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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

THIRD AMENDMENT TO AND
ANNEXATION OF DECLARATION OF
COVENANTS FOR LEGACY AT
TRAEMOOR

CUMBERLAND COUNTY

THIS AMENDMENT AND ANNEXATION TO DECLARATION, made this the 21st
day of ^{July}~~June~~ 2021, 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 2A**, plat
of which has been duly recorded in Plat Book 00146, at Page 0183, 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 Phase 1 and Phase 2; 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

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.

the Declaration of Covenants, previously filed in Book 10650, Page 0887, 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, previously filed in Book 10650, Page 0887, Cumberland County NC Registry, and any 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 Statute, 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:

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

No fence shall be erected closer to any street line than the first or closest rear 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 perimeter yard fences must connect. All fences that are impossible to connect to adjoining property

must be no closer than thirty-six (36") inches of the property line, so as not to create an unmaintainable area. If a fence has yet to be installed on any lot(s), the fence must be installed on the property line or thirty-six (36') inches from the property line. All fences and their proposed location must be approved by the Architectural Review Board.

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, 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 21st day of ~~June~~ ^{July}, 2021.

HAIRR FAMILY, LLC

By: Jackie Hairr
Title: Manager

FLOYD PROPERTIES AND DEVELOPMENT, INC.

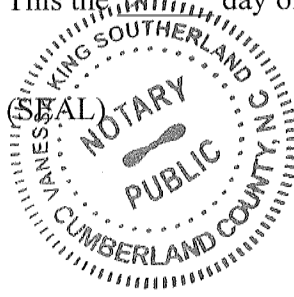
By: Gregory W. Floyd
Title: Vice President

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

This the 21st day of July, 2021.



Vanessa King Southerland

Vanessa King Southerland, Notary Public
My Commission Expires: November 29, 2023

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 _____ day of June, 2021.

(SEAL)

Vanessa King Southerland, Notary Public
My Commission Expires: November 29, 2023

Jonathan W. Floyd (Seal)
Jonathan W. Floyd, subscribing witness

NORTH CAROLINA

CUMBERLAND COUNTY

I, Vanessa King Southerland, a notary public of the aforesaid County and State, certify that Jonathan W. Floyd personally appeared before me this day, and being duly sworn stated that in his presence Gregory W. Floyd acknowledged the execution of the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official seal this the 21st day of July, 2021.

Vanessa King Southerland

Notary Public

My commission expires: 4/29/2023

