

BK 09752 PG 0549

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS
FILED Nov 05, 2015
AT 11:32:00 am
BOOK 09752
START PAGE 0549
END PAGE 0553
INSTRUMENT # 33348
RECORDING \$26.00
EXCISE TAX (None)

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Prepared By and Return to: William Lockett Tally
Tally and Tally, Attorneys and Counselors at Law, PLLC

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF CUMBERLAND

THIS AGREEMENT ("Agreement") is made and entered into as of October 5, 2015, by and among COLDSTREAM DEVELOPERS, LLC, a North Carolina limited liability company, and the VILLAGE AT ROCKFISH, LLC, a North Carolina limited liability company.

RECITALS:

1. COLDSTREAM DEVELOPERS, LLC is the owner of certain real estate described in Exhibit "A" attached hereto and incorporated herein by reference (the "Coldstream Property").
2. (a) COLDSTREAM DEVELOPERS, LLC agrees that at the closing of a lot from COLDSTREAM DEVELOPERS, LLC it shall pay the sum of \$1,350.00 per lot to The Village at Rockfish, LLC to provide access of membership for the subsequent homeowner to The Village at Rockfish Homeowners Association, Inc. (the "HOA"), and to provide to that homeowner access to the common areas in accordance with the restrictive covenants and any HOA rules and regulations, including but not limited to, the pool house, pool lot and pool. At the time of closing of a lot or lots from Coldstream to a lot owner the deed shall reference that the lot is subject to the restrictive covenants recorded in Book 9018, Page 590, and any amendments thereto.

(b) This access does not include access and use of the cluster mailbox installed by The Village at Rockfish, LLC located by the pool. COLDSTREAM shall provide and a location and install its own cluster mailbox for the lots they develop and be responsible for delivery of any keys to the lot owners.

(c) The membership to the HOA shall become effective upon the closing of a home and payment of applicable association fees in effect. Every Owner of a lot and home shall be a Member of the Association in accordance with the Restrictive Covenants recorded in Book 9018, Page 590, Cumberland County, North Carolina Registry, and any amendments thereto and shall be subject to the Restrictive Covenants.

(d) However, should any lot be sold in which the \$1,350.00 fee is not paid at the time of closing than in that event all lots as described in Plat Book 136, Page 91 and on Exhibit "A" attached hereto and incorporated herein by reference shall no longer be a part of The Village at Rockfish Homeowners Association, Inc. and all membership rights shall be immediately terminated effective the recording date of a deed transferring a lot from Coldstream Developers, LLC to a purchaser in which the \$1,350.00 fee was not paid. In that event, the lot owners for all prior closings in which the fee was paid and all subsequent lots no longer shall be allowed to be a part of the HOA nor have access to any of the common areas, including but not limited to, the pool house and pool lot and pool. In addition, all monies for lots that had paid the access to membership fee of \$1,350.00 or any subsequent payments to the HOA for any reason shall not be refunded. All properties of the HOA in the possession of Coldstream Developers, LLC, a homeowner or builder, i.e. keys, etc., with access to amenities shall be returned to the HOA within 5 days of the closing in which the fee was not paid. The HOA will convey back to COLDSTREAM DEVELOPERS, LLC any open spaces or common areas previously transferred in accordance with paragraph 3 herein.

3. THE VILLAGE AT ROCKFISH HOMEOWNERS ASSOCIATION, INC. agrees to accept via deed transfer any open spaces as shown on the plat as described on Exhibit "A" in which COLDSTREAM DEVELOPERS, LLC deems appropriate to the homeowners association. However, prior to conveyance of any open spaces or common areas by COLDSTREAM DEVELOPERS, LLC to the HOA, the HOA or the HOA management company as its representative, in its sole opinion, shall have the option to first inspect the open space or common area to determine if there are any corrective measures needed.

