, or any successor electric company, by the Owner of a Lot."

5. A new Article XI, Section 8 is hereby added to the Declaration as follows:

Section 8. Telecommunication Service. Declarant has entered into an agreement with an infrastructure facilities provider ("IFP") for the installation within the Property of facilities and equipment (the "Infrastructure") to provide cable television, high speed internet/intranet, local and long distance telephone services, security monitoring services and/or other telecommunication services (the "Telecommunication Services") and the arrangement for the provision of Telecommunication Services to Owners and the Association pursuant to bulk service agreements ("Bulk Service Agreements") with one or more service providers designated by IFP. Declarant expressly reserves the right to enter into exclusive or non-exclusive agreements for Infrastructure and Telecommunication Services on such terms, and with affiliated or non-affiliated third parties, as may be determined by Declarant in its sole discretion.

Owner understands and acknowledges that any such Bulk Service Agreements may require mandatory participation by all Owners and may result in charges to the Association which are included in the assessments levied by the Association (the "Telecommunication Assessment"). By taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners to pay the Telecommunication Assessment.

The Association acknowledges the Communication Easement and its applicability to the Property and the Common Areas now existing and which may be established from time to time. The Association shall also be responsible for fulfilling its obligations under each Bulk Service Agreement and any agreement between the Association and IFP with respect to the provision of Infrastructure and the arrangement for the provision of Telecommunication Services to the Property. The Association and each Owner acknowledge that provision of Telecommunication Services pursuant to Bulk Service Agreements shall be subject to usage policies and minimum equipment requirements of the service providers with respect to the services provided.

The Declarant shall be entitled to enter into arrangements with the IFP that require the Association to include in its budgets and to levy and collect in accordance with this Declaration the charges incurred in connection with Telecommunications Services (as defined herein) for the services and facilities made available from time to time to the Owners within the Property. The Association shall be obligated pursuant to certain Bulk Services Agreements (as defined herein) to charge and collect from each Owner any and all expenses incurred in connection with the Bulk Services Agreements. Owner shall be obligated to pay to the Association the costs incurred by the Association in connection with the Bulk Services Agreement as a Telecommunication Assessment as provided in this Declaration. EACH OWNER (BY VIRTUE OF ACCEPTANCE OF TITLE TO A LOT) AGREES THAT THE TELECOMMUNICATIONS SERVICES MAY NOT BE AVAILABLE TO OWNER AT CLOSING OF TITLE TO THE LOT OR FOR SOME TIME THEREAFTER. NOTWITHSTANDING THIS FACT, EACH OWNER (BY VIRTUE OF ACCEPTANCE OF TITLE TO A LOT) AGREES THAT WHEN SUCH TELECOMMUNICATIONS SERVICES BECOME AVAILABLE, SUCH OWNER WILL BE RESPONSIBLE FOR THE PAYMENT OF COSTS IN CONNECTION WITH SUCH SERVICES AS DESCRIBED ABOVE. IN ADDITION, SHOULD ANY OWNER DECIDE TO ENTER INTO ANY OTHER AGREEMENT WITH SERVICES PROVIDERS ON A NON-BULK SERVICES ARRANGEMENT, SUCH OWNER (BY VIRTUE OF ACCEPTANCE OF TITLE TO A LOT) AGREES TO PAY FOR ALL COSTS IN CONNECTION WITH SUCH SERVICES, INCLUDING CANCELLATION FEES AND DISCONNECTION CHARGES. THIS PROVISION SHALL BE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE DECLARANT, THE ASSOCIATION AND THE IFP.

6. Except as amended and modified herein the Declaration remains in full force and effect.

7. Whenever defined terms and words of art are used herein, as indicated by the initial capitalization thereof, such defined words and terms of art, if not defined herein, shall have the same meaning ascribed thereto in the Declaration.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK – SIGNATURES AND NOTARIES FOLLOW]

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

DECLARANT/OWNER:

