

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS
FILED Apr 05, 2010
AT 04:42:00 pm
BOOK 08367
START PAGE 0858
END PAGE 0862
INSTRUMENT # 09824
RECORDING \$26.00
EXCISE TAX (None)
DJ

Prepared By and Return To:
Holden Reaves, Esq.
Reaves & Reaves, PLLC
P.O. Box 53187
Fayetteville, NC 28305

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR CASTLEFIELD AT MILLSTONE**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR CASTLEFIELD AT MILLSTONE (this "Amendment") is made as of the dates set forth in the below notary acknowledgements, with the latter of said dates being the effective date hereof, by **LANDFALL PARTNERS, LLC**, a North Carolina limited liability company (the "Declarant"), and **CASTLEFIELD AT MILLSTONE HOMEOWNERS ASSOCIATION, INC.**, a North Carolina non-profit corporation (the "Association").

Also, it is noted that **H & H CONSTRUCTORS, INC.**, a North Carolina corporation ("H & H Constructors") executes this Amendment to evidence its consent to the terms contained herein.

WITNESSETH:

WHEREAS, the Declarant previously executed that certain Declaration of Covenants, Conditions and Restrictions for Castlefield at Millstone recorded in Book 8047, Page 135, as amended by that certain First Amendment recorded in Book 8162, Page 276, as further amended by that certain Second Amendment recorded in Book 8181, Page 120, all Cumberland County, NC Registry (collectively, the "Declaration");

WHEREAS, the Declaration subjected all lots located within the Castlefield at Millstone subdivision (the "Subdivision") to a planned, single-family residential covenant scheme, all as more particularly described in the Declaration;

WHEREAS, the Subdivision remains in the Development Period (as defined in

the Declaration), and the Declarant continues to control the Board of Directors of the Association;

WHEREAS, the Board of Directors of the Association has approved a permanent variance and/ or amendment with respect to fencing setback matters, as provided in Section 9.3.4(f) of the Declaration; and

WHEREAS, the Association and Declarant have agreed to formally adopt and memorialize said variance and/ or amendment;

WHEREAS, H & H Constructors has served as the exclusive builder within the Subdivision, and H & H Constructors executes this Amendment to evidence its full consent to said variance and/ or amendment;

WHEREAS, the parties hereby agree as follows:

NOW, THEREFORE, pursuant to the rights contained with Section 9.3.4(f), Section 11.4 and/or elsewhere within the Declaration, and for and in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board of Directors of the Association and Declarant (with the consent of H & H Constructors) hereby formally adopt and memorialize the following variance and/ or amendment with respect to fencing setback matters:

1. Notwithstanding anything to the contrary in Section 9.3.4(f) of the Declaration, it is hereby declared that a fence may be constructed closer to the front Lot line than the rear of the Dwelling Unit if the fence is placed so as to allow access to and from the rear portion of the yard via a door constructed on the side of said Dwelling Unit; however, this variance/ amendment only applies to the side of the Dwelling Unit which contains any such door;
2. Except as specifically modified herein, the Declaration remains unchanged and in full force and effect and all parties, by their execution hereof, hereby ratify, affirm and approve the Declaration, as specifically modified hereby. All capitalized terms that are not specifically defined herein shall have the meanings attributed to them in the Declaration.

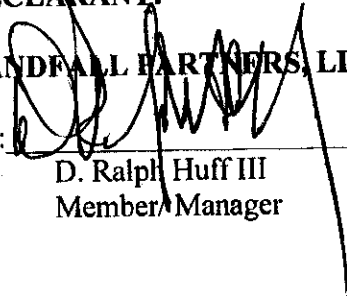
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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the dates set forth in the below notary acknowledgments, with the latter of said dates to comprise the effective date hereof.

DECLARANT:

LANDFALL PARTNERS, LLC

By:


D. Ralph Huff III
Member/Manager

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: D. Ralph Huff III, as Member/ Manager of Landfall Partners, LLC, a North Carolina limited liability company.

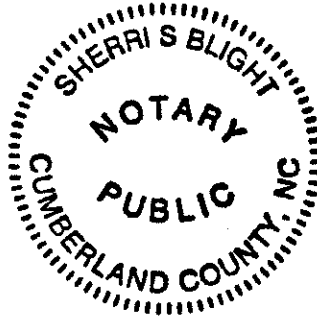
Date: 3-31-10

Official Signature of Notary: Sherris S Blight

Notary's Printed Name: SHERRI S BLIGHT

My commission expires: FEB 7 2011

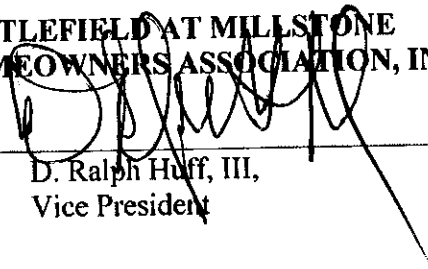
[Affix Notary Seal or Stamp]



(N.P. SEAL)

ASSOCIATION:

CASTLEFIELD AT MILLSTONE
HOMEOWNERS ASSOCIATION, INC.


By: 
D. Ralph Huff, III,
Vice President

STATE OF NORTH CAROLINA

COUNTY OF NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: D. Ralph Huff, III as Vice President of Castlefield at Millstone Homeowners Association, Inc., a North Carolina non-profit corporation.

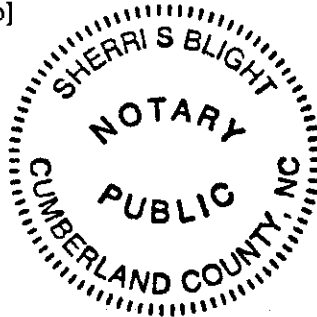
Date: 3-31-10

Official Signature of Notary: 

Notary's Printed Name: SHERRI S BLIGHT

My commission expires: FEB 7 2011

[Affix Notary Seal or Stamp]



(N.P. SEAL)

CONSENT:

H & H CONSTRUCTORS, INC.

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

[H & H Constructors, as the exclusive builder in the Subdivision, executes this Amendment to evidence its consent to the terms contained herein]

STATE OF NORTH CAROLINA

COUNTY OF NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: D. Ralph Huff, III as President of H & H Constructors, Inc., a North Carolina corporation.

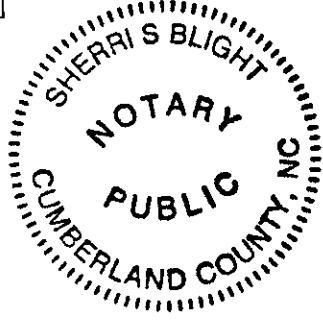
Date: 3-31-10

Official Signature of Notary: Sherris S Blight

Notary's Printed Name: SHERRI S BLIGHT

My commission expires: FEB 7 2011

[Affix Notary Seal or Stamp]



(N.P. SEAL)