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BK 08672 PGO 193

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

FILED Jun 30, 2011
 AT 10:40:00 am
 BOOK 08672
 START PAGE 0193
 END PAGE 0197
 INSTRUMENT # 21085
 RECORDING \$26.00
 EXCISE TAX (None)

RT

Prepared by/Return to: F. Stuart Clarke, Thorp, Clarke & Neville
 P.O. Box 670, Fayetteville, NC 28302

NORTH CAROLINA) **AMENDED AND RESTATED**
) **SUPPLEMENTAL DECLARATION AND**
) **ANNEXATION OF JAMES CREEK NORTH**
) **AT TREYBURN SECTION 3 TO**
) **RESTRICTIVE COVENANTS OF JAMES**
CUMBERLAND COUNTY) **CREEK AT TREYBURN**
) **(NORTH AND SOUTH)**

THIS DECLARATION, made this the 24th day of June, 2011, by **HOKE LOOP PARTNERS, LLC**, a North Carolina limited liability company with its principal office and place of business in Cumberland County, NC, herein referred to as "Declarant", **FLOYD PROPERTIES AND DEVELOPMENT, INC.**, a North Carolina corporation with its principal office and place of business in Cumberland County, NC, hereinafter referred to as "Owner" and **JAMES CREEK AT TREYBURN HOMEOWNERS ASSOCIATION, INC.**;

WITNESSETH:

WHEREAS, Owner previously caused a document entitled "Supplemental Declaration and Annexation of James Creek North at Treyburn Section 3 to Restrictive Covenants of James Creek at Treyburn (North and South)" (hereinafter referred to as "Supplemental Declaration") to be recorded and said document is recorded in the Cumberland County, NC Registry at Book 8661, Page 89; and

WHEREAS, said Supplemental Declaration contained an error in Paragraph 3 of the Supplement Declaration and erroneously referenced the subdivision as "The Bluffs at Treyburn"; and

WHEREAS, Owner desires to correct the record and accurately restate the Supplemental Declaration as follows:

WHEREAS, Owner owns certain property in Cumberland County, North Carolina, more particularly described on plat entitled "Section 3, James Creek North at Treyburn" as shown on a plat of same duly recorded in Book of Plats 128, Page 160, Cumberland County, NC Registry.

WHEREAS, pursuant to Part I, Article I, Section 2 of the Restrictive Covenants recorded in Book 6987, Page 5, Declarant, Owner and James Creek at Treyburn Homeowners Association, Inc. desire to have James Creek North at Treyburn, Section 3 as shown on the above referenced plat annexed to said Restatement of Restrictive Covenants of James Creek at Treyburn (North and South).

NOW, THEREFORE, Declarant and Owner hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successor and assigns, and shall inure to the benefit of each owner thereof, said easements, restrictions, covenants and conditions are as follows:

That certain Declaration of Restatement of Restrictive Covenants of James Creek at Treyburn (North and South) recorded in Book 6987, Page 5, Cumberland County Registry, which said Restrictive Covenants are incorporated herein and made a part of this instrument as though fully set out herein; and to the extent the provisions of the Declaration conflict with any applicable provisions of the Cumberland County Code or North Carolina General Statute, the conflicting provisions of the County Code and/or North Carolina General Statute shall control.

Further, Owner herein desires to amend said Restrictive Covenants as they apply to James Creek North at Treyburn Section 3 as shown on plat duly recorded in Book of Plats 128, Page 160, Cumberland County Registry, as follows:

1. Owner desires to add the following real estate to the "Common Area" owned by James Creek at Treyburn Homeowners Association, Inc.: 10' Landscape Strip as shown on plat entitled "Section 3, James Creek North at Treyburn" being duly recorded in Book of Plats 128, Page 160, Cumberland County, NC Registry. Each Lot Owner of any property subject to the Restrictive Covenants recorded in Book 6987, Page 005, including any properties annexed to said covenants, and each Lot Owner in James Creek North at Treyburn, Section 3, shall have a right and easement of enjoyment in and to the Common Areas as defined in the Restrictive Covenants recorded in Book 6987, Page 005, Article III, any Common Area conveyed to James Creek at Treyburn Homeowners Association, Inc., and the Common Area designated herein, which shall be appurtenant to and shall pass with the title to his Lot. Each Tenant shall have a non-transferable right to use and enjoy the Common Areas, if any, which right shall terminate when such person ceases to have the status of

a Tenant. James Creek at Treyburn Homeowners Association, Inc. joins in the execution of the within document for the sole purpose of consenting to the reciprocal and mutual right and easement of enjoyment for all Common Area granted to each Lot owner designated under the Covenants originally recorded in Book 6987, Page 005, all Properties annexed thereto and any Common Area conveyed to James Creek at Treyburn Homeowners Association, Inc.