Lexington Plantation Investors, LLC,
a North Carolina limited liability company

By: *Jimmy Pierce*, Manager

STATE OF NORTH CAROLINA

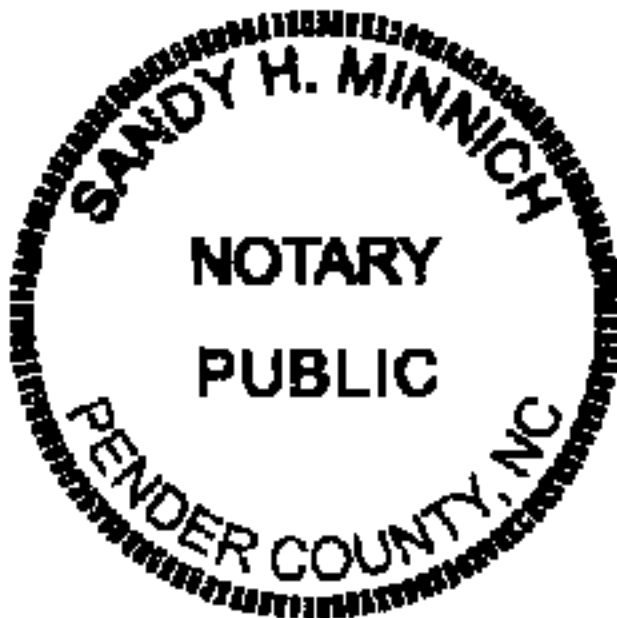
COUNTY OF *Pender*

I, the undersigned Notary Public of the County and State aforesaid, certify that *Jimmy Pierce* personally came before me this day and acknowledged that he/she is the *MANAGER* of Lexington Plantation Investors, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name ~~on its behalf~~ as its act and deed. Witness my hand and Notarial stamp or seal this *11th* day of *February*, ~~2008.~~ *2009*

My Commission Expires: *10-9-10*

Sandy H. Minnich
Notary Public

Printed Name: *SANDY H. MINNICH*



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

OWNER:

Homeco Builders, Inc.
a North Carolina corporation

By: *Jimmy Pierce*
Printed Name: Jimmy Pierce
Title: President

STATE OF NORTH CAROLINA

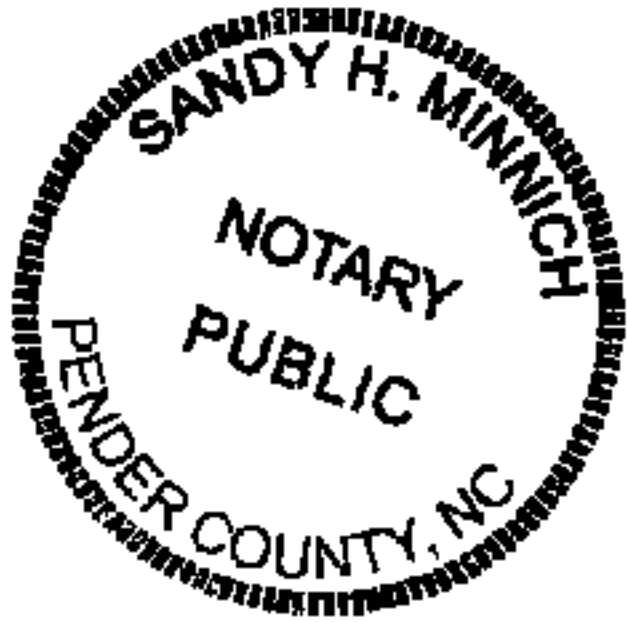
COUNTY OF Pender

I, the undersigned Notary Public of the County and State aforesaid, certify that Jimmy Pierce personally came before me this day and acknowledged that he/she is the President of Homeco Builders, Inc., a North Carolina corporation, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 11th day of February, ~~2008~~ 2009

My Commission Expires: 10-9-10

Sandy H. Minnich
Notary Public

Printed Name: SANDY H. MINNICH



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

OWNER:

