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

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END PAGE 0796
INSTRUMENT # 21201
RECORDING \$32.00
EXCISE TAX (None)

DJ

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

NORTH CAROLINA)
) **SUPPLEMENTAL DECLARATION AND**
) **ANNEXATION OF THE BLUFFS AT**
) **TREYBURN TO**
) **RESTRICTIVE COVENANTS OF JAMES**
CUMBERLAND COUNTY) **CREEK AT TREYBURN**
) **(NORTH AND SOUTH)**

THIS DECLARATION, made this the 30 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", **BREEZEWOOD OF FAYETTEVILLE, LLC**, a North Carolina limited liability company 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 owns certain property in Cumberland County, North Carolina, more particularly described on plat entitled "The Bluffs at Treyburn" as shown on a plat of same duly recorded in Book of Plats 128, Page 183, 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 The Bluffs at Treyburn 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 The Bluffs at Treyburn as shown on plat recorded in Book of Plats 128, Page 183, Cumberland County, NC Registry 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 City of Fayetteville Uniform Development Ordinance, the City of Fayetteville Code of Ordinances or North Carolina General Statute, the conflicting provisions of the City of Fayetteville Uniform Development Ordinance, the City of Fayetteville Code of Ordinances and/or North Carolina General Statute shall control.

Further, Owner herein desires to amend said Restrictive Covenants as they apply to The Bluffs at Treyburn as shown on plat duly recorded in Book of Plats 128, Page 183, 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.: Lot A as shown on plat entitled "The Bluffs at Treyburn" being duly recorded in Book of Plats 128, Page 183, 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 The Bluffs at Treyburn 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 3, Set Back Requirements is amended by deleting Section 3 in its entirety and substituting therefor the following:

“Section 3. Set Back Requirements. All uses and setbacks should comply with the City of Fayetteville Code and/or the City of Fayetteville Unified Development Ordinance. There shall be no structure on any of the designated single-family lots within the setback areas provided in the provisions of the City of Fayetteville Code and/or the City of Fayetteville Unified Development Ordinance for the City of Fayetteville, North Carolina. For the purposes of this covenant, eaves, steps and overhangs shall not be considered as a part of the structure, provided however, that this shall not be construed to permit any portion of an improvement on a lot to encroach upon another lot. Outbuildings, as permitted in Section 2 above, may be erected or placed no closer than five (5') feet to the rear lot line of lot. When consistent with the City of Fayetteville

Uniformed Development Ordinance and/or the City of Fayetteville Code of Ordinances, the building line set-back as provided for in this Paragraph may be varied by as much as ten (10) per cent with the express written consent of Declarant, which said consent document need not be of record in the Office of the Register of Deeds, Cumberland County, North Carolina, so long as Declarant has authority herein to amend these covenants.”

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.”

4. Article IV, General Provisions, Section 2. Amendment. shall be amended by deleting the paragraph in its entirety and substituting the following therefor:

“Section 2. Amendment. It is understood and agreed, and the present Owners and all subsequent grantees of present Owners and of the Declarant expressly agree by the acceptance of any lot within the above described subdivision area that the covenants and restrictions of the

Declaration shall run with and bind the Properties, including all of the Lots, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

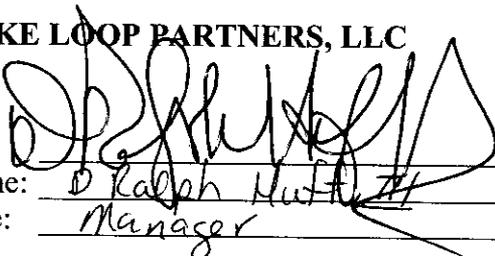
Notwithstanding anything contained herein, these restrictive covenants may be amended at any time by Declarant, its successors or assigns, so long as Declarant and/or Owner, their successors or assigns, owns any one lot contained in The Bluffs at Treyburn, Plat Book 128, Page 103 Cumberland County Registry.

Notwithstanding anything contained herein, this Declaration may be amended during the first twenty-five (25) year period by an instrument signed by the Owners of not less than sixty-six and two-third percent (66 2/3%) of the Lots, and thereafter by an instrument signed by the Owners of not less than fifty-one (51%) percent of the Owners of Lots. Any amendment must be properly recorded in the Office of the Register of Deeds for Cumberland County, North Carolina. However, any proposed Amendment must be approved by the Declarant until such time as the Declarant has given up control of the Board of Directors of the Association, as provided in the Bylaws.

IN WITNESS WHEREOF, HOKE LOOP PARTNERS, LLC, BREEZEWOOD OF FAYETTEVILLE, LLC 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 28th day of June, 2011.

HOKE LOOP PARTNERS, LLC

By: 
Name: D. Ralph Huff
Title: Manager

BREEZEWOOD OF FAYETTEVILLE, LLC

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

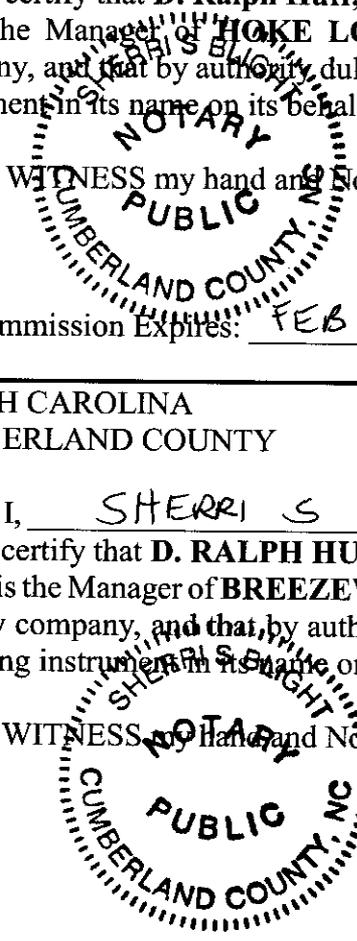
JAMES CREEK AT TREYBURN HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Name: D. Ralph Huff III
Title: 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 28 day of JUNE, 2011.



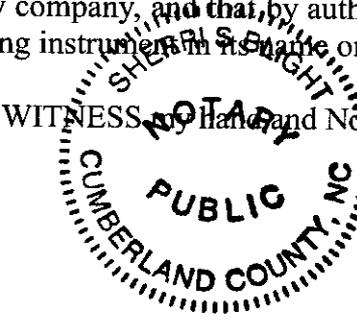
(N.P. SEAL) Sherri S Blight
Notary Public

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 Manager of **BREEZEWOOD OF FAYETTEVILLE, 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 28 day of JUNE, 2011.



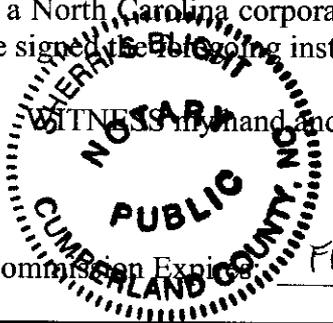
Sherri S Blight
Notary Public

(N.P. SEAL)

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 AT TREYBURN 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.



WITNESSE my hand and Notarial Seal, this the 28 day of JUNE, 2011.

Sherri S Blight
Notary Public

My Commission Expires FEB 7 2016

(N.P. SEAL)