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SUPPLEMENT TO AND AMENDMENT OF
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
ANNEXATION INTO LITTLE RIVER FARMS SUBDIVISION

Prepared by/return to:
Rebecca F. Person
231 Fairway Drive
Fayetteville, NC 28305

**THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL
SIGNS**

THIS SUPPLEMENT TO AND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANNEXATION INTO LITTLE RIVER FARMS SUBDIVISION (this "Amendment") is made and entered into this 7th day of December, 2021 by K & G DEVELOPERS, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant":

WITNESSETH:

Little River Farms Developers, LLC executed and caused to be recorded a certain Declaration of Covenants, Conditions, and Restrictions for the Little River Farms Subdivision in Book 9076, Page 696 of the Cumberland County, NC, Registry; the terms of which were amended by written instruments recorded in Book 9149, Page 361, Book 9560, Page 420, Book 10068, Page 477 and Book 11317, Page 341 of the aforesaid Registry. (The aforesaid Declaration of Covenants, Conditions, and Restrictions for the Little Rivers Farms Subdivision, as amended, is hereinafter referred to as the "Declaration"). Little River Farms Developers, LLC, assigned its rights as developer and declarant to Declarant by Assignment of Declarants' Rights recorded in Book 10609, Page 229.

The Declaration provides that additional lots and future sections of the Little River Farms Subdivision would become subject to the Declaration after recording the plat for said new lots or

new section and recording a Supplemental Declaration that expressly made the new lots or new section subject to said Declaration. Additionally, the Declaration provides that the Declarant may alter or amend the Declaration as long as Declarant owns any Lot or any portion of the Properties (as those terms are defined in the Declaration).

Declarant is the owner of and has caused to be recorded a plat of "Little River Farms Phase II Zero Lot Line" (the "New Section") as recorded in Plat Book 147, Page(s) 144, 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, except as amended below.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby expressly declares that the New Section as described above be and hereby is subject to the Declaration, except as amended herein:

1. Annexation of Additional Lots.

- a. All references to a recorded plat in the Declaration shall include the plat of the New Section.
- b. "Lot" as defined in the Declaration shall include a numbered lot as shown on the plat of the New Section, excluding any "common area", "open spaces" or "detention basins" as may be shown on the plat, including that area labeled "CA1".
- c. "Common Area" as defined in the Declaration shall include common area and common area access as shown on the plat of the New Section; specifically including that area labeled "CA1".

2. Amendment of Article XI of Declaration.

- a. Section 1 of Article XI is hereby amended by adding the following restrictions on leasing the property:

A lease of a Lot and the residence thereon for a period of less than twelve (12) months is prohibited. A lease of an individual room within the residence or of less than the entire residence and lot is prohibited.

- b. Section 5 of Article XI is hereby amended to include the following restrictions regarding vehicles:

No ATV, minibike, dirt bike, go-kart, or other like vehicle or machinery is permitted for use throughout the community, including, without limitation, use on streets and common area within the community.

- c. Section 7 of Article XI is deleted and in lieu thereof the following is inserted:

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, without limitation, keeping the exterior of all such improvements free of mold and mildew. 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 a Declarant, the charge therefor and all costs of enforcement and collection shall be secured by a lien against the Lot as provided in Article V hereof. 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 Article VIII hereof.

- d. Section 9 of Article XI is amended by the addition of the following:

In addition, notwithstanding the foregoing, political signs are not prohibited on a Lot for a period beginning 45 days prior to the day of an election and ending 8 days after election day (the "Election Period"). No more than one political sign with maximum dimensions of 24 inches by 24 inches is permitted on each Lot during the Election Period. "Political sign" shall have the same meaning as defined in NCGS §47F-3-121(2)(b)(i).

- e. Section 11 of Article XI is hereby amended to include the following clause:

No motor vehicle shall be parked in the street or street right of way except in the course of delivery, pick up, or discharge of a specific commercial duty. No motor vehicle shall be parked in or on grass, or other landscaped areas, whether on a Lot or Common Area. Notwithstanding the above, the use of the street or street right of way for vehicle parking is acceptable for visitor, overnight guests, and while entertaining if there is no available space in the driveways.

- f. Section 13 of Article XI is deleted and in lieu thereof the following is inserted:

No above ground swimming pool shall be erected, constructed, placed or permitted to remain on any Lot until the same has been approved (prior to erection, construction or placement) in writing by the Association. Any

approval from the Association will require the outside walls of the above ground pool be boxed in with wood framing at the time of erection, construction or placement in order to hide the sidewalls of the above ground pool from view.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY; SIGNATURE PAGE(S) TO FOLLOW.]

IN WITNESS WHEREOF, Declarant has set its hand and seal effective the day and year first above written.

K & G DEVELOPERS, LLC

By: Harold J. Kidd
Harold J. Kidd, Manager

NORTH CAROLINA
CUMBERLAND COUNTY

I certify that the following person(s) personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: Harold J. Kidd

Date: 12/8/2021 Shari M. Groover
Notary Public

Shari M. Groover
Printed or Typed Name of Notary Public

My commission expires: 10/7/2024