Cumberland Homes, Inc.
a North Carolina corporation

By: [Signature]
Printed Name: Danny E. Norris
Title: President

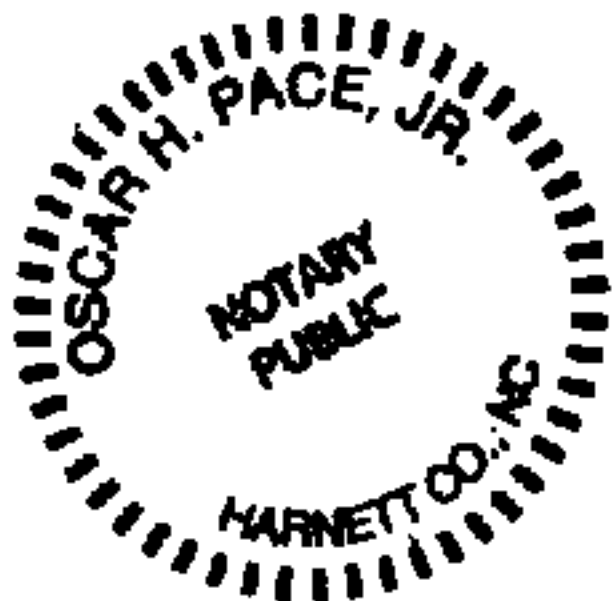
STATE OF NORTH CAROLINA

COUNTY OF Harnett

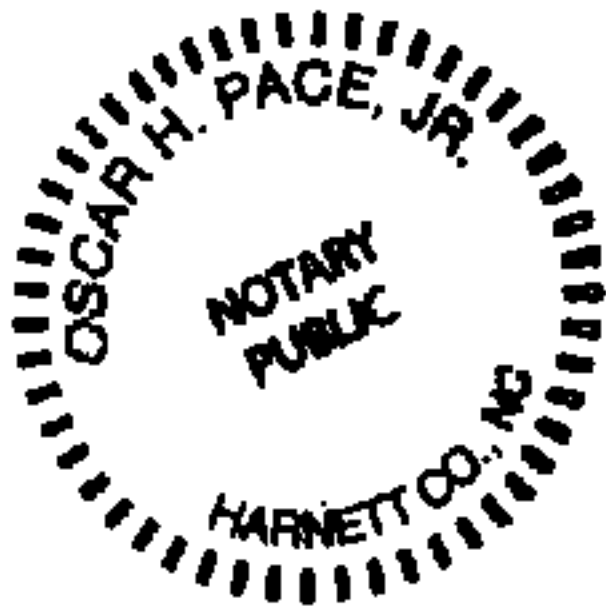
I, the undersigned Notary Public of the County and State aforesaid, certify that Danny E. Norris personally came before me this day and acknowledged that he/she is the President of Cumberland Homes, Inc., a North Carolina corporation, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 10 day of February, 2008.

My Commission Expires: 6/3/09

[Signature]
Notary Public
Printed Name: Oscar H. Pace, Jr



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



OWNER:
[Signature] (SEAL)
Danny E. Norris
d/b/a Craftsman Construction
[Signature] (SEAL)
Joan L. Norris

STATE OF NORTH CAROLINA

COUNTY OF Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that Danny E. Norris d/b/a Craftsman Construction personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose therein expressed. Witness my hand and Notarial stamp or seal this 10 day of February, 2008, 9

My Commission Expires: 6/3/09
[Signature]
Notary Public
Printed Name: Oscar H. Pace, Jr

STATE OF NORTH CAROLINA

COUNTY OF Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that Joan L. Norris personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose therein expressed. Witness my hand and Notarial stamp or seal this 10 day of February, 2008, 9

My Commission Expires: 6/3/09
[Signature]
Notary Public
Printed Name: Oscar H. Pace, Jr



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

OWNER:

New Century Homes, LLC,
a North Carolina limited liability company

By: Joan A. Norris, Manager

STATE OF NORTH CAROLINA

COUNTY OF Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that Joan A. Norris personally came before me this day and acknowledged that he/she is the Manager of New Century Homes, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 10 day of February, 2008.9

My Commission Expires: 6/3/2009

Oscar H. Pace, Jr.
Notary Public
Printed Name: Oscar H. Pace, Jr



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

OWNER:

Silverado Homes, LLC,
a North Carolina limited liability company

By: [Signature], Manager

STATE OF NORTH CAROLINA

COUNTY OF Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that Danny E. Norris personally came before me this day and acknowledged that he/she is the Manager of Silverado Homes, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 10 day of February, 2008.⁹

My Commission Expires: 6/3/09

[Signature]
Notary Public
Printed Name: Oscar H. Pace, Jr.



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



OWNER:

[Signature] (SEAL)
Matthew H. Norris
d/b/a Prominent Builders

Matthew Norris (SEAL)
Printed Name: _____

STATE OF NORTH CAROLINA

COUNTY OF Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that Matthew H. Norris d/b/a Prominent Builders personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose therein expressed. Witness my hand and Notarial stamp or seal this 10 day of February, 2008.

