

FILED
 CUMBERLAND COUNTY NC
 J. LEE WARREN, JR.
REGISTER OF DEEDS
 FILED Sep 30, 2013
 AT 01:45:00 pm
 BOOK 09301
 START PAGE 0871
 END PAGE 0873
 INSTRUMENT # 37859
 RECORDING \$26.00
 EXCISE TAX (None)
 KSJ

Prepared by and mail to: The Village at Rockfish, LLC
 3400 Walsh Parkway, Fayetteville, NC 28311

NORTH CAROLINA FIRST AMENDMENT TO
 CUMBERLAND COUNTY DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS FOR THE VILLAGE AT
 ROCKFISH SUBDIVISION

THIS FIRST AMENDMENT to Declaration of Covenants, Conditions and Restrictions for the Village at Rockfish Subdivision is made this 29th day of July, 2013, by THE VILLAGE AT ROCKFISH, LLC, a North Carolina limited liability company, whose address is 3400 Walsh Parkway, Fayetteville, North Carolina (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner and developer of certain real estate in Cumberland County, North Carolina, more particularly described on the plat entitled "Village at Rockfish, Phase 1, Section 1" per the plat recorded at Plat Book 131, Page 99, Cumberland County Registry; and

WHEREAS, Declarant recorded a "Declaration of Covenants, Conditions and Restrictions for the Village at Rockfish in Deed Book 9018, Page 590, Cumberland County Registry, (the "Declaration"), under which Declaration Declarant reserves the right under Article II to unilaterally amend the Declaration; and

WHEREAS, Declarant desires to establish the requirements of maintenance responsibilities of the pond in Phase 1, Section 1, and all future ponds in future sections while the pond is a temporary erosion control pond until it is accepted by the governmental authority as permanent;

WHEREAS, Declarant signed a Storm Water Permit with the State Division of Water Quality Number SW6110506 and it may be necessary to sign future storm water permits for future sections of the development;

WHEREAS, the declarations of covenants, conditions and restrictions governing The Village at Rockfish provide that the HOA shall be responsible for the maintenance of the Common Areas and the ponds are a part of the common areas;

WHEREAS, Declarant desires to hereby amend the Declaration to establish the Regular Assessment due from an Owner in accordance with Article V and shall be due and payable at the closing of the Dwelling Unit to the Owner, shall be as follows:

- a. Start-up/Administrative Fees \$75.00
- b. Initial Annual Dues Prior to Clubhouse/Pool \$240.00
 - i. To be prorated from the day of closing through the end of the current year.
- c. In addition, the Annual Dues will increase to \$360.00 per year beginning January 1, 2014 for the clubhouse and pool amenities being built and available on 2014. The Association

shall inform each Lot Owner of the increase and this assessment shall be paid in one installment unless agreed to otherwise by the Association.

NOW, THEREFORE, in consideration of the premises contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. The Regular Assessment due from an Owner in accordance with Article V and shall be due and payable at the closing of the Dwelling Unit to the Owner, shall be as follows:
 - a. Start-up/Administrative Fees \$75.00
 - b. Annual Dues Prior to Clubhouse/Pool \$240.00
 - i. To be prorated from the day of closing through the end of the current year.
2. In addition, the Annual Dues will increase to \$360.00 per year beginning January 1, 2014. The Association shall inform each Lot Owner of the increase and this assessment shall be paid in one installment unless agreed to otherwise by the Association.
3. Pond Maintenance. The HOA, until such time as the governmental authority accepts the pond as permanent, shall be responsible for all functional maintenance and the Declarant will be responsible for structural maintenance. Upon acceptance from the governmental authority of the pond as permanent completing the conversion, the Declarant shall have no further obligations for any maintenance, functional or structural, and all requirements of maintenance shall be the responsibility of the HOA.
4. DECLARATION REMAINS IN FULL FORCE. Except as herein amended, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the day and year first above written.

Declarant:

THE VILLAGE AT ROCKFISH, LLC

By: 

Larry Walsh, Managing Member of River Landing Center, LLC, as Member Manager of The Village At Rockfish, LLC

STATE NORTH CAROLINA

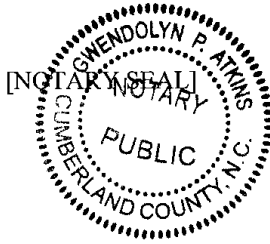
COUNTY OF CUMBERLAND

I, Gwendolyn P. Atkins, a Notary Public of Cumberland County, North Carolina, certify that LARRY WALSH, personally came before me this day and acknowledged that he is Managing Member of River Landing Center, LLC, as the Member-Manager of The Village at Rockfish, LLC, a North Carolina limited liability company, and that he, as Managing-Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp or seal this 29 day of July, 2013.

My Commission Expires:
11 - 9 - 2015

Gwendolyn P. Atkins
Notary Public



(N.P. SEAL)