



2015003873

TRANSYLVANIA CO, NC FEE \$26.00

PRESENTED & RECORDED:

08-06-2015 03:16:05 PM

CINDY M OWNBEY

REGISTER OF DEEDS

BY: BETH C LANDRETH

ASSISTANT

BK: DOC 735

PG: 340-343

Drawn by: F. Eugene Allison
Mail after recording to:
Premier Land Liquidators, LLC
200 North Harbor Place
Suite D
Davidson, NC 28036

AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF ROUND MOUNTAIN FALLS

This Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for the Development known as Round Mountain Falls (this "Amendment") is made this 31st day of July, 2015, by DRAKE ROSMAN, LLC, a North Carolina limited liability company (hereinafter referred to as "Drake"), and PREMIER LAND LIQUIDATORS, LLC, a North Carolina limited liability company (hereinafter referred to as "Premier").

WITNESSETH:

WHEREAS, McKeough Land Company, Inc. recorded on the 7th day of December, 2005, in the Office of the Register of Deeds for Transylvania County in Document Book 322, Page 510, a certain Declaration of Easements, Covenants, Conditions and Restrictions for the Development known as Round Mountain Falls, which subjects the Development to the provisions thereof pursuant to an incremental plan of development and improvements; and

WHEREAS, McKeough Land Company, Inc. subjected additional land to the terms of said Declaration of Easements, Covenants, Conditions and Restrictions and placed certain restrictions upon land within the Development by (a) that certain Supplemental Declaration of Easements, Covenants, Conditions and Restrictions of Round Mountain Falls recorded in Document Book 340 at Page 621 of the Office of the Register of Deeds for Transylvania County, and (b) that certain Supplemental Declaration of Easements, Covenants, Conditions and Restrictions of Round Mountain Falls recorded in Document Book 434 at Page 318 of the Office of the Register of Deeds for Transylvania County; and

WHEREAS, McKeough Land Company, Inc. conveyed its developer rights and all other rights governing the ownership, operation and sale of the project known as Round Mountain Falls to Fifth Third Bank, a Michigan banking corporation, by that certain General Warranty

Deed in Lieu of Foreclosure recorded in Document Book 482 at Page 472 of the Office of the Register of Deeds for Transylvania County; and

WHEREAS, Fifth Third Bank, an Ohio banking corporation, as the successor in title, by corporate merger, to Fifth Third Bank, a Michigan banking corporation, conveyed certain lands located within the Development to Drake Rosman, LLC, a North Carolina limited liability company, together with all of its developer rights, all as more particularly set forth in (a) that certain Special Warranty Deed recorded in Document Book 534 at Page 115, and (b) that certain Non-Warranty Deed recorded in Document Book 534 at Page 120, in the Office of the Register of Deeds for Transylvania County (collectively, the “Drake Deeds”); and

WHEREAS, Fifth Third Bank joined with Drake and the Round Mountain Falls Property Owners Association in executing an Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for Round Mountain Falls recorded in Document Book 534 at Page 128, in the Office of the Register of Deeds for Transylvania County; and

WHEREAS, Drake joined with Old CCC Road, LLC, a South Carolina limited liability company, in executing an Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for Round Mountain Falls recorded in Document Book 624 at Page 768 in the Office of the Register of Deeds for Transylvania County; and

WHEREAS, Drake Rosman, LLC, a North Carolina limited liability company, has conveyed this day certain land within the Development to Premier Land Liquidators, LLC, a North Carolina limited liability company, and has transferred to Premier Land Liquidators, LLC all of its developer rights, all as more particularly set forth in that certain Special Warranty Deed from Drake to Premier, recorded simultaneously with this Amendment (the “Premier Deed”); and

NOW, THEREFORE, the parties hereto declare that the Declaration, as amended by said Supplemental Declarations and said Amendments, is hereby further amended as follows:

1. Simultaneous with the recording of the Premier Deed and this Amendment, Premier Land Liquidators, LLC shall become the “Developer” and “Declarant” under the Declaration.

2. Any capitalized term not otherwise defined in this Amendment shall have the meaning assigned to it in the Declaration. Except as otherwise amended by the above-described Supplemental Declarations and the above-described Amendments, and this Amendment, the Declaration shall remain in full force and effect, and shall run with the land and be binding upon the heirs, successors and assigns of the parties hereto.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Declaration, this the day and year first above written.

DRAKE ROSMAN, LLC,
a North Carolina limited liability company

By: *Brett M. Rudolph*
Name: Brett M. Rudolph
Title: Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

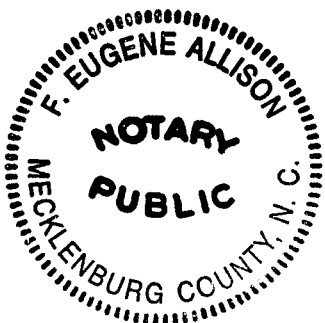
I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Brett M. Rudolph.

Date: July 31, 2015

F Eugene Allison
Official Signature of Notary

F. Eugene Allison
Notary's printed or typed name, Notary Public
My commission expires: 02-11-2017

(Official Seal)



PREMIER LAND LIQUIDATORS, LLC,
a North Carolina limited liability company

By: Pete Springs
Name: Pete Springs
Title: VP

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg
(Place of Acknowledgement)

I certify that the following person personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Vice President.

Date: July 31, 2015

Myra A. Holt
Official Signature of Notary

Myra A. Holt
Notary's printed or typed name, Notary Public
My commission expires: March 12, 2019

(Official Seal)

Myra A. Holt
Notary Public
Mecklenburg County, NC
My Commission Expires March 12, 2019