My Commission Expires: 6/3/2009

[Signature]
Notary Public
Printed Name: Oscar H. Pace, Jr

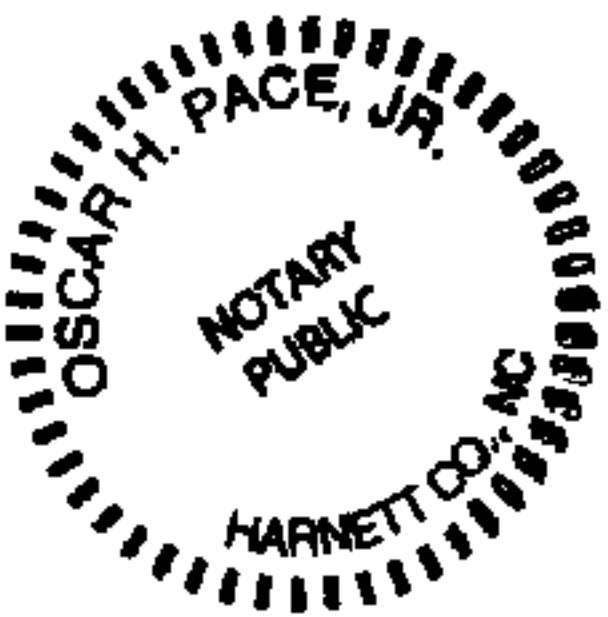
STATE OF NORTH CAROLINA

COUNTY OF Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that Matthew Norris personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose therein expressed. Witness my hand and Notarial stamp or seal this 10 day of February, 2008.

My Commission Expires: 6/3/2009

[Signature]
Notary Public
Printed Name: Oscar H. Pace, Jr



IN WITNESS WHEREOF, M & P has caused this Amendment to be executed as of the day and year first above written.

OWNER:

M & P Partners, LLC,
a North Carolina limited liability company

By: [Signature], Manager

STATE OF NORTH CAROLINA

COUNTY OF Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that Jason Price personally came before me this day and acknowledged that he/she is the Manager of M & P Partners, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 10 day of February, 2008,⁹

My Commission Expires: 6/3/09

[Signature]
Notary Public
Printed Name: Oscar H. Pace, Jr



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

OWNER:

Ealy Developments, LLC,
a North Carolina limited liability company

By: [Signature], Manager

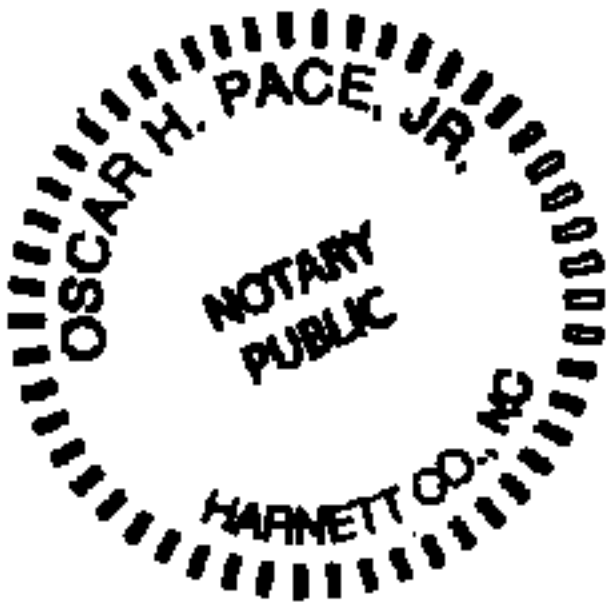
STATE OF NORTH CAROLINA

COUNTY OF Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that Jason Price personally came before me this day and acknowledged that he/she is the manager of Ealy Developments, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 10 day of February, 2009.

My Commission Expires: 6/3/09

[Signature]
Notary Public
Printed Name: Oscar H. Pace, Jr.



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

OWNER:

Jason Price Construction, Inc.,
a North Carolina corporation

By: [Signature]
Printed Name: Jason Price
Title: President

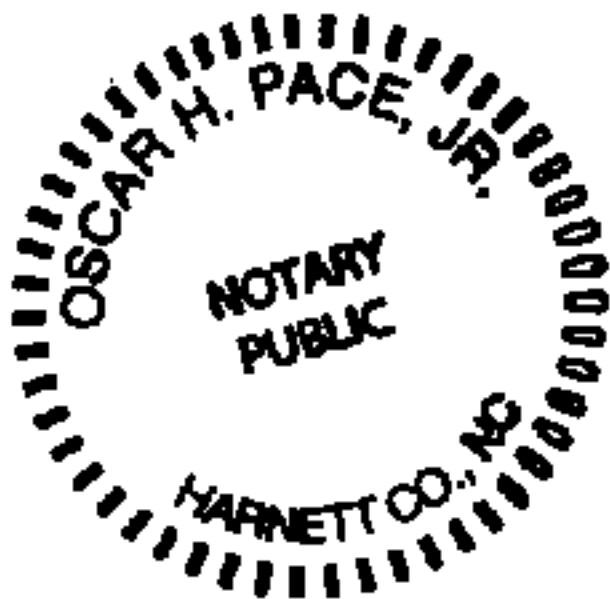
STATE OF NORTH CAROLINA

COUNTY OF Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that Jason Price personally came before me this day and acknowledged that he/she is the President of Jason Price Construction, Inc., a North Carolina corporation, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 10 day of February, 2009

My Commission Expires: 6/3/2009

[Signature]
Notary Public
Printed Name: Oscar H. Pace, Jr



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

OWNER:

Watermark Homes, Inc.
a North Carolina corporation

By: [Signature]
Printed Name: BRADY L. RUFENACHT
Title: PRESIDENT.

STATE OF NORTH CAROLINA

COUNTY OF Cumberland County

I, the undersigned Notary Public of the County and State aforesaid, certify that Brady L. Rufenacht personally came before me this day and acknowledged that he/she is the President of Watermark Homes, Inc., a North Carolina corporation, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 10th day of February, 2009 KKW

My Commission Expires: 06/08/13

[Signature]
Notary Public
Printed Name: 06/08/13 Kelly K Williams
KKW



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

OWNER:

H & H Constructors, Inc.,
a North Carolina corporation

By: [Signature]
Printed Name: D Ralph Huff
Title: President

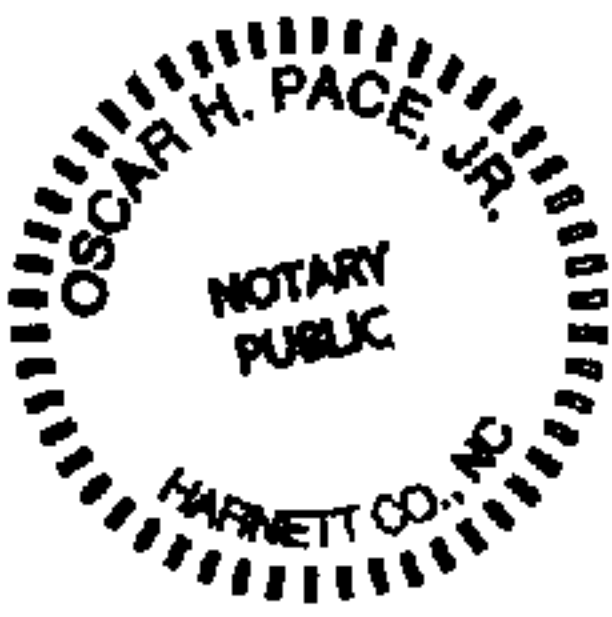
STATE OF NORTH CAROLINA

COUNTY OF Harnett

I the undersigned Notary Public of the County and State aforesaid, certify that D. Ralph Huff personally came before me this day and acknowledged that he/she is the President of H & H Constructors, Inc., a North Carolina corporation, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 10 day of February, 2008.

My Commission Expires: 6/3/09

[Signature]
Notary Public
Printed Name: Oscar H. Pace, Jr



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

OWNER:

JBC Developers, Inc.,
a North Carolina corporation

By: [Signature]
Printed Name: Jason Price
Title: President

STATE OF NORTH CAROLINA

COUNTY OF Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that Jason Price personally came before me this day and acknowledged that he/she is the President of JBC Developers, Inc., a North Carolina corporation, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 10 day of February, 2008.

My Commission Expires: 6/3/2009

[Signature]
Notary Public
Printed Name: Oscar H. Pace, Jr.



IN WITNESS WHEREOF, B & G has caused this Amendment to be executed as of the day and year first above written.

