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J. LEE WARREN JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

Prepared by and mail to: Steven J. O'Connor
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**FIRST AMENDMENT TO DECLARATION
OF PLANNED COMMUNITY OF
"RIVERBLUFF"**

**NORTH CAROLINA
CUMBERLAND COUNTY**

THIS FIRST AMENDMENT TO DECLARATION OF PLANNED COMMUNITY OF RIVERBLUFF ("Declaration") is made this 2nd day of April, 2008 by River Bluff Partners, LLC, a North Carolina limited liability company (hereinafter "Declarant").

WITNESSETH:

WHEREAS, Declarant was on May 3, 2007 the owner of that certain parcel of real estate located in the City of Fayetteville, Cumberland County, North Carolina, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Property"); and

WHEREAS, on May 3, 2007, Declarant subjected the Property to a Declaration of Planned Community of RiverBluff by instrument recorded at Deed Book 7577, Page 690 of the Cumberland County Registry (the "Declaration"); and

WHEREAS, Declarant desires to amend the Declaration ; and

WHEREAS, the Declaration is being amended solely by the Declarant under Article XII, Section 12.5 of the Declaration while Class B membership continues to exist.

NOW THEREFORE, the Declaration is amended as follows:

1. The first sentence of Article I, Section 1.2 is amended to read as follows:

Section 1.2 "Common Area" means all property owned by the Association for the common use and enjoyment of the Owners, and includes all property conveyed at any time to the Association even if originally designated as a Lot.

2. Article I, Section 1.5 is amended to read as follows:

Section 1.5 "Lot" means any numbered lot of land shown upon any subdivision map of the Property now or hereafter recorded (with the exception of the Common Area and any numbered Lot conveyed to the Association).

3. Article VI, Section 6.18 is amended to read as follows:

(a) No animals shall be raised, bred or kept in any Unit or on the Common Area, except that dogs, cats, or other household pets, under 20 pounds each, may be kept or maintained in a Unit provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets, such as dogs, cats, et cetera, shall not exceed two (2) in number. No animal shall be allowed if such animal constitutes an unreasonable annoyance, inconvenience or nuisance to any other Unit Owner. Notwithstanding anything to the contrary herein, no Rottweiler, Pit Bulls, Dobermans, Chows, German Shepherds or any other dangerous or vicious breed of dog may be kept on or in any Unit, or structure thereon. Pets may not be left outside at night after 10:00 p.m. and no outside pet houses are permitted. If the Executive Board receives any complaint that an animal constitutes an unreasonable annoyance, inconvenience or nuisance, the Executive Board shall afford the Owner of such animal notice and opportunity for hearing, and if the Executive Board finds that such animal constitutes an unreasonable annoyance, inconvenience or nuisance, the Executive board may require that such animal be removed from the Property.

(b) No animal shall be raised, bred or kept on any Lot in violation of any applicable municipal or County regulation, law or ordinance. Notwithstanding the foregoing, pets may not be left outside any Lot after 10:00 p.m. and no outside pet houses are permitted on any Lot.

(c) The Executive Board may adopt rules and regulations concerning animals which are more restrictive than the provisions of this Declaration, including rules requiring that all animals be kept on a leash when in the Common Area and that animals be restricted to designated areas within the Common Area and that Owners are responsible for cleaning up any mess that a pet creates within the Common Area. The Board may adopt a rule prohibiting certain pets, which is more restrictive than the provisions of this Declaration, except that such rule shall not apply to animals residing in the Property at the time such rule is adopted. In any event, the Board at any time may require that any animal found to be an unreasonable annoyance, inconvenience or nuisance be removed as provided in Section 6.18(a).

4. Article VI, Section 6.20 is amended to read as follows:

Section 6.20 Outbuildings, Gazebo, Trampolines and Awnings. No Owner shall construct, install, erect or maintain upon any Lot or Unit any outbuilding, gazebo, trampoline or awning unless and until such outbuilding, gazebo, trampoline or awning shall have been submitted to and approved in writing by the Executive Board and the Declarant under Article VII below, provided that one outbuilding to be used for residential storage use meeting all applicable municipal ordinances, rules and regulations, and one trampoline designed for home use shall be permitted without approval by the Executive Board and the Declarant.

5. Article IX, Section 9.6 shall be amended by the addition of the following:

Notwithstanding anything contained in this Declaration to the contrary, all Lot and Unit Owners, their guests, families, invitees and lessees, the Association, the Declarant, their heirs successors and assigns, shall have an easement over the Future Development Areas shown on the plat of RiverBluff Planned Community recorded at Plat Book 119, Page 180 to the extent necessary to afford pedestrian and approved pet access to and from Common Area 3, as shown on said plat, said easement to be at least five feet wide, to be unobstructed and in a location as reasonably chosen and located by the owner(s) of the Future Development Areas at such time.

6. Except as herein amended and modified, all provisions of the Declaration are confirmed and ratified, and shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant, has caused this Amendment to be duly signed and sealed the day and year first above written.

DECLARANT:

River Bluff Partners, LLC

By:  (SEAL)
Mark A. Stout, Manager

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

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: Mark A. Stout, Manager River Bluff Partners, L.L.C.

This the 2nd day of APRIL, 2008

Marshall De Silva
Notary Public _____

My commission expires: July 7, 2008
[Notarial Seal]

EXHIBIT "A"

Being all of the property shown on the plat entitled "River Bluff Development, Phase I", including all numbered Lots, Roads, Common Areas 1, 2 and 3, the Clubhouse Tract, Future Development Areas and the Condominium Tract (Part of a Future Development Area), recorded at Plat Book 119, Page180, Cumberland County Registry.