

2.277



I certify that this subject created a sub-
 division of the within the GEO of a
 County or Municipality that was estab-
 lished 1961-1969 (1961-1969) of IND.

 Robert E. Carmona, P.L.E. -3961

FILED Sep 21, 2020 11:08 am
BOOK 01380
PAGE 0938 THRU 0945
INSTRUMENT # 03207
RECORDING \$25.00
EXCISE TAX (None)

FILED
VANCE
COUNTY NC
CASSANDRA D. NEAL
REGISTER
OF DEEDS
JJS

STATE OF NORTH CAROLINA

COUNTY OF VANCE

PROTECTIVE COVENANTS AND
PRIVATE ROAD MAINTENANCE PROVISIONS
FOR
WATERSIDE PLACE
(THE "SUBDIVISION")

THIS DECLARATION OF PROTECTIVE COVENANTS AND PRIVATE ROAD
MAINTENANCE PROVISION made this the 21st day of September, 2020, by WILLIAM
K. RAND, III, RUTH R. WALDROP, VIRGINIA R. BOWMAN AND M. HAGER RAND
(the "Declarant" or Declarants);

WITNESSETH:

WHEREAS, Declarants are the owner of certain real property herein described
and desire to subject said real property to certain restrictive covenants and private road
maintenance provisions hereinafter set forth

NOW, THEREFORE, the Declarant hereby declares that the real property
hereinafter described is and shall be held, transferred, sold and conveyed subject to the
Protective Covenants and Private Road Maintenance Provisions, hereinafter set out. The
subject property is described as Lots 1 through 6 inclusive (specifically excluding Lot 7)
as shown on plat entitled "Survey for W. Kenan Rand, Jr. Heirs Owner - W. Kenan Rand,
Jr. Heirs", as prepared by Cawthorne & Associates, Registered Land Surveyors, P.A.,
dated August 21, 2020, as appears in Plat Book "Z," Page 277 in the office of the Register
of Deeds of Vance County ("Lot" or "Lots" or "Property").

The Protective Covenants and Private Road Maintenance Provisions are as follows:

1. LAND USE AND BUILDING TYPE. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage for not more than two cars, and one storage facility. Declarant reserves the right to approve a larger garage, barn or outbuilding if they, in their sole discretion, deem it compatible with the subdivision.
2. PRIOR APPROVAL OF IMPROVEMENTS. No dwelling, building, structure, outbuilding, fence, wall or other improvement of any nature whatsoever (except for interior alterations to existing structures not affecting the external structure or appearance of any improvements on any portion of the Lot) shall be constructed on any Lot unless and until the plans, specifications and location of such construction have been approved in writing by the Declarant or their duly Authorized Agent.
3. APPROVAL CRITERIA. Approval of the proposed plans and specifications shall be based upon compliance with the provision of these covenants, the quality of workmanship and materials, harmony of exterior design with the surrounding structures, locations of improvements with respect to topography and finished grade elevation, the effect of the construction on the natural tree growth and vegetation, and all other factors which in the sole opinion of the Declarant shall affect the desirability or suitability of the proposed improvements.
4. MINIMUM SQUARE FOOTAGE. No plans for a dwelling shall be approved unless the living area (heated floor area) exclusive of open porches, garages and patios, exceed 1,400 square feet for one story, and 1,600 square feet for two story (with a minimum of 1,000 square feet on the ground floor of the two-story dwelling) measured from outside wall lines (and excluding any square footage in a basement).
5. BUILDING LOCATION. No dwelling shall be erected, altered, or placed on any Lot closer than forty (40) feet from the margin of the right of way of the road granting access to said Lot, nor closer than twenty (20) feet from the side lines and no closer than twenty (20) feet from the rear line of the Lot [NOTE: notwithstanding the foregoing, there will be a zero (0) foot setback for property lines adjoining the property of the United States of America (Kerr Reservoir)]. For purpose of this paragraph, eaves, steps and cornices shall not be considered part of a dwelling.
6. MOBILE HOMES AND TEMPORARY STRUCTURES. No structure of a temporary character, including, tents, motorhomes, trailers and/or campers shall be used on any Lot at any time as a residence, either temporarily or permanently. No mobile home or "manufactured home," whether single wide, double wide, triple wide or any other width shall be placed upon any Lot except with the prior consent of the Declarant. "Manufactured Home," shall have the same definition as set forth in NCGS Section 143-145-7.

7. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the front and rear ten (10) feet of each Lot and five (5) feet on each side line unless shown in excess of such distance on the Plat, in which case the plat shall control. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the location and maintenance of utilities and drainage facilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the tract, except for the improvements for which a public authority or utility company is responsible.

8. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises, except signs which advertise a Lot or house for sale. No trade materials or inventories may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever shall be carried on upon any Lot.

9. PERMITTED ANIMALS. No animals, livestock, or poultry of any kind shall be raised or bred on any Lot, except dogs, cats, or any other normal household pets may be kept, provided (i) they are not kept, bred, or maintained for any commercial purposes, and (ii) they (dogs) are confined to the home or maintained in an appropriate fenced area [NOTE: All fencing shall be subject to the Declarant's prior approval as set forth Paragraph 2 hereinabove]; and (iii) they are not permitted to roam; and (iv) they shall not become an annoyance or nuisance to other Lot owners. No dangerous animal of any kind will be permitted in the Subdivision, nor will hog parlors or chicken houses be permitted on any Lot in the Subdivision.

10. SUBDIVIDING LOTS. No Lot shall be subdivided without the written consent of the Declarant, except that two lot owners may subdivide an unimproved Lot lying between them, but only one single-family residence shall be built on the combined original Lot and the subdivided portion of any Lot; provided further, that adjoining Lot owners may adjust their common property line by the sale or exchange of property between such Lot owners, so long as such sale or exchange is approved by the Declarant and conforms in all respects with the zoning ordinances of Vance County, North Carolina.

11. WATER SUPPLIES, SEWAGE DISPOSAL AND UTILITIES. No water supply for human consumption or sewage disposal system shall be permitted on any Lot unless the location, construction and design are in compliance with the requirements of the Vance County Health Department. All utilities serving the individual Lots shall be run underground at the expense of each individual Lot owner.

12. PARKING. Adequate off street parking shall be provided by the owner of each Lot for the parking of automobiles owned by such owner, and owners of Lots shall

not be permitted to park their automobile on the streets in the Subdivision. Owners of Lots shall not be permitted to park boats, trailers, campers and all other similar property on the streets in the Subdivision.

13. APPEARANCE. Each owner shall keep their building site free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance. In addition, any motor vehicle, other motor conveyance and/or boat not in a running condition must be removed from any Lot within thirty (30) days. No disabled, junked or dismantled motor vehicles and/or boat shall be allowed on any Lot.

14. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

15. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

16. SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement of such covenant or covenants in the future.

17. PRIVATE ROAD MAINTENANCE PROVISIONS. The Lots in the Subdivision are served by the sixty (60) foot private road, utility easement and thirty-foot (30) private lake access easement as shown on the Plat ("Waterside Lane"). All Lot Owners (including the owner of Lot 7) shall be entitled to utilize Waterside Lane for the purpose of ingress, egress and regress (and the running of utilities) from the Lot(s) to and from Daniel Boone Trail (State Road 1417) and to and from the Property of the United States of America Buggs Island Reservoir ("Kerr Lake; Tract Map M-1265). Each of the Lot owners (excluding Lot 7) in the Subdivision shall be deemed a member of an unincorporated Property Owners Association to be denominated as Waterside Place Property Owners Association (the "Association"). The costs of any repairs and maintenance for the Waterside Lane as contracted by a majority vote of the Lot Owners in the Subdivision (at an annual meeting to be held on the first day of May of each and every year in a place to be agreed upon by the Lot Owners) shall be assessed equally to all Lots in the Subdivision (excluding Lots owned by the Declarant) and shall be paid to the Association within thirty (30) days of assessment. Any sums levied by the Association that remain unpaid shall become a lien against the owner's Lot (and subordinate only to ad valorem taxes and mortgage liens) and may be collected by the Association through a civil action instituted for such purpose. Each Lot Owner (excluding the Declarant) in the Subdivision is hereby assessed an initial annual maintenance fee of \$1,200.00 to be

paid to the Association beginning on January the 1st of the year following the acquisition (and to be prorated during the year of acquisition) in quarterly installments of \$300.00 each being due January 1st, April 1st, July 1st and October 1st. The Association further reserves the right to increase the assessment as the same is necessary to repair and maintain Waterside Lane. To facilitate repairs and maintenance, Declarant reserves the right to have the annual maintenance assessment fee paid directly to them.