OWNER:

B & G Developments, LLC,
a North Carolina limited liability company

By: [Signature], Manager

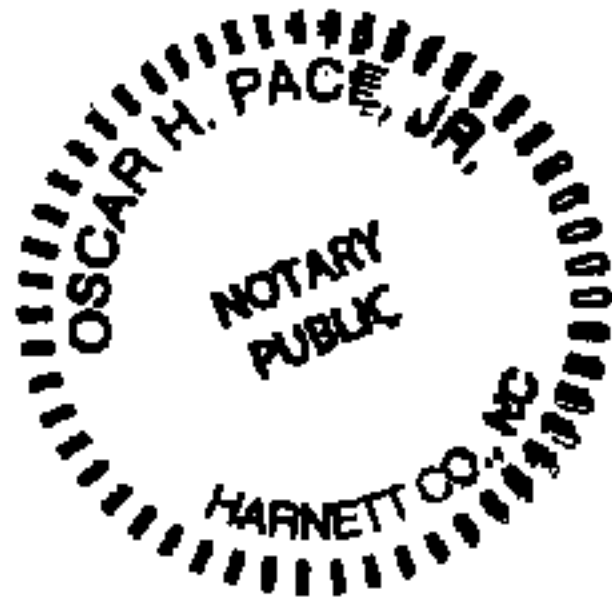
STATE OF NORTH CAROLINA

COUNTY OF Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that Jason Price personally came before me this day and acknowledged that he/she is the Manager of B & G Developments, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 10 day of February, 2009

My Commission Expires: 6/3/09

[Signature]
Notary Public
Printed Name: Oscar H. Pace, Jr



IN WITNESS WHEREOF, W.M. Kent Pierce has caused this Amendment to be executed as of the day and year first above written.

OWNER:

W.M. Kent Pierce, Inc.,
a North Carolina corporation

By: [Signature]
Printed Name: W.M. KENT PIERCE
Title: President

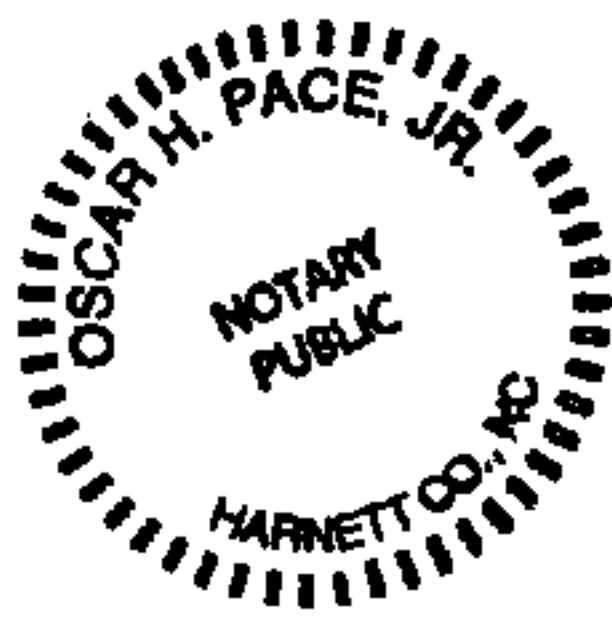
STATE OF NORTH CAROLINA

COUNTY OF Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that W.M. Kent Pierce personally came before me this day and acknowledged that he/she is the President of W.M. Kent Pierce, Inc., a North Carolina corporation, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 10 day of February, 2008.

My Commission Expires: 6/3/09

[Signature]
Notary Public
Printed Name: Oscar H.



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

OWNER:

Classic Home Creations, LLC,
a North Carolina limited liability company

By: [Signature], Manager

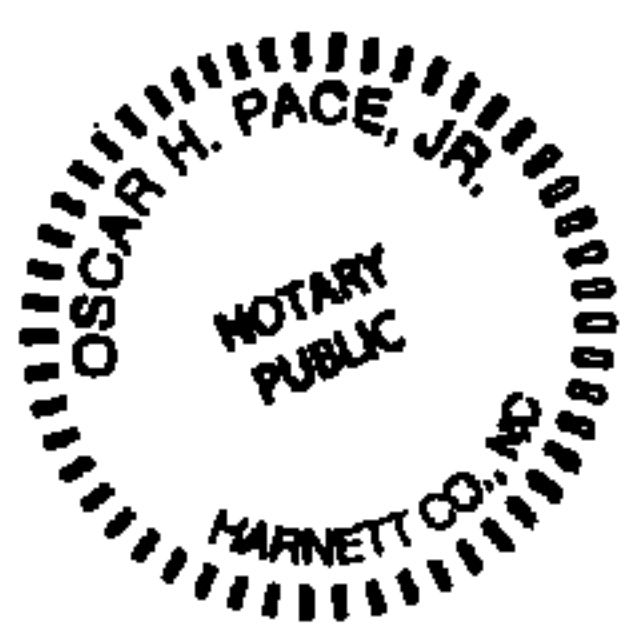
STATE OF NORTH CAROLINA

COUNTY OF Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that Matthew Norris personally came before me this day and acknowledged that he/she is the Manager of Classic Home Creations, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 10 day of February, 2008, 9

