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NORTH CAROLINA

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
CAPE FEAR CROSSING, SECTION 2, PART 2

CUMBERLAND COUNTY

THIS DECLARATION, made this the 19th day of September, 2025, 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" and FLOYD HOMES, LLC., as "Owner" of Lots in Cape Fear Crossing Section 2, Part 2.

WITNESSETH:

WHEREAS, Declarant and Owner are the owners of certain property in Cumberland County, North Carolina, which is known as CAPE FEAR CROSSING, SECTION 2, PART 2, a zero lot line development, as shown on the plat of same duly recorded in Plat Book 151, Page 73, Cumberland County, North Carolina Registry; and

NOW, THEREFORE, Declarant and Owner desire to amend the Supplemental Declaration recorded in Book 12063, Page 862 together with the original covenants recorded in Book 7723, Page 582, as it pertains to Cape Fear Crossing Section 2, Part 2 as follows:

1. Article II. Use Restrictions, Section 17. Yard Maintenance of the originally annexed covenants recorded in Book 7723, Page 582 shall be deleted in its entirety and the following substituted therefore:

"Section 17. Yard Maintenance. Each Owner shall landscape and maintain his yard, including any area between the property line and the street curb, in a well manicured style, so as to enhance his own as well as his neighbor's homes and Lots. Grass should be kept at a reasonably short length, and trees, shrubs and bushes shall be properly pruned and all yards shall be kept free of weeds. Sidewalks on the dwelling premises shall be properly edged so

as to keep grass from covering the sidewalks.”

Except as specifically amended herein, the original Declaration of Covenants, Conditions and Restrictions for Cape Fear Crossing, Section 2, Part 2 shall remain in full force and effect as written.

IN WITNESS WHEREOF, Floyd Properties and Development, Inc. and Floyd Homes, LLC have caused these presents to be executed in their name on the date and year first above written.

FLOYD PROPERTIES AND DEVELOPMENT, INC., Declarant

BY: Gregory W. Floyd
Name: Gregory W. Floyd
Title: President

FLOYD HOMES, LLC., Owner

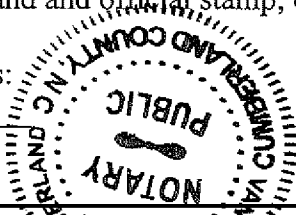
BY: Jonathan W. Floyd
Name: Jonathan W. Floyd
Title: Managing Member

NORTH CAROLINA: CUMBERLAND COUNTY

I, Vanessa King Southerland, a Notary Public for said County and State, do hereby certify that Gregory W. Floyd, personally came before me this day and acknowledged that he is President of **FLOYD PROPERTIES AND DEVELOPMENT, INC.**, a corporation, and that he, as ~~Vice~~ President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official stamp; or seal, this the 19th day of September, 2025.

My Commission Expires: 11/29/2028
Vanessa King Southerland
NOTARY PUBLIC



NORTH CAROLINA: CUMBERLAND COUNTY

I, Vanessa King Southerland, the undersigned Notary Public of the County and State aforesaid, certify that Jonathan W. Floyd, personally came before me this day and acknowledged that he is the manager of Floyd Homes, LLC a North Carolina limited liability company, 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 19th day of September, 2025.

My Commission expires: 11/29/2028
Vanessa King Southerland
Notary Public