IN TESTIMONY WHEREOF, the Declarant has hereunto set their hands and seals the day and year first above written.

[See Attached Signature and Notary Pages]

IN TESTEIMONY WHEREOF, the Declarant has hereunto
set their hands and seals the day and year first above written.

[See Attached Signature and Notary Pages]
Attached to and made a part of the Protective Covenants
and Private Road Maintenance Provisions for Waterside
Place.



A handwritten signature in black ink, appearing to read "William K. Rand, III".

WILLIAM K. RAND, III

STATE OF VIRGINIA
COUNTY OF Norfolk

I, a Notary Public of county and state aforesaid, do hereby
certify that WILLIAM K. RAND, III, personally appeared
before me this day and acknowledged the execution of the
foregoing instrument.

WITNESS my hand and notarial seal, this 15 day of
September, 2020.

A handwritten signature in black ink, appearing to read "Carole E. [unclear]".

NOTARY PUBLIC

My Commission Expires. May 31, 2022

BK 01433 PG 1151

FILED Jun 21, 2023 12:16 pm	FILED
BOOK 01433	VANCE
PAGE 1151 THRU 1159	COUNTY NC
INSTRUMENT # 02207	CASSANDRA D. NEAL
RECORDING \$26.00	REGISTER
EXCISE TAX (None)	OF DEEDS
	CDN

STATE OF NORTH CAROLINA : SECOND AMENDMENT
COUNTY OF VANCE : TO
PROTECTIVE COVENANTS

Prepared by and Return to: Alison R. Cayton, Manning, Fulton & Skinner, P.A.
Post Office Box 20389, Raleigh, North Carolina 27619-0389

THIS SECOND AMENDMENT TO PROTECTIVE COVENANTS is made this 26th day of May, 2023 by William K. Rand, III, Emily Moody Shearin and Daniel Jake Ramsey, Michael C. McCloskey and wife, Nancy J. McCloskey, Dennis Pegram and wife, Kasey Pegram, and Al Kearney and wife, Cherrill Kearney, (collectively herein the "Owners");

WITNESSETH

WHEREAS the Owners are all the owners of Lots 1 – 6 as shown on that plat recorded in Plat File Z-277 Vance County Registry ("Lots 1 – 6"); and

WHEREAS William K. Rand, III is also the owner of Parcels 7A, 7B and 7C as shown on that plat recorded in Plat File Z-717 Vance County Registry (individually Parcel 7A, Parcel 7B and Parcel 7C and collectively "Lot 7"); and

WHEREAS Lots 1 – 6 are subject to those certain Protective Covenants and Private Road Maintenance Provisions for Waterside Place recorded in Book 1380, page 938, Vance County Registry (herein the "Protective Covenants"); and

WHEREAS, the Owners are members of the Waterside Place Property Owners Association, Inc. (the "Association"); and

WHEREAS, pursuant to Section 17 of the Protective Covenants, Lots 1 – 6 and Lot 7 are entitled to use Waterside Lane, which rights are more fully described in the Protective Covenants, and

WHEREAS, as members of the Association, the Owners desire to amend Section 17 of the Protective Covenants to redefine the boundaries of Waterside Lane, to expand membership in the Association, and to increase the number of members of the Association required to contribute to

the repairs and maintenance of Waterside Lane.

NOW THEREFORE, in consideration of the benefits to the Property, the Protective Covenants are hereby amended as follows:

1. Section 17 of the Protective Covenants are hereby deleted in its entirety and the following is inserted in lieu thereof:

