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HOKE COUNTY, NC
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ELB

Prepared By and Return To:
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File # RE 1262194 and 1262182

**THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE MIDLANDS AT BEDFORD AND
THE HIGHLANDS AT BEDFORD**

(Part of the Bedford Community)

**THIS THIRD AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MIDLANDS AT
BEDFORD AND THE HIGHLANDS AT BEDFORD** (this "Amendment") is made
and entered into, as of the date set forth in the below notary acknowledgment, by **H&M
Bedford LLC**, a Delaware limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Transferor is the named "Declarant" (by transfer of Declarant rights) in that certain Declaration of Covenants, Conditions and Restrictions for The Midlands at Bedford and The Highlands at Bedford recorded in Book 1116, Page 570, as amended by Assignment and Transfer of Declarant Rights recorded in Book 1179, Page 426, as amended by First Amendment in Book 1182, Page 977, as amended by Second Amendment in Book 1215, Page 909, Hoke County, NC Registry (together, the "Declaration");

WHEREAS, pursuant to Article III, Section 2 of the Declaration, the Declarant reserved the unilateral right to annex additional land into Bedford residential covenant scheme (said scheme having been created by the Declaration), and to subject such additional land to the terms of the Declaration; and

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WHEREAS, the Declarant hereby desires to exercise such annexation right, as set forth herein.

NOW, THEREFORE, pursuant to its rights as set forth in Article III, Section 2 of the Declaration (as well as pursuant to rights as may be found elsewhere in the Declaration), the Declarant hereby declares and amends the Declaration, as follows:

1. The above recitals are incorporated herein by reference;
2. The land described in Exhibit A attached hereto and incorporated herein by reference is hereby annexed into the Bedford residential covenant scheme, and is hereby made subject to the terms of the Declaration (the "Annexed Land". (A map of the Annexed Land is attached hereto as Exhibit B).
3. Except as modified hereinabove, the Declaration shall remain in full force and effect; and the terms and conditions of the Declaration are hereby ratified and reaffirmed in their entirety. All capitalized terms used herein, which are not expressly defined herein, shall have the meanings attributed to the in the Declaration.

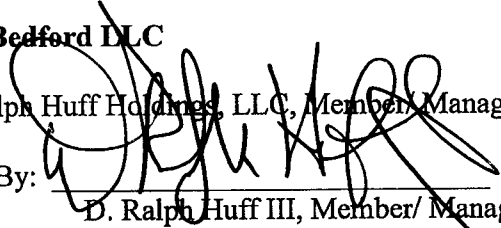
**[The Remainder of This Page Intentionally Left Blank;
Signature Page Attached Hereto]**

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment as of the date set forth in the below notary acknowledgment

DECLARANT:

H&M Bedford LLC

By: Ralph Huff Holdings, LLC, Member/ Manager

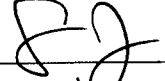
By: 
D. Ralph Huff III, Member/ Manager

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person personally appeared before me this day, each acknowledging to me that he signed the foregoing document for the purpose stated therein and in the capacity indicated: D. Ralph Huff III, as Member/ Manager of Ralph Huff Holdings, LLC, a North Carolina limited liability company, said company acting in its capacity as Member/ Manager of H&M Bedford LLC, a Delaware limited liability company.

Date: January 18, 2019

Official Signature of Notary: 

Notary's Printed Name: Amy Jarman

My commission expires: 7/4/23

[Affix Notary Seal or Stamp]

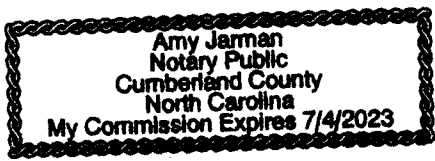


EXHIBIT A

Legal Description

6.55 Acres

Portion of Future Highlands Phase 3 - Pelican Property Holdings, LLC, et al to H&M Bedford, LLC

BEGINNING at the northeast corner of a 7.10 acre tract previously conveyed to H & M Bedford, LLC as recorded in Deed Book 1215, Page 0897 of the Hoke County, North Carolina Registry, and running with the northern line of said 7.10 acre tract the following courses and distances;

- South 79 degrees 34 minutes 57 seconds West, 79.72 feet to a point;
- South 74 degrees 48 minutes 44 seconds West, 90.07 feet to a point;
- South 68 degrees 24 minutes 00 seconds West, 173.54 feet to a point;
- South 76 degrees 06 minutes 44 seconds West, 58.57 feet to a point;
- South 84 degrees 40 minutes 52 seconds West, 155.04 feet to a point;
- North 19 degrees 08 minutes 34 seconds West, 46.83 feet to a point;
- North 73 degrees 36 minutes 09 seconds West, 88.75 feet to a point;
- North 65 degrees 10 minutes 02 seconds West, 53.64 feet to a point;
- North 88 degrees 51 minutes 00 seconds West, 151.45 feet to the northwest

corner of said 7.10 acre tract;

thence leaving said northern line of the 7.10 acre tract and running generally with the edge of the wetlands the following courses and distances;

- North 20 degrees 30 minutes 07 seconds East, 25.84 feet to a point;
- North 05 degrees 35 minutes 52 seconds East, 49.84 feet to a point;
- North 22 degrees 18 minutes 37 seconds West, 114.25 feet to a point;
- North 21 degrees 49 minutes 28 seconds East, 172.67 feet to a point;
- North 68 degrees 16 minutes 17 seconds East, 197.80 feet to a point;

thence leaving the wetlands and running on a new line the following courses and distances;

- South 37 degrees 41 minutes 17 seconds East, 140.55 feet to a point;
- South 59 degrees 43 minutes 13 seconds East, 53.85 feet to a point;
- South 38 degrees 14 minutes 25 seconds East, 63.34 feet to a point;
- South 76 degrees 28 minutes 54 seconds East, 43.89 feet to a point;
- North 68 degrees 56 minutes 46 seconds East, 78.04 feet to a point;
- North 62 degrees 43 minutes 50 seconds East, 122.18 feet to a point;
- North 84 degrees 04 minutes 56 seconds East, 202.65 feet to a point;
- South 67 degrees 37 minutes 05 seconds East, 26.90 feet to a point in the eastern

line of the tract of which this is a part;

thence with said eastern line South 00 degrees 27 minutes 07 seconds West, 273.85 feet to the PLACE AND POINT OF BEGINNING.

Containing 6.55 acres, more or less.

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

