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

NORTH CAROLINA

**FOURTH AMENDMENT TO
COVENANTS OF DECLARATION OF
COVENANTS FOR LEGACY AT
TRAEMOOR PHASE 3**

CUMBERLAND COUNTY

THIS AMENDMENT TO DECLARATION, made this the 24th day of May 2023, by **FLOYD PROPERTIES AND DEVELOPMENT, INC.**, a North Carolina Corporation, hereinafter referred to as "**Declarant**" and **HAIRR FAMILY, LLC**, a North Carolina Limited Liability Company, hereinafter referred to as "**Owner**".

WITNESSETH:

WHEREAS, Hairr Family, LLC is the owner of certain property in the City of Fayetteville, Cumberland County, North Carolina known as **LEGACY AT TRAEMOOR, PHASE 3**, plat of which has been duly recorded in Plat Book 149, at Page 163, Cumberland County, North Carolina Registry;

WHEREAS, Declarant and Owner desire to have the above-described property annexed to the Declaration of Covenants for Legacy at Traemoor; and

WHEREAS, pursuant to the provision set forth in Part Four, Article II: Amendments, the Declarant and Owner desires to amend the Declaration of Covenants, previously filed in Book

9565, Page 403, Book 10650, Page 0887, Book 10879, Page 257, Book 10938, Page 88, and Book 11192, Page 370 Cumberland County NC Registry.

NOW, THEREFORE, Declarant and Owner, declare that all of the properties described above 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, successors,, and assigns, and shall inure to the benefit of each owner thereof, said easements, restrictions, covenants, and conditions as follows:

That Declaration of Covenants and Amendments and Annexations thereto, previously filed in Book 9565, Page 403, Book 10650, Page 0887, Book 10879, Page 257, Book 10938, Page 88, and Book 11192, Page 370, Cumberland County NC Registry, and any additional amendments thereto, 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 Cumberland County Code or North Carolina General Statue, the conflicting provisions of the County Code and/or North Carolina General Statute shall control.

AND FURTHER, according to the provisions set forth in Article II: Amendments, do hereby amend said Declaration in pertinent part as follows:

NOW, THEREFORE, Declarant and Owner, according to the provisions set forth in Article II: Use Restrictions, do hereby amend said Declaration in pertinent part as follows:

1. **Part 2, Article I, Section 21.** Driveways, shall be added:

“Section 21. Driveways. All driveways are limited to a two (2) car entrance from the street; however, a third car curve out may be added so long as the third driveway does not form an

entrance from the street.”

2. **Part 2, Article I, Section 1. Residential Purpose.** Shall be amended to read as follows:

“Section 1. Residential Purpose. No structure, except as hereinafter provided, shall be erected altered, placed or permitted remain on any Lot other than a detached single-family dwelling not to exceed two stories in height unless the Declarant approves in writing a variance permitting a structure of more than two stories and a garage and small accessory building (which may include a pool house, servants’ quarters, or guest facilities), provided, the use of such dwelling or accessory building does not in the opinion of the Declarant overcrowd the site. Such accessory building may not be constructed prior to the construction of the primary dwelling and such garage and accessory building erected, altered, placed or permitted shall be of the same quality, workmanship and material as the principal dwelling structure, and will be erected and placed according to the setbacks herein.”

3. **Part 2, Article 1, Section 9.** This section shall be modified to allow vinyl siding facades to be used in the construction of dwellings and outbuildings.
4. **Part 2, Article 1, Section 5.** This shall be modified to allow the square foot requirement to be greater than 1,300 square feet.

Except as specifically amended herein, the original Declaration of Covenants, recorded in Book 9565, Page 403, Book 10650, Page 0887, Book 10879, Page 257, Book 10938, Page 88, and Book 11192, Page 370, 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, the Owner, **HAIRR FAMILY, LLC** and the Declarant, **FLOYD PROPERTIES AND DEVELOPMENT, INC.** have caused this instrument to be signed, have hereunto set their hands and seals this the 24th day of May, 2023.

HAIRR FAMILY, LLC

By: Jackie Hairr (Seal)
Title: Manager

NORTH CAROLINA

CUMBERLAND COUNTY

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: Jackie Hairr, Manager of Hairr Family, LLC, a North Carolina limited liability company.

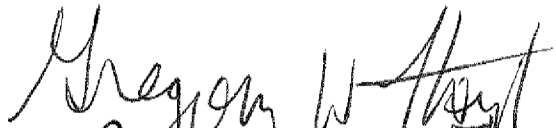
This the 24th day of May, 2023.

(SEAL)

Vanessa King Suttell
Notary Public: _____
My Commission Expires: 11/29/2023



FLOYD PROPERTIES AND DEVELOPMENT, INC.


 By: _____ (Seal)
 Title: Vice President

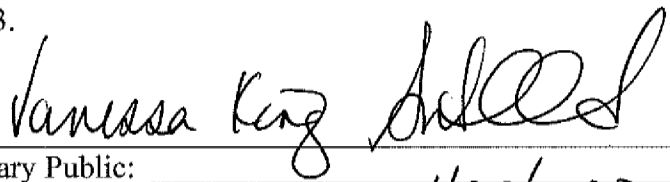
NORTH CAROLINA

CUMBERLAND COUNTY

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: Gregory W. Floyd,
Vice President of Floyd Properties and Development, Inc.

This the 24th day of May, 2023.

(SEAL)


 Notary Public: _____
 My Commission Expires: 11/29/2023

