

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

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MP

Prepared by and return to: F. Stuart Clarke, THORP AND CLARKE, PA **BOX**
 Post Office Box 670, Fayetteville, NC 28302

NORTH CAROLINA

AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WESTHAVEN, SECTION 1, PART 1

CUMBERLAND COUNTY

THIS AMENDMENT TO DECLARATION, made this the 30th day of December, 2014,
 by **FLOYD PROPERTIES AND DEVELOPMENT, INC.**, a North Carolina Corporation with its
 principal place of business in Cumberland County, North Carolina, hereinafter referred to as "**Declarant**";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of at least one (1) lot in Westhaven, Section 1, Part 1 as
 shown on plat recorded in Book of Plats 134, Pages 177-178, Cumberland County Registry; and

WHEREAS Floyd Properties and Development, Inc. is the Declarant of the original Declaration
 of Covenants, Conditions and Restrictions for Westhaven, Section 1, Part 1 recorded in Book 9495, Page
 815, Cumberland County, NC Registry; and

WHEREAS, **H & H CONSTRUCTORS, INC.**, a North Carolina corporation with its principal
 office or place of business in Cumberland County, North Carolina and **CAVINNESS & CATES**
BUILDING & DEVELOPMENT COMPANY, a North Carolina corporation with its principal office

or place of business in Cumberland County, North Carolina have purchased one or more lots in Westhaven, Section 1, Part 1 subdivision and desire to acknowledge their consent to this Amendment; and

WHEREAS, pursuant to Article X, Section 1. Amendment, Declarant is authorized to amend the Declaration of Covenants, Conditions and Restrictions previously filed in Book 9495, Page 815, Cumberland County, NC Registry.

NOW, THEREFORE, Declarant pursuant to Article X, Section 1. Amendment, does hereby amend said Declarations in pertinent part as follows:

1. ARTICLE III, USE RESTRICTIONS, Section 4. is amended to read as follows:

Section 4. Minimum Size of Each Dwelling. The ground floor of any one-story main structure, exclusive of one-story porches and garages, shall not be less than two thousand four hundred (2,400) square feet for any dwelling. The ground floor of any two-story main structure, exclusive of porches and garages, shall not be less than one thousand two hundred (1,200) square feet for any dwelling, total square footage of any two-story structure to be no less than two thousand four hundred (2,400) square feet. Square footage is determined by the outside dimensions of the main structure, excluding any unheated space. Heated area living space shall mean the ordinary living space in a house which is designed and constructed so as to be capable of being heated for regular living use in cold weather. In the computation of floor space, unheated storage area, garages, and porches shall not be counted. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any building plot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same,

showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building plot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Declarant shall require, including, if so required, plans for the grading and landscaping of the building plot showing any changes proposed to be made in the elevation of surface contours of the land, have been submitted to and approved in writing by the Declarant and until a copy of all such plans and specifications, as finally approved by the Declarant, have been lodged permanently with the Declarant. The Declarant shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons connected with future development plans of the Declarant of said land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Declarant may take into consideration the suitability and desirability of the proposed constructions and of the materials of which the same are proposed to be built to the building plot upon which it proposes to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. In the event the Declarant fails to approve or disapprove such building plans and specifications within thirty (30) days after the same have been submitted to it as required above, the approval of the Declarant shall be presumed and the provisions of this paragraph four (4) shall be deemed to have been complied with. However, no residence or other building, structure or improvement which violates any of the covenants and restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any

part of a building plot on said land.”

Except as specifically amended herein, the original Declaration of Covenants, Conditions and Restrictions for Westhaven, Section 1, Part 1 recorded in Book 9495, Page 815, Cumberland County, NC Registry, shall remain in full force and effect as written.

TO THE TRUE AND FAITHFUL PERFORMANCE OF THESE COVENANTS AND AGREEMENTS, FLOYD PROPERTIES AND DEVELOPMENT, INC., has caused this instrument to be signed in its name by its Vice President all by proper authority duly granted by its Board of Directors, this the 23 day of DEC, 2014.

FLOYD PROPERTIES AND DEVELOPMENT, INC.

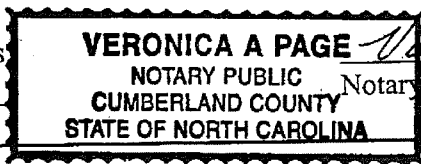
By: Gregory W. Floyd
Gregory W. Floyd, Vice President

NORTH CAROLINA
CUMBERLAND COUNTY

I, VERONICA A PAGE, the undersigned Notary Public of the County and State aforesaid, certify that **GREGORY W. FLOYD**, personally came before me this day and acknowledged that he is the Vice President of **FLOYD PROPERTIES AND DEVELOPMENT, INC.**, a North Carolina corporation and that by authority duly given and as an act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and notarial stamp or seal this the 23 day of December, 2014.

My Commission expires
5.23.2016



Veronica A. Page
Notary Public

(N.P. SEAL)

H & H CONSTRUCTORS, INC.

By: [Signature]
Name: D. WELLS ALDERMAN
Title: SALES DIRECTOR/Vice President

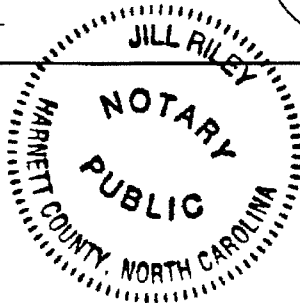
NORTH CAROLINA
CUMBERLAND COUNTY
Harnett

I, Jill Riley, the undersigned Notary Public of the County and State aforesaid, certify that D. Wells Alderman, personally came before me this day and acknowledged that (s)he is the Vice President of H & H CONSTRUCTORS, INC., a North Carolina corporation and that by authority duly given and as an act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and notarial stamp or seal this the 30th day of December, 2014.

My Commission expires:
August 3, 2015

[Signature]
Notary Public



(N.P. SEAL)

CAVINNESS & CATES BUILDING &
DEVELOPMENT COMPANY

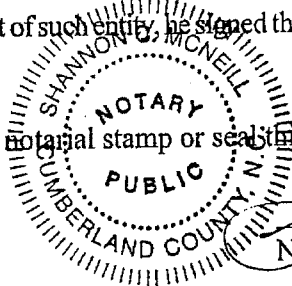
By: *Diane Dellasandro*
Name: *Diane Dellasandro*
Title: *Corporate Secretary*

NORTH CAROLINA
CUMBERLAND COUNTY

I, *Shannon C McNeill*, the undersigned Notary Public of the County and State aforesaid, certify that *Diane Dellasandro*, personally came before me this day and acknowledged that (s)he is the *Corporate Secretary* of CAVINESS & CATES BUILDING & DEVELOPMENT COMPANY, a North Carolina corporation and that by authority duly given and as an act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and notarial stamp or seal this the *30* day of December, 2014.

My Commission expires:
6/9/2015



Shannon C McNeill
Notary Public

(N.P. SEAL)