17. PRIVATE ROAD MAINTENANCE PROVISIONS. The Lots in the Subdivision are served by that 2.617-acre parcel shown as "7B Existing 60' Private Road and Utility Easement" as shown on that plat recorded in Plat Book Z-717 Vance County Registry ("Waterside Lane"). Each of the Lot Owners and the owners of any Lot that is subdivided out of Parcel 7A shown in Plat Book Z-717, which also has frontage on Waterside Lane (the "7A Waterside Lane Lots") shall be entitled to utilize Waterside Lane for the purpose of ingress, egress and regress (and the running of utilities) from those Lot(s) to and from Daniel Boone Trail (State Road 1417). Each of the Lot Owners in the Subdivision, and the owners of the 7A Waterside Lane Lots, shall be deemed a member of a non-profit Property Owners Association to be denominated as Waterside Place Property Owners Association which shall be established in the office of the North Carolina Secretary of State (the "Association"). The costs of any repairs and maintenance for Waterside Lane as contracted by a majority vote of the members of the Association (at an annual meeting to be held on a date and in a place to be agreed upon by the Lot Owners) shall be assessed equally against Lots 1 - 6 and against the 7A Waterside Lane Lots. The costs shall be paid to the Association within thirty (30) days of assessment. Any sums levied by the Association that remain unpaid shall become a lien against the member's Lot (and subordinate only to ad valorem taxes and mortgage liens) and may be collected by the Association through a civil action instituted for such purpose. Each of Lots 1 - 6 and the 7A Waterside Lane Lots shall be assessed an initial annual maintenance fee of \$1,200.00 to be paid to the Association beginning on January the 1st of the year following the acquisition (and to be prorated during the year of acquisition) in quarterly installments of \$300.00 each being due January 1st, April 1st, July 1st, and October 1st. The Association further reserves the right to increase the assessment as the same is necessary to repair and maintain Waterside Lane. The obligations of Lot 7 in this Section 17 shall arise only at such time as Parcel 7A is further subdivided. Other than as expressly provided in this Section 17 and as necessary to enforce the terms of this Section 17, Lot 7 shall not be encumbered by the terms of these Protective Covenants.

2. The Lot Owners hereby release all rights, privileges, and easements that they have in that area designated as "30' Private Lake Access Easement" as shown on that plat recorded in Plat Book Z-277 and in that 0.489-acre parcel shown as "7C Existing 30' Private Lake Access Easement" as shown on that plat recorded in Plat Book Z-717 Vance County Registry. The owner of Lot 7 hereby holds all right, title and interest, in that area designated as "30' Private Lake Access Easement" as shown on that plat recorded in Plat Book Z-277 and in that 0.489 acre parcel shown as "7C Existing 30' Private Lake Access Easement" as shown on that plat recorded in Plat Book Z-717 Vance County Registry, unencumbered by any easement rights previously held by the owners of those lots described as Lots 1 - 6 in Plat book Z-277.

3. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Protective Covenants. Except as herein amended, the terms and conditions of the Protective Covenants shall remain in full force and effect.

[SIGNATURE ON FOLLOWING PAGE]

BK 01433 PG 1153

IN WITNESS WHEREOF, the undersigned, has hereunto set his hand and seal this
day of June 7, 2023, 2023.

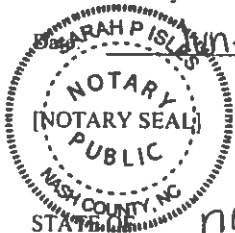
Owner of Lot 1

[Signature] (SEAL)
Emily Moody Shearin

[Signature] (SEAL)
Daniel Jake Ramsey

STATE OF NC :COUNTY OF Franklin :

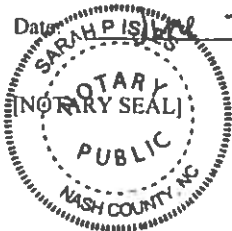
I certify that the following person personally appeared before me this day, acknowledging to me
that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity
indicated: Emily Moody Shearin.

