

(N.P. SEAL)

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

Prepared By and Return To:
K. Douglas Barfield
Barfield and Radford, P.A.
2929 Breezewood Avenue, Suite 200
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**AMENDMENT TO RESTRICTIVE COVENANTS
TO ANNEX ADDITIONAL PROPERTY INTO
STEEPLECHASE SUBDIVISION**

This Amendment to Restrictive Covenants to Annex Additional Property into Steeplechase Subdivision (the "Amendment") is made and entered into this 19TH day of March, 2007, by **NPS ASSOCIATES, A NC GENERAL PARTNERSHIP** (the "Developer").

WITNESSETH:

WHEREAS, the Developer caused to be recorded a certain subdivision plat for Steeplechase Subdivision, Section One, which said plat is recorded in Plat Book 114, Page 132 of the Cumberland County, North Carolina Deed Registry; and

WHEREAS, the Developer, pursuant to a plan of development, caused certain restrictive covenants for Steeplechase Subdivision, Section One to be filed on July 5, 2005, in Book 6930, Page 192, Cumberland County Registry, which covenants were amended in Book 7044, Page 760 and Book 7139, Page 641 of the Cumberland County, NC Registry (as amended, the "Covenants"); and

WHEREAS, the Covenants as amended make provision for the annexation of additional properties which said provisions are set out in the Third Amendment to Covenants as recorded in Book 7501, Page 452 of the Cumberland County, NC Registry (hereinafter the "Annexation Provisions"); and

WHEREAS, Section Two of the Annexation Provisions provides that if the Developer shall develop all or any portion of any land contiguous to the property in accordance with the general scheme of development of Steeplechase Subdivision, Section One and further provided the newly developed land was all or a portion of the land described in the Exhibit "A" of the Annexation Provisions (Book 7501, Page 454, Cumberland County, NC Registry), then said additional land may become a part of the Subdivision and subject to the Covenants; and

WHEREAS the Developer has developed Steeplechase Subdivision, Section Two, Part 1 which plat is recorded in Plat Book 119, Page 86 of the Cumberland County, NC Registry and which is contiguous to Steeplechase, Section One, in accordance with the general scheme of development and which Section Two is a portion of the property described in the Exhibit appearing in Book 7501 at page 454 (the land which was reserved as property for future annexation into Steeplechase Subdivision); and

WHEREAS Steeplechase Subdivision, Section Two, Part 1

otherwise meets the criteria set out for annexation into the Steeplechase Subdivision as set forth in the Covenants; and

WHEREAS, the Developer desires that Steeplechase Subdivision, Section Two, Part 1 being more particularly described in the Plat of same being recorded in Plat Book 119, Page 86 Cumberland County, NC Registry "Property"), be annexed into the Steeplechase Subdivision, such that the annexed Property shall be subject to, and hereinafter benefit from, the restrictions, easements and other terms as set forth in the Covenants; and

WHEREAS, the Developer executes this Amendment in order to formally annex the Property into the Steeplechase Subdivision, all as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Restrictive Covenants and other good and valuable consideration, the Developer hereby declares as follows:

1. The Property known as Steeplechase Subdivision, Section two, Part 1, a plat of which is recorded in Plat Book 119, Page 86 of the Cumberland County, NC Registry is hereby annexed into the Steeplechase Subdivision and is hereby subjected to all restrictions and terms of the Covenants as amended. The purchaser of any Lot or other portion of the annexed Property shall automatically become a member of the Association and become subject to payment of assessments to the Association, the non-payment of which may result in a lien upon said Lot, all as more particularly set forth in the Covenants. In addition, the Property shall benefit from any and all appurtenant easements of ingress and egress across the streets or common areas located within the Steeplechase Subdivision and all other rights as described in the Covenants.

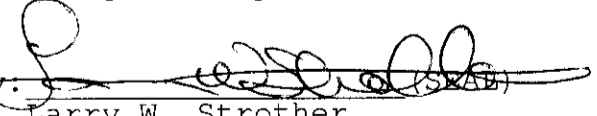
2. The Developer reserves the right to subject the Property to more stringent restrictions than those set forth in the Covenants, said additional restrictions, if any, to be set forth an additional set of recorded restrictive covenants or in the deeds conveying the Lots or other portions of the Property.

3. Except as specifically amended herein, the Covenants remain unchanged and in full force and effect. Any capitalized terms that are not defined herein shall have the same meanings as attributed to said capitalized terms in the Covenants.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized partners, the day and year first above written.

THE DEVELOPER:

NPS ASSOCIATES
a N.C. general partnership

By:  (SEAL)
Larry W. Strother
Partner

By:  (SEAL)
Danny E. Norris
Partner

Harnett
NORTH CAROLINA - ~~CUMBERLAND~~ COUNTY

I, Carla W Pace, a Notary Public of said County and State do hereby certify that on the 19th day of March, 2007, before me personally appeared Larry W. Strother and Danny E. Norris, General Partners of NPS Associates, a N.C. General Partnership, with whom I am personally acquainted, who, being by me duly sworn, says that they executed said instrument as the act and deed of said partnership.

WITNESS My hand and notarial seal this the 19th day of March, 2007.

Carla W Pace
Notary Public

(SEAL)

My Commission Expires: June 3, 2009