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## **FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RODDEY PARK**

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RODDEY PARK (the "First Amendment") is made this 10<sup>th</sup> day of September, 2013, by **SOUTHLAND RESOURCE III, LLC**, a North Carolina limited liability company (the "Declarant").

Declarant executed and recorded, as Declarant, that certain Declaration of Covenants, Conditions and Restrictions for Roddey Park (the "Original Declaration") as recorded in Book 10964 at page 15 of the York County Register of Deeds. The Original Declaration, as the same has been amended and supplemented from time to time, is hereinafter referred to as the "Declaration".

Declarant desires to exercise its right to unilaterally amend the Declaration as set forth in Section 9.2 of the Original Declaration as set forth herein.

NOW, THEREFORE, as provided in Section 9.2 of the Original Declaration, Declarant does hereby amend the Declaration as follows.

1. Transfer of Control of Association. Section 4.7 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

**Section 4.7 Transfer of Control of Association.** So long as Declarant owns any Lot or other portion of the Roddey Park Subdivision or until Declarant relinquishes the right to appoint the directors of the Association in a written notice delivered to the Secretary of the Association, whichever shall earlier occur, the business and affairs of the Association shall be managed by a Board of up to five (5) directors who are appointed by Declarant. From and after such time that Declarant no longer owns any Lot or other portion of the Roddey Park Subdivision or Declarant relinquishes the right to appoint the directors of the Association in a written notice delivered to the Secretary of the Association, whichever shall earlier occur, the business and affairs of the Association shall be managed by a Board of five (5) directors elected by the Members as provided by the Bylaws. As provided in the Bylaws, after such time as Declarant relinquishes the right to appoint the directors of the Association, all directors must be Members and said directors must be in good standing with the Association.

2. Interim Advisory Committee. Section 4.8 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

**Section 4.8 Interim Advisory Committee.** Declarant may, in its sole discretion, establish and maintain until such time as Declarant shall transfer control of the Association pursuant to Section 4.7 hereof, an Interim Advisory Committee (the "Advisory Committee"). If established: (a) the Advisory Committee shall serve as a liaison between the Owners (other than Declarant and True Homes or another builder) and the Association, and advise the Association from time to time during such period; (b) the Advisory Committee shall consist of three (3) members, each of whom must be an Owner (other than Declarant or True Homes, or an officer, director or employee of Declarant or True Homes, or another builder); (c) the members of the Advisory Committee shall serve without compensation. The Advisory Committee shall be elected for a term of one (1) year by the Owners (other than Declarant and True Homes or another builder) at a meeting thereof called for such purpose; and (d) the Owners (other than Declarant and True Homes or another builder) may remove any member of the Advisory Committee with or without cause, and elect a successor at a meeting thereof called for such purpose.

3. Non-payment of Assessments; Remedies of Association. Section 5.8(b) of the Original Declaration is hereby deleted in its entirety and replaced with the following:

(b) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, the Association will charge a maximum late fee of Twenty-Five and No/100 Dollars (\$25.00) per month for such delinquent Assessment. In addition to said late fee, such Assessment and all costs of collection thereof, including attorneys' fees, may bear interest at the rate of eighteen percent (18%) per annum or the maximum amount permitted by South Carolina law until paid in full, at the sole discretion of the Association. The Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys fees, and in the event a judgment is obtained, such judgment shall include such interest, late fees, costs, and attorneys' fees.

4. Architectural Standards and Requirements. The following sentence is hereby added to the end of Section 6.1 of the Declaration:

In addition to all other rights and remedies available to it in law or equity, the Board shall have the authority and standing, on behalf of the Association, to levy fines on an Owner of up to One Hundred and No/100 Dollars (\$100.00) per day for any violation of the restrictions set forth in this Article VI.

5. Parking and Prohibited Vehicles. Section 7.4 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

**Section 7.4 Parking and Prohibited Vehicles.**

(a) *Parking.* Vehicles shall be parked in the garages or on the driveways serving the Lots. No motor vehicle, whether or not utilized by an Owner, shall be parked on any street or public right-of-way between the hours of 11:00 p.m. and 7:00 a.m., except on a

temporary and non-recurring basis. Garages shall be used for parking of vehicles and no other use or modification thereof shall be permitted which would reduce the number of vehicles which may be parked therein below the number for which the garage was originally designed.