2. Article II, Section 6, by deleting the Section in its entirety and substituting the following therefor: "No fence shall be constructed or erected closer to the street on which the house fronts than the rear corners of the house. Provided further than on a corner Lot no fence of any description may be erected closer to any street line than the corner of the house closest to the street line. If a house has a screened porch on either rear corner, the fence may come off either the back or the front corner of the screened porch. All fences shall be no more than 72" in height, white vinyl privacy, white vinyl picket, ornamental iron/aluminum, wood picket, wood privacy, or split rail with welded wire. Any variation or deviation may be allowed only by written consent of Floyd Properties and Development, Inc., its successors and/or assigns."

3. Article II, Section 12, is hereby amended by adding the following sentence: "Each builder will supply a "Barcelona" mailbox from Blashfield Sign Company for each lot. No other mailbox of any type or nature shall be permitted on the premises without the approval of Declarant. In the event the mailbox is destroyed, damaged or falls into disrepair, the Owner shall replace the mailbox with one of identical make, type and color."

IN WITNESS WHEREOF, Hoke Loop Partners, LLC, Floyd Properties and Development, Inc. and James Creek at Treyburn Homeowners Association, Inc. have caused these presents to be executed in their name on the date and year first above written.

This the 24 day of JUNE, 2011.

HOKE LOOP PARTNERS, LLC

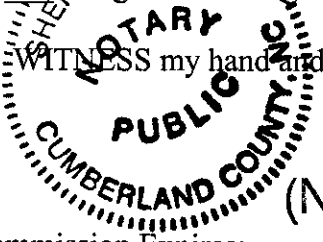
By: [Signature]
Name: D. Ralph Huff, III, Manager

JAMES CREEK HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Name: D. Ralph Huff, III, President

NORTH CAROLINA
CUMBERLAND COUNTY

I, SHERRI S BLIGHT, a Notary Public in and for said County and State, do hereby certify that D RALPH HUFF III personally came before me this day and acknowledged that he is the MANAGER of HOKE LOOP PARTNERS, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the entity, he signed the foregoing instrument in its name on its behalf as its act and deed.



WITNESS my hand and Notarial Seal, this the 24 day of JUNE, 2011.

(N.P. SEAL)

Sherri S Blight
Notary Public

My Commission Expires:
FEB 7 2016

NORTH CAROLINA
CUMBERLAND COUNTY

I, SHERRI S BLIGHT, a Notary Public in and for said County and State, do hereby certify that D. Ralph Huff, III personally came before me this day and acknowledged that he is the President of JAMES CREEK HOMEOWNERS ASSOCIATION, INC., a North Carolina corporation, and that by authority duly given and as the act of the entity, he signed the foregoing instrument in its name on its behalf as its act and deed.



WITNESS my hand and Notarial Seal, this the 24 day of JUNE, 2011.

Sherri S Blight
Notary Public

My Commission Expires:
FEB 7 2016

(N.P. SEAL)

FLOYD PROPERTIES AND DEVELOPMENT, INC.

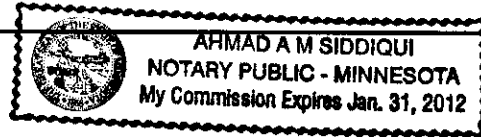
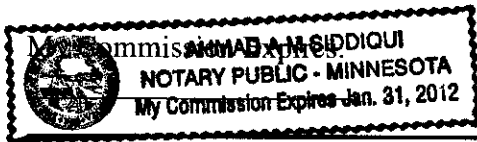
By: Gregory W. Floyd
Name: Gregory W. Floyd
Title: Vice-President
NC DL# 322-1922

~~NORTH CAROLINA~~ Minnesota
~~CUMBERLAND COUNTY~~ Olmsted

I, Ahmad Siddiqui, a Notary Public in and for said County and State, do hereby certify that Gregory W. Floyd personally came before me this day and acknowledged that he is the V.P. of **FLOYD PROPERTIES AND DEVELOPMENT, INC.**, a North Carolina corporation, and that by authority duly given and as the act of the entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and Notarial Seal, this the 28th day of June, 2011.

Ahmad Siddiqui
Notary Public



(N.P. SEAL)