Date June 7, 2023

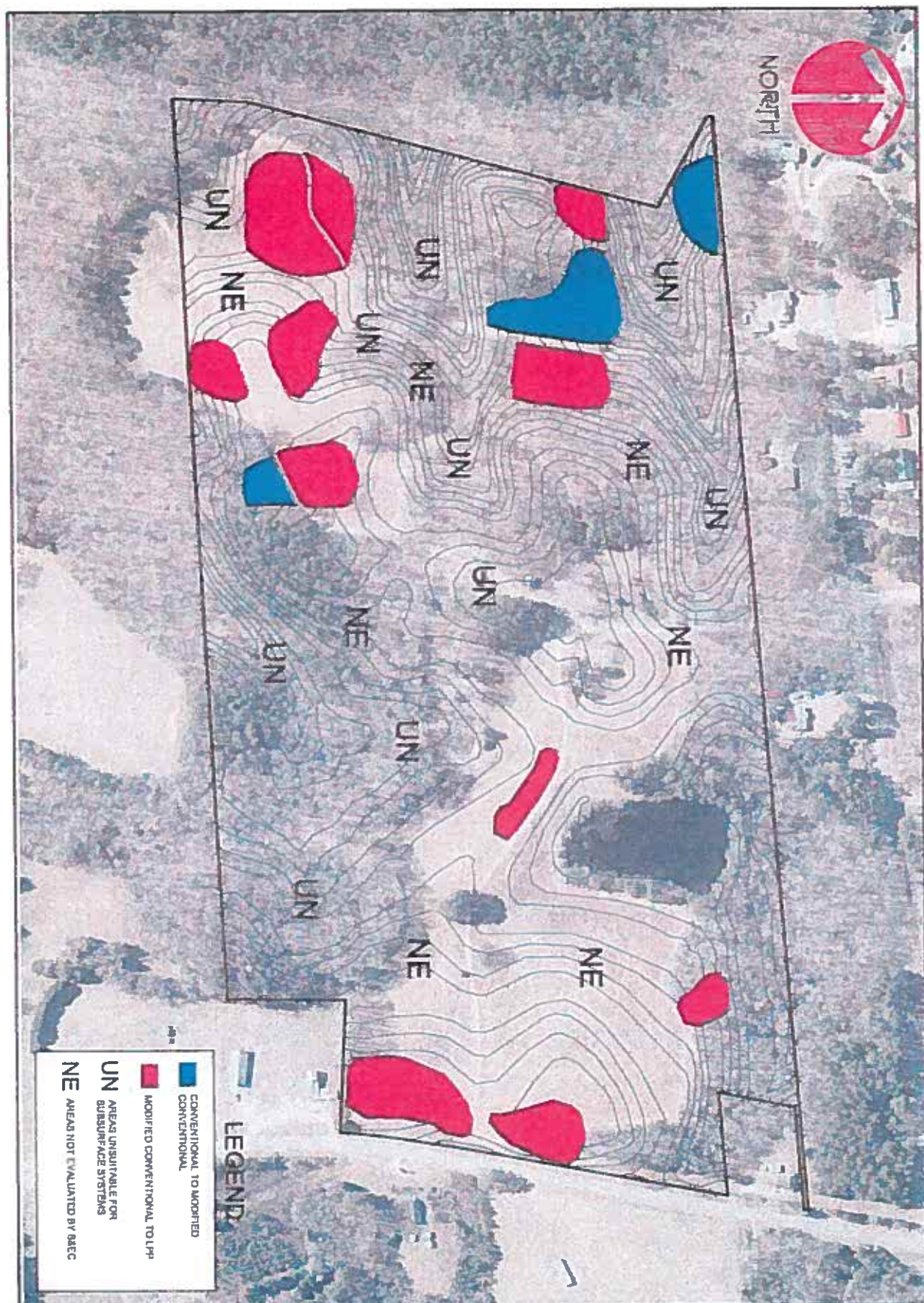
Notary Public: [Signature]
Printed Name: SARAH P. ISLES
My Commission Expires: 5/23/2027

STATE OF NC :COUNTY OF Franklin :

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: Daniel Jake Ramsey.

Date June 7, 2023

Notary Public: [Signature]
Printed Name: SARAH P. ISLES
My Commission Expires: 5/23/2027



S&EC

Soil & Environmental Consultants, PA

6412 Potts of Potts Rd, Suite 104 • Raleigh, North Carolina 27611 • Phone: (919) 846-8800 • Fax: (919) 846-8807
www.SandEC.com

Project:

SATTERWHITE POINT RD

Location:

VANCE CO., NC

Client:

NORTHGATE REALTY

Project Title:

