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Prepared by and return to: F. Stuart Clarke, THORP AND CLARKE, PA
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NORTH CAROLINA

AMENDMENT TO
DECLARATION OF COVENANTS FOR
LEGACY AT TRAEMOOR

CUMBERLAND COUNTY

THIS AMENDMENT TO DECLARATION, made this the 16 day of September, 2020, by **HAIRR FAMILY, LLC**, a North Carolina Limited Liability Company, hereinafter referred to as "**Declarant**".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Fayetteville, Cumberland County, North Carolina known as **LEGACY AT TRAEMOOR, PHASE TWO**, plat of which has been duly recorded in Plat Book 00143, at Page 0102, Cumberland County, North Carolina Registry; and

WHEREAS, pursuant to the provision set forth in Part Four, Article II: Amendments, of the Declaration of Covenants for Legacy at Traemoor, the Declarant and Owner desires to amend the Declaration of Covenants, previously filed in Book 10650, Page 0887, Cumberland County NC Registry.

NOW, THEREFORE, Declarant and Owner, according to the provisions set forth in Article submitted electronically by "Thorp and Clarke, PA" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Cumberland County Register of Deeds.

II: Amendments, do hereby amend said Declaration in pertinent part as follows:

1. The set-back requirements set out in Part Two, Article I: Construction Restrictions, subsection 7 shall be deleted in its entirety and the following substituted therefor:

Section 7. Set-Back Requirements. The building line of any single or two-story dwelling house or the buildings appurtenant thereto constructed on any of said Lots shall comply with the following set-back requirements:

Single Story

Front: 30 feet

Rear: 25 feet

Side: 5 feet

Two Story

Front: 30 feet

Rear: 25 feet

Side: 5 feet

2. The exterior finishes requirements set out in Part Two, Article I: Construction Restrictions, subsection (d), shall be deleted in its entirety and substituted therefor:

(d) Exterior finishes: No structure may be constructed with an exterior wall finish of concrete, cinder block, red brick, asbestos siding, masonite, stucco, log or untreated wood. Structures may have exterior wall finishes of Hardi-plank siding, vinyl siding, cement board or like product, or brick veneer, or combination thereof and shall be of earth-toned color or hue.

3. The landscaping requirements set out in Part Two, Article I: Construction Restrictions, subsection 9 (g), shall be deleted in its entirety and substituted therefor:

(g) Landscaping: All front and side yards shall be sodded; all back yards seeded and fertilized. Entire yard shall be irrigated. Mulch for landscaping areas and beds shall not consist of shredded red mulch, or rock or any type or color.

4. The fence restrictions mentioned in Part Two, Article I, Construction Restrictions, subsection 10 shall be deleted in its entirety and the following substituted therefor:

No fence shall be erected closer to any street line than the first or closest back corner of the house. No fences made of concrete block, chain link, or what is commonly known as “chicken wire” shall be permitted anywhere on the Lot. Fences shall not exceed six feet (6’0) in height. All fences not connected to adjoining property must be within twenty-four (24”) inches of the property line, so as not to create an unmaintainable area. All fences and their proposed location must be approved by the Architectural Review Board.

5. The restrictions imposed on motorcycles in Part Two, Article II, Use Restrictions, subsection 2: Other Buildings and Vehicles, shall be deleted in its entirety and the following substituted therefor:

No mobile home, trailer, manufactured home, double wide or modular home, tent, barn, or other similar out-building, vehicle, or structure shall be placed on any Lot at any time, either temporarily or permanently, without prior approval from the Review Board, and such approval shall normally be limited to temporary use of such structures reasonably essential to economical,

orderly and efficient construction during the construction process only. No home trailers or residence trailer, manufactured home, double wide or modular home, may be permitted on the Lot, Tract or Parcel and no boats, boat trailers or campers, privately owned golf carts, recreational vehicles, trucks, or utility trailers may be maintained on the Property, without prior written approval of the Review Board. The term "truck" as used herein is intended to refer to those vehicles of various sizes and designs for transporting goods, moving heavy articles or hauling quantities or cargo and which are used in a trade or business in which the truck is used because of its commercial capabilities and not merely as a means of transportation, or which displays identification on the exterior of the vehicle to a commercial enterprise. This is not intended to include such dual-purpose vehicles as station wagons, keeps, "Scouts", "Wagoneer", "Bronco", or "Blazer" or land rover type vehicles and sports trucks and trucks of one-half (½) ton or less or similar, attractive vehicles driven and maintained primarily as a means of transportation that do not have exposed signage or logo other than discreet identification approved by the Review Board and do not have exposed equipment or supplies. Storage of golf carts, RV's or other similar vehicles are allowed on the property as long as such vehicle is stored in a four-sided covered building, as approved by the Review Board.

6. The restrictions imposed on ornaments in Part Two, Article II, Use Restrictions subsection 17: Signs, shall be deleted in its entirety and substituted therefor:

No signs shall be erected or maintained on the Property by anyone including, but not limited to, the Owner, a realtor, a contractor or subcontractor, or except with the written permission of the Review Board or except as may be required by legal proceedings. If such

permission is granted the Review Board reserves the right to restrict size, color, and content of such signs. One sign advertised the sale of & house and/or lot may be placed upon a lot at any time, said sign not to be larger than the typical residential real estate sales sign.

7. Article II: Use Restrictions will now include:

Section 21: Above-ground Pools Prohibited. No above-ground pool shall be located or installed upon the Lots.

Except as specifically amended herein, the original Declaration of Covenants, recorded in Book 10650, Page 887, Cumberland County, North Carolina Registry, shall remain in full force and effect as written.

TO THE TRUE AND FAITHFUL PERFORMANCE OF THESE COVENANTS AND AGREEMENTS, **HAIRR FAMILY LLC**, have caused this instrument to be signed, have hereunto set their hands and seals this the 16 day of August, 2020.

HAIRR FAMILY LLC

(Seal)

By: _____
 Name: Jackie Hairr
 Title: managing member

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Deborah T. Guilfoyle, a notary public of the aforesaid County and State, certify that Jack Hairr of HAIRR FAMILY, LLC., personally appeared before me this day and acknowledged that they signed the foregoing instrument for the intents and purposes therein expressed.

Witness my hand and official seal, this the 16, day of Sept., 2020.

Deborah J. Guilfoyle
Notary Public

My commission expires:
03/22/2021