My Commission Expires: 6/3/09

[Signature]
Notary Public
Printed Name: Oscar H. Pace, Jr



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

OWNER:

DSF, LLC,
a North Carolina limited liability company

By: [Signature], Manager

STATE OF NORTH CAROLINA

COUNTY OF Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that Dennis Norris personally came before me this day and acknowledged that he/she is the Manager of DSF, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 10 day of February, 2008.

My Commission Expires: 6/3/09

[Signature]
Notary Public
Printed Name: Oscar H. Pace, Jr



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

OWNER:

Cates Building, Inc.,
a North Carolina corporation

By: *[Signature]*
Printed Name: Chris Cates
Title: President

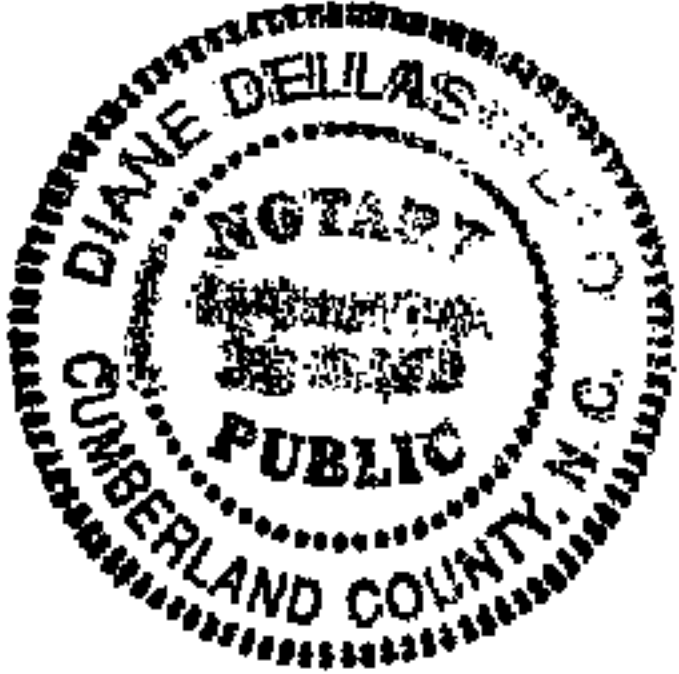
STATE OF NORTH CAROLINA

COUNTY OF Cumberland

I, the undersigned Notary Public of the County and State aforesaid, certify that Chris Cates personally came before me this day and acknowledged that he/she is the President of Cates Building, Inc., a North Carolina corporation, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 10th day of February, 2009

My Commission Expires: 7/19/2013

[Signature]
Notary Public
Printed Name: DIANE DELLASANDRO



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

OWNER:

Regency Homes, Inc.,
a North Carolina corporation

By: _____
Printed Name: JIM PUCZYLOWSKI
Title: PRESIDENT

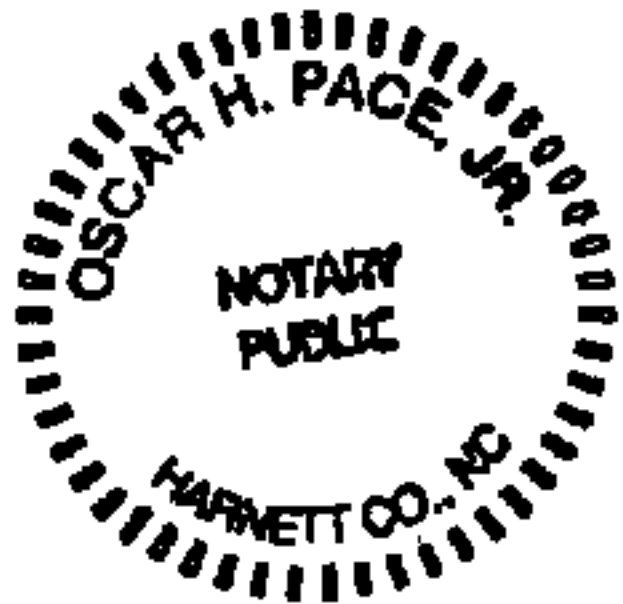
STATE OF NORTH CAROLINA

COUNTY OF Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that Jim Puczylowski personally came before me this day and acknowledged that he/she is the President of Regency Homes, Inc., a North Carolina corporation, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 10 day of February, 2008

My Commission Expires: 6/3/09

[Signature]
Notary Public
Printed Name: Oscar H. Pace, Jr.