4. THE VILLAGE AT ROCKFISH, LLC still controls the VILLAGE AT ROCKFISH HOMEOWNERS ASSOCIATION, INC. as the Class B Member Declarant and agrees to accept the lots attached in Exhibit "A" and future lots so long as the initiation fee of \$1,350.00 is paid at the closing of all lots when Coldstream Developers, LLC sells the lots subject to the terms and conditions herein. Further, this Agreement shall be binding on the VILLAGE AT ROCKFISH HOMEOWNERS ASSOCIATION, INC. and shall remain in effect after control of the homeowners association is turned over to the homeowners by the Declarant.

5. Pursuant to the instruments recorded in Plat Book 136, Page 91, Cumberland County, North Carolina Registry (the "Plat"), there are open spaces and recreational areas established in the neighborhood for the benefit of the lots purchased.

6. The VILLAGE AT ROCKFISH, LLC and COLDSTREAM DEVELOPERS, LLC, agree to execute an Amendment to the Restrictive Covenants to add the lots as described on Plat Book 136, Page 91, Cumberland County Registry, in accordance with Article II, Section 2 (a) subject to the terms and conditions stated herein.

7. All drainage easements as shown on the plat recorded in Plat Book 136, Page 91, and any future plats for lots that are located within the ownership of a lot owner shall be maintained by the lot owner or a government agency, if applicable, and not the HOA.

8. In the event that COLDSTREAM DEVELOPERS, LLC should develop additional land as described on Exhibit "B" of the restrictive covenants in Book 9018, Page 620, Cumberland County Registry into lots then those lots shall also become included as a part of this agreement and all provisions shall apply. The parties agree to execute any additional documents necessary at the appropriate time to comply with this agreement.

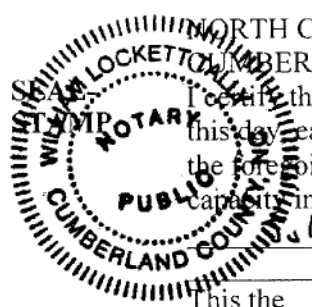
9. Miscellaneous. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. This Agreement shall bind the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, as of the day and year first above written.

This the 5 day of ~~September~~ ^{October}, 2015

COLDSTREAM DEVELOPERS, LLC

BY: [Signature] (SEAL)
JOHN D. HORNADAY, JR., Managing Member



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:

John D. Hornaday Jr. Managing Member

This the 5 day of October, 2015.

(N.P. SEAL)

[Signature]
Official Signature of Notary

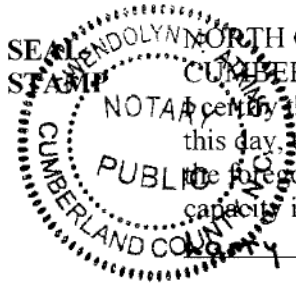
Notary's printed/typed name:
William Lockett Tally

My Commission Expires: 11-9-2019

My Commission Expires: _____

THE VILLAGE AT ROCKFISH, LLC

BY: [Signature] (SEAL)
_____, Managing Member



NOTARY PUBLIC
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:

Harry Walsh, Managing Member

(N.P. SEAL)

This the 5 day of October, 2015.

Gwendolyn P. Atkins

Official Signature of Notary

Notary's printed/typed name:

Gwendolyn P. Atkins

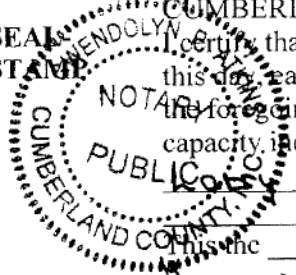
My Commission Expires: 11-9-2015

THE VILLAGE AT ROCKFISH HOMEOWNERS ASSOCIATION, INC.

BY: [Signature] (SEAL)
_____, Corporate Officer

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:



Cathy Walsh

This the 5 day of October, 2015.

Gwendolyn P. Atkins

Official Signature of Notary

Notary's printed/typed name:

Gwendolyn P. Atkins

My Commission Expires: 11-9-2015

EXHIBIT "A"

(N.P. SEAL)

Legal Description

BEING all of Lots 124-142, 155-156, 181-188 in a subdivision entitled
"VILLAGE AT ROCKFISH, PHASE TWO", which is duly recorded in
Book of Plats 136, Page 91, Cumberland County Registry, North Carolina.