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J. LEE WARREN, JR.

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SUPPLEMENTAL AND SIXTH AMENDED
DECLARATION OF COVENANTS
FOR THE VILLAGE AT ROCKFISH

Prepared by & Return to:
Miranda R. McCoy
3620 Legion Road Hope Mills I 48

THIS SUPPLEMENTAL DECLARATION OF COVENANTS is made and entered into this 13th day of October, 2022, by Sids Mill Properties, LLC a North Carolina company, hereinafter referred to as "Declarant":

W I T N E S S E TH:

Declarant's predecessor declarant, The Village at Rockfish, LLC executed and caused to be recorded a certain Declaration of Covenants, Conditions and Restrictions in Book 9018, Page 590, Cumberland County, North Carolina, Registry, (hereinafter the "Declaration"), the terms of which are incorporated herein by this reference.

Declarant became the successor Declarant pursuant to an assignment of Declarant rights recorded in Book 11594, Page 261, Cumberland County Registry and now desires to address a conflict within the original Declaration.

Current Declarant added additional property to the Development via an Amendment to the Declaration recorded in Book **11595**, Page**474-475**Cumberland County Registry, North Carolina, and therefore, is still in rightful possession of its Class B Membership by owning at least one lot in the Development.

The original Declaration contains an error in the definition of "Development Period" in Article I, Section 1.15, where it states that the Development Period ends upon the *earlier* of one of three occurrences, one of those being a period of ten years from the date of the recording of the original Declaration.

Said ten-year period stands in direct conflict to Section 2(a) of Article II which gives the Declarant 20 years to add additional property to the development and bring such additional property under the governance and effect of the Declaration.

Said ten-year period also stands in direct conflict to Article 13, Section 13.5 which states that the Declaration shall bind and run with the land for a period of 20 years.

Section 13.5 gives the Declarant unfettered right to amend the Declaration without consent of the Class A membership so long as Class B membership exists.

Therefore, pursuant to Section 13.5, Declarant hereby amends the definition of "Development Period" in Section 1.15 to strike the term "earlier" and insert the term "later" in its place so that the Development Period remains in effect as long as the Declarant owns at least one lot in the Development.

Additionally, pursuant to Section 13.5, Declarant hereby amends the definition of "Development Period" in Section 1.15 to delete the word and number "ten" (10) and replaces them with the word and number "twenty" (20), such that there is a 20 year period in accordance with the terms in Article II and Article 13.

This Amendment is being enacted in order to bring the conflicting terms of the Declaration in agreement with one another so that the document is not subject to being nullified or found to be invalid

Submitted electronically by "McCoy Law"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Cumberland County Register of Deeds.

subject to the Declaration, and that the Declarant have control of the Declaration as long as it owned any property in the Development.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby expressly declares that the changes stated above shall be in full force and effect as of the date of execution below.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name.

Sids Mill Properties, LLC

By: _____
James Ray, Managing Member

NORTH CAROLINA
Union COUNTY

I certify that the following person(s) personally appeared before me this day and I have personal knowledge of the identity of the principal(s) or have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the principal(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Managing Member of Sids Mill Properties, LLC
Name of Principal: James Ray

Date: 10-13-22

Debra F Ratliff
Notary Public Signature

Debra F Ratliff
Notary Public Name printed

My commission expires:
6-31-25

SEAL: DEBRA F RATLIFF NOTARY PUBLIC UNION COUNTY, NC My Comm. Expires 05/31/2025