No Owners or other occupants of any portion of the Roddey Park Subdivision shall repair or restore any vehicles of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(b) *Prohibited Vehicles.* Commercial vehicles with a rating greater than 3/4 ton, which are primarily used or designed for commercial purposes, tractors, buses, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Roddey Park Subdivision except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Roddey Park Subdivision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas. Any vehicles parked in violation of this Section or parking rules promulgated by the Board may be towed at the expense of the Owner.

6. Animals and Pets. Section 7.5 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

**Section 7.5 Animals and Pets.** No farm animals, fowl or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in the Roddey Park Subdivision. All pets shall remain under the control and supervision of an adult Owner, and shall not be permitted off of such Owner's respective Lot unless on a leash or other restraint and under the control of the Owner. The owner of any pet shall be responsible to clean up or repair any waste or damage caused by such pet, and assure that such pet does not create any unreasonable disturbance. No aggressive pets shall be kept or permitted on any lot or lots in the Roddey Park Subdivision. No savage or dangerous pets, including without limitation pit bulls or rottweilers, may be kept or permitted on any lot or lots in the Roddey Park Subdivision.

7. Pools. Section 7.10 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

**Section 7.10 Pools.** No above ground swimming pools, spas or hot tubs shall be erected, constructed or installed on any Lot.

8. Basketball Goals. Section 7.25 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

**Section 7.25 Basketball Goals.** No basketball goals shall be permitted on any Lot without the prior review and approval of the Committee. If approved, a basketball goal may only be placed in the backyard of the Lot, and in no event shall the basketball goal be viewable from any street of the Roddey Park Subdivision. No basketball goals shall be permitted to be used along any curb on or in any street of the Roddey Park Subdivision.

9. Authority and Enforcement. Section 8.2(a) of the Original Declaration is hereby deleted in its entirety and replaced with the following:

(a) Upon the violation of this Declaration, the By-Laws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any assessments, the Association shall have the power, after fifteen (15) days written notice to the Owner or the occupant of said violation, and failure by said Owner or occupant to cure the violation: (i) to cause the Association to correct the violation at its own cost and expense, which said cost and expense shall constitute a continuing lien upon the Lot of the Owner or the occupant who is guilty of such violation; (ii) to suspend an Owner's right to vote in the Association; (iii) to levy a fine of up to One Hundred and No/100 Dollars (\$100.00) per day on the Owner or occupant; and (iv) to suspend an Owner or occupant's right (and the right of his or her family, guests, and tenants) to use any of the Common Areas.

The Board shall have the power to impose all or any combination of these sanctions. Such sanctions are in addition to the Association's remedies under Section 4.3, above, relating to maintenance. An Owner or occupant shall be subject to the foregoing sanctions in the event of such a violation by him or her, his or her family, guests, or tenants. Any such suspension of rights may be for the duration of the infraction and or any additional period thereafter, such additional period not to exceed thirty (30) days per violation.

10. Indemnification. Section 9.3 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

**Section 9.3 Indemnification.** The Association shall indemnify every officer, director, committee member, and independent agent managing the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, committee member, or independent agent in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, committee member, or independent agent. The officers, directors, committee members and independent agents managing the Association shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors, committee members, and independent agents managing the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director, committee member and independent agent free and harmless

against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, or independent agent managing the Association or former officer, director, committee member, or independent agent managing the Association may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

11. Amendment. The following sentence is hereby added after the first sentence in the first paragraph of Section 9.2:

During the Development Period, if the amendment has a material adverse effect upon any of the Owners, the Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of voting Members representing at least sixty-seven percent (67%) of the total votes of the membership.

12. Notice of Sale or Transfer of Title. Section 9.8 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

**Section 9.8 Notice of Sale or Transfer of Title.** In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board and any independent managing agent of the Association at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Until such written notice is received by the Board and independent managing agent of the Association, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of assessments, notwithstanding the transfer of title to the Lot.

13. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original hereof and all of which shall be considered one and the same instrument.

14. Ratification. The Original Declaration is hereby amended and supplemented. Wherever there exists a conflict between the terms of the Original Declaration and the terms of this First Amendment, the terms of this First Amendment shall control. As hereby amended, the Original Declaration shall remain in full force and effect. All covenants, terms, obligations and conditions of the Original Declaration, not modified or amended by this First Amendment, are hereby ratified and confirmed.

[Signature appears on the following page]

IN WITNESS WHEREOF, Declarant has caused this First Amendment to be executed as of the date written above.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

Alexis Ramo  
Witness #1:  
[Signature]  
Witness #2:

SOUTHLAND RESOURCE III, LLC,  
a North Carolina limited liability company

By: Theodore M. DuBose, IV  
Name: Theodore M. DuBose, IV  
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

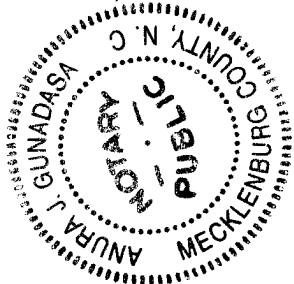
I certify that the following person personally appeared before me this day acknowledging to me that he signed the foregoing document for the purpose stated therein: Theodore M. DuBose, IV.

Date: 11 Sept, 2013

[Signature]  
Official Signature of notary

Ann S Gunel  
Notary's printed or typed name, Notary Public

(Official Seal)



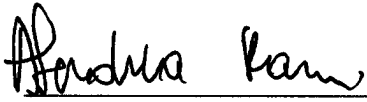
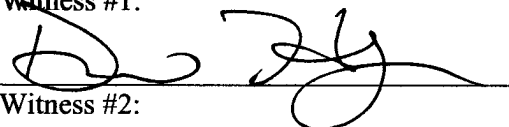
CONSENT, JOINDER AND SUBORDINATION  
OF LENDER

The undersigned, the Estate of Charles W. Tull and C. Christopher Tull (collectively, "Lender"), is the owner and holder of that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated June 16, 2009 and recorded in Volume 10844, Page 115 of the Public Records of York County, South Carolina (the "Mortgage").

Lender hereby joins in, consents to, and subordinates the Mortgage and other loan documents executed or delivered in connection with the loan secured thereby ("Loan Documents") to the First Amendment to Declaration of Covenants, Conditions and Restrictions for Roddey Park (the "Amendment") to which this Consent, Joinder and Subordination is attached, and Lender agrees that all of its right, title and interest in and to the real property described therein by virtue of the Mortgage or other Loan Documents shall be subordinate to the terms and provisions of the foregoing Amendment, and the Amendment shall survive any foreclosure, deed in lieu of foreclosure and/or exercise of any remedy by Lender pursuant to the Mortgage and/or other Loan Documents.

IN WITNESS WHEREOF, the undersigned has caused this Consent, Joinder and Subordination of Lender to be duly executed and sealed, as of this 4 day of Sept, 2013.

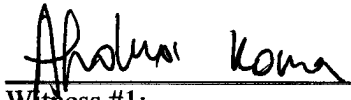
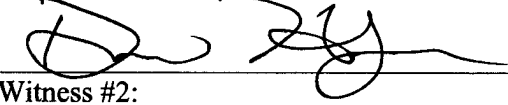
**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF**


  
\_\_\_\_\_  
Witness #1:  
  
\_\_\_\_\_  
Witness #2:

ESTATE OF CHARLES W. TULL



Name: C. Christopher Tull  
Title: Executor

  
\_\_\_\_\_  
Witness #1:  
  
\_\_\_\_\_  
Witness #2:

  
\_\_\_\_\_  
C. Christopher Tull

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that the following person personally appeared before me this day acknowledging to me that he signed the foregoing document for the purpose stated therein: C. Christopher Tull.

Date: 4<sup>th</sup> Sept, 2013

  
Official Signature of notary

Laura S. Gunader  
Notary's printed or typed name, Notary Public  
Expiration Date 11-25-2014

