

FILED	Nov 16, 2015
AT	03:41:22 pm
BOOK	09758
START PAGE	0081
END PAGE	0084
INSTRUMENT #	34416
RECORDING	\$26.00
EXCISE TAX	(None)

RA

SUPPLEMENTAL AND AMENDED DECLARATION OF COVENANTS
ROSLIN FARMS WEST SECTION 1 PART 1 PHASE 1,
SECTION 1 PART 2 PHASE 1,
SECTION 1, PHASE 2,
SECTION 2, PHASE 1,
SECTION 2, PHASE 2, AND
SECTION 3, PART 1

Prepared by/~~return~~ to: *John G. Briggs III ; Lewis Oxx, Nance + Briggs, LLP (Box)*
POB 1358, Fay, NC

THIS SUPPLEMENTAL AND AMENDED DECLARATION OF COVENANTS is made and entered into this 11th day of *November*, 2015 by ROSLIN FARMS, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant":

WITNESSETH:

Declarant executed and caused to be recorded a certain "Declaration of Restrictive Covenants" in Book 8353, Page 106, Cumberland County, NC, Registry, the terms of which are incorporated herein by this reference. The Declaration has been amended or supplemented by written instruments recorded in Book 8396, Page 317; Book 8604, Page 498, Book 8875, Page 245, and Book 9094, Page 620, of the Cumberland County, NC, Registry. The Declaration, as amended, (hereinafter the "Declaration") provides that the Declarant may amend these restrictive covenants as long as Declarant owns any Lot in Roslin Farms West. Declarant owns more than one lot in Roslin Farms West and desires to amend the Declaration as set forth herein.

The Declaration also provides that future sections of Roslin Farms West Subdivision would become subject to the Declaration after recording of the plat for said new section and recording of a Supplemental Declaration which expressly made the new section subject to them. Declarant is the owner of and has caused to be recorded a plat of ROSLIN FARMS WEST SECTION 3, PART 1 (the "New Section") as recorded in Plat Book 136 Page 112, Cumberland County, North Carolina Registry. Declarant desires the New Section as set forth above be subject to and bound

by the Declaration, and further desires that the said real property as shown on said plat of the New Section held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the Declaration, as amended herein.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby expressly declares that the Declaration shall be amended and supplemented as follows:

1. Addition of New Section. The New Section be and hereby is subject to the Declaration. All references to a recorded plat in the Declaration shall include the plat of the New Section. "Lot" shall include a numbered lot as shown on the plat of the New Section. "Common Properties" in the Declaration shall include the "Open Space" and "Mailboxes Kiosk & Parking Area" as shown on the plat of the New Section.
2. Amendment to Section 8 of Article IV USE RESTRICTIONS – LOTS. Section 8 of Article IV USE RESTRICTION – LOTS is hereby deleted and in substitution thereof the following is inserted:

Section 8. No mechanically defective automobile, motor vehicle, mechanical machine, or machinery, shall be placed or allowed to remain on a Lot at any time except in a closed garage. No vehicle in inoperable condition, no unlicensed vehicle, no recreational vehicle, no camper, no golf cart, no boat, and no jet ski or other watercraft may be parked on any street or on any Lot, unless kept inside a garage or behind an approved fence or otherwise concealed from public view. No parked vehicle shall be covered by a "car cover" or other similar covering unless kept inside a garage and concealed from public view. In order to preserve the aesthetics of the subdivision, whether or not a boat, or vehicle of any type is adequately concealed from public view shall be determined by the Association in its sole discretion. The Association shall have the right to tow or remove any boat, recreation vehicle, camper, jet ski, watercraft, golf cart or vehicle of any type which is parked within the Common Area or kept on any Lot in violation of this section, at the Owner's expense, and the Owner of each Lot, by acceptance of their deed, does grant to the Association such an easement, on, across, and upon their Lot as may be necessary to enforce the provisions set out in this section. No commercial tractor or "semi", with or without the trailer, may be parked or kept on any Lot or on the Common Area, except in the course of delivery, pick up, or discharge of a specific commercial duty.

3. Addition of new Section 15, 16, 17 and 18. The following sections are added to Article IV – USE RESTRICTIONS – LOTS:

Section 15. Each Lot shall be maintained in a neat condition by the Owner thereof. In this context, the word "Lot" shall include that portion of the property from the outside of the structure on the applicable Lot to the adjacent paved road surface. All Lots upon which a dwelling has been constructed ("Improved Lots") must have grass lawns. No gravel or similar type lawns are permitted. For Improved Lots, "neat" shall require, at a minimum, that the front yard of each Lot,

and in the case of corner lots, the side of each Lot along the side abutting roadways, be sodded, be regularly cut and fertilized, and that mulched or pinestrawed areas be regularly re-mulched or re-pinestrawed and kept weeded so that its appearance is in harmony with the neighborhood. No Owner shall allow the grass on an Improved Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground. For unimproved Lots, "neat" shall require that the Lot is maintained in a sightly condition, free of debris, rubbish, weeds and high grass and in a prudent and reasonable manner harmonious with that of the other Lots within the subdivision.

Section 16. If an Owner fails to maintain the Lot or the improvements thereof, the Association, after giving such Owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at the Owner's expense. By accepting title to his Lot, each Owner shall be deemed to grant access upon the Owner's Lot and dwelling for such purpose and such entry shall not constitute a trespass. If such maintenance is undertaken by the Association or Declarant, the charge therefor and all costs of enforcement and collection shall be secured by a lien against the Lot as provided in this Declaration.

Section 17. Each Owner shall maintain all improvements constructed upon such Owner's Lot to the standards of their original construction. Each Owner shall maintain in good condition and repair all improvements constructed upon such Owner's Lot, including, without limitation, the dwelling. Such maintenance obligations include keeping the exterior of all such improvements free of mold and mildew. No Owner shall change the exterior design or color of the dwelling on such Owner's Lot, including the roof thereof, except in compliance with this Article IV.

Section 18. No solar panels may be placed or installed on the front of the dwelling located on the Lot.

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

[Signatures continued on next page]

ROSLIN FARMS, LLC

By: [Signature]
Name:
Title: Manager

NORTH CAROLINA
CUMBERLAND COUNTY

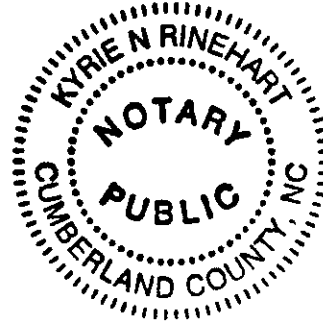
I certify that the following person(s) personally appeared before me this day and acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Watson G. Caviness

Date: November 11, 2015

Kyrie N. Rinehart
Notary Public

Kyrie N. Rinehart
Printed or Typed Name of Notary Public

My commission expires: 9/14/2017



(N.P. SEAL)