SKETCH MAP

Project No.: 2014-01

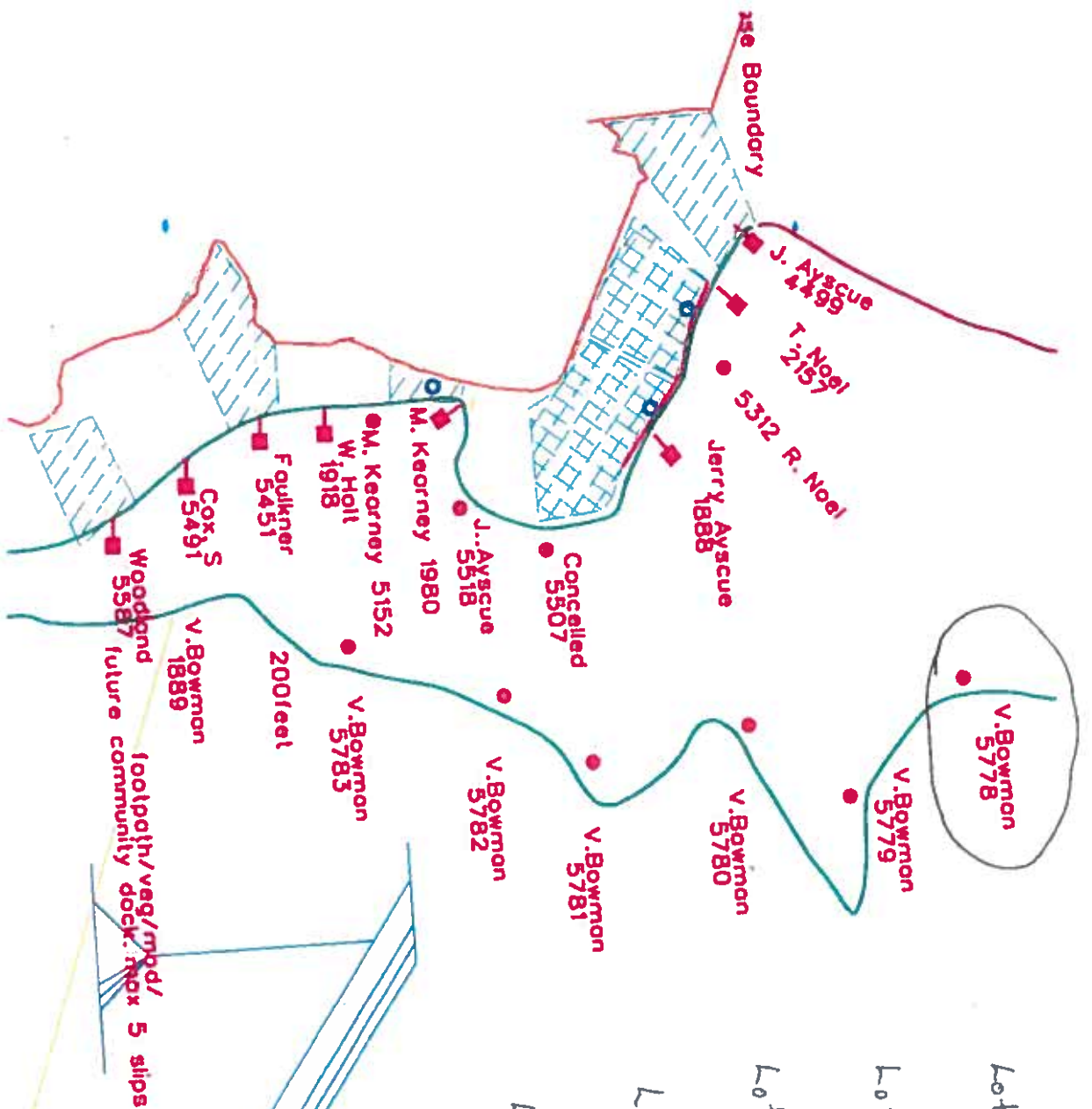
Project Manager: DW

Scale: 1" = 200'

Sheet No.

1 of 1

GPS co-ordinates



Lot 1	5778	N 36. 41287	W-078. 37971
Lot 2	5779	N 36. 41256	W-078. 37946
Lot 3	5780	N 36. 41711	W-078. 37944
Lot 4	5781	N 36. 41649	W-078. 37948
Lot 5	5782	N 36. 41419	W-078. 37961
Lot 6	5783	N 36. 41592	W-078. 37977
Lot 7	N 36. 41531	W-078. 37997	





Vance County Tax Parcel Viewer



Vance County Roads (Centerlines) Tax Parcels