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

OWNER:

Caviness Land Development Co.
a/k/a Caviness Land Development, Inc.,
a North Carolina corporation

By: [Signature]
Printed Name: WATSON CAVINESS
Title: PRESIDENT

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, the undersigned Notary Public of the County and State aforesaid, certify that WATSON CAVINESS personally came before me this day and acknowledged that he/she is the PRESIDENT of Caviness Land Development Co. a/k/a Caviness Land Development, Inc., a North Carolina corporation, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 10th day of February, 2009

My Commission Expires: 7/19/2013



[Signature]
Notary Public
Printed Name: DIANE DELLASANDRO

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

OWNER:

LDS Homes, LLC,
a North Carolina limited liability company

By: [Signature]
Member, Manager

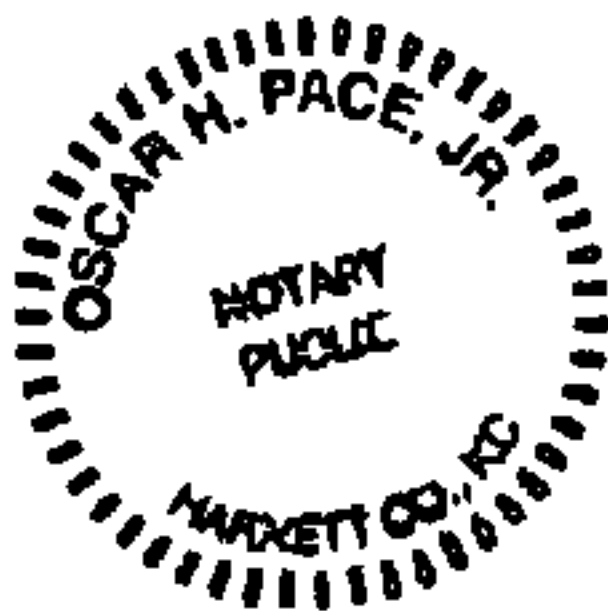
STATE OF NORTH CAROLINA

COUNTY OF Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that Larry W. Strother personally came before me this day and acknowledged that he/she is the Member, Manager of LDS Homes, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 10 day of February, 2008.

My Commission Expires: 6/3/09

[Signature]
Notary Public
Printed Name: Oscar H. Pace, Jr.



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

OWNER:



(SEAL)

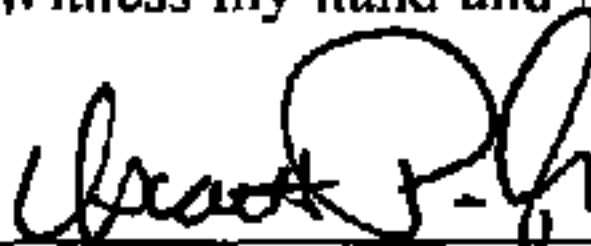
Antione C. Fernandes

STATE OF NORTH CAROLINA

COUNTY OF Harnett

I, the undersigned Notary Public of the County and State aforesaid, certify that Antione C. Fernandes personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose therein expressed. Witness my hand and Notarial stamp or seal this 11 day of February, 2008.

My Commission Expires: 6/3/09



Notary Public

Printed Name: Oscar H. Page, Jr.





KIMBERLY S. HARGROVE
REGISTER OF DEEDS, HARNETT
305 W CORNELIUS HARNETT BLVD
SUITE 200
LILLINGTON, NC 27546

Filed For Registration: 04/22/2009 11:43:20 AM
Book: RE 2616 Page: 761-788
Document No.: 2009005885
AMDT 28 PGS \$92.00
Recorder: TRUDI S WESTER

State of North Carolina, County of Harnett

KIMBERLY S. HARGROVE , REGISTER OF DEEDS

DO NOT DISCARD

2009005885

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