

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS
FILED Dec 06, 2021
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BOOK 11331
START PAGE 0319
END PAGE 0322
INSTRUMENT # 56362
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EXCISE TAX (None)

AB

Prepared By and ~~Return~~ To:
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Return To: Larry King & Associates

**FOURTH AMENDMENT TO DECLARATION OF PLANNED COMMUNITY
OF "RIVERBLUFF"**

THIS FOURTH AMENDMENT TO DECLARATION OF PLANNED
COMMUNITY OF "RIVERBLUFF" (this "Amendment") is made and entered into by
River Bluff Partners, LLC, a North Carolina limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the developer of the Riverbluff planned residential
community (the "Subdivision");

WHEREAS, Declarant imposed upon the Subdivision certain master restrictive
covenants as set forth in that certain instrument recorded in Book 7577, Page 690, as
amended by first amendment in Book 7851, Page 239, as amended by second amendment
in Book 7977, Page 843, as amended by third amendment recorded in Book 11199, Page
716, Cumberland County, NC Registry (together, the "Declaration");

WHEREAS, the Declarant continues to be a Class B member of the Association
that governs the Subdivision;

WHEREAS, pursuant to Article VII, the Declarant continues to have architectural
and landscaping control over the Subdivision;

WHEREAS, pursuant to Article XI, Section 11.2(a) the Declarant reserved the

right to create Common Area within the Property (until May 3, 2027);

WHEREAS, pursuant to Article XII, Section 12.5 of the Declaration, Declarant reserved the right to amend the Declaration without the consent Class A membership so long as Class B membership exists;

WHEREAS, Declarant has recorded a new plat in Plat Book 147, Page 140, aforesaid Registry (the "New Plat"), which represents the new phase of the Subdivision (the "New Phase") which is called "The Commons at River Bluff", it being noted that said New Phase already forms a part of the Subdivision, and is already subject to the terms of the Declaration (since said New Phase was included as a "Future Development Area" per Plat Book 119, Page 180, aforesaid Registry).

WHEREAS, Declarant amends the Declaration as follows:

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, and pursuant to authority set forth in the above recitals (as well as authority as may be found elsewhere in the Declaration), the Declarant hereby amends the Declaration as follows:

1. The above recitals are incorporated herein by reference;
2. As long as Declarant remains a Class B member of the Association, Declarant shall retain exclusive architectural and landscaping control of the Subdivision; in addition, it is hereby declared that slab foundations and vinyl siding shall be permitted on all Lots within the New Phase only;
3. That certain "Pond Lot - 0.86 Acres" as shown on the New Plat for the New Phase is hereby dedicated as Common Area for the benefit of the Subdivision; and drainage easements are hereby reserved therein for the benefit of the Subdivision;
4. Upon the conveyance of the portion of the Common Area that includes the storm pond for the New Phase, it shall be the sole responsibility of the Association to comply with all "Covenantor" obligations of the stormwater management declaration with the City of Fayetteville duly recorded in Book 1133, Page 140, aforesaid Registry (the "Maintenance Agreement"). For good and valuable consideration, the Association and all Owners, jointly and severally, agree to save, defend, keep harmless, and indemnify Declarant, its successors and assigns, of and from all loss, damage, costs, charge, liability or expense, including court costs, attorneys' fees, and other costs and expenses incident to any suit, investigation, claim, demand or proceeding, which are threatened against or suffered, sustained, incurred or required to be paid by Declarant as a result of the Association's failure to comply with the Maintenance Agreement. In addition, for

good and valuable consideration, the Association and all Owners, jointly and severally, release Declarant, its successors and assigns, from any and all liability in any way related to the Maintenance Agreement and/ or the Common Area. The provisions set forth herein may not be altered or rescinded without the express written consent of the Declarant. The above notwithstanding, the Declarant shall be responsible for the structural and functional aspects of the storm pond (related to its original construction) during the one (1) year warranty period; and Declarant shall be responsible for the one-time payment to the City referenced in Section 1(5) of the Maintenance Agreement.

5. The Association shall be responsible for maintaining all Subdivision signage, regardless of whether it is located upon Common Area or upon any Lot (where a sign easement has been reserved).
6. Except as specifically amended by this Amendment, the Declaration remains unchanged and in full force and effect, and the undersigned by its execution hereof hereby ratifies, affirms and approves the Declaration, as specifically amended hereby; and additionally affirms and declares that the Declaration applies to the New Phase, which forms part of the Subdivision. All capitalized terms in this Amendment that are not defined herein shall have the same meanings given to them in the Declaration.

**[The Remainder of This Page Intentionally Left Blank;
Signature Page Attached Hereto]**

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date set forth in the below notary acknowledgment.

DECLARANT:

RIVER BLUFF PARTNERS, LLC

By: Anthony Cimaglia

Print Name: Anthony Cimaglia

Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Anthony Cimaglia in his capacity as Manager of River Bluff Partners, LLC, a North Carolina limited liability company.

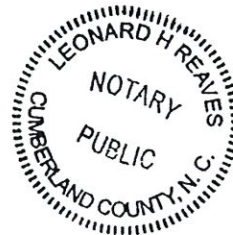
Date: 11/29/2021

Official Signature of Notary: [Signature]

Notary's Printed Name: Leonard H. Reeves

My commission expires: My Commission Expires August 25, 2024

[Affix Notary Seal or Stamp]



(N.P. SEAL)