

FILED FOR RECORD
VANCE COUNTY, N.C.
CAROLYN R. PECORA
REGISTER OF DEEDS

RECORDED Jul 23, 2012
AT 01:45 pm
BOOK 01247
START PAGE 0897
END PAGE 0907
INSTRUMENT # 02816
EXCISE TAX (None)

**PREPARED BY: STAINBACK, SATTERWHITE & ZOLLIFFER, PLLC –
John H. Zollicoffer, Jr.**

**AMENDED
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
FOR
KERR LAKE FARMS**

The undersigned, constituting all of the owners of all of the properties included within Kerr Lake Farms as shown on plat recorded in Plat Book "Y" at Page 152, Vance County Registry hereby agree as follows:

That the Declaration of Covenants, Conditions, Easements and Restrictions recorded in Book 1247 at Page 0001 are hereby repealed and the following are hereby adopted as the AMENDED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR KERR LAKE FARMS:

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS (the "Declaration"), is made and entered into this 25th day of June, 2012 by **BULLOCK LAND, LLC**, a North Carolina limited

liability company (the "Declarant") with its principal office located at 23 Frank Bullock Road, Manson, North Carolina 27553.

WITNESSETH:

WHEREAS, the Declarant is the sole owner of certain property in Middleburg Township, Vance County, North Carolina, commonly referred to as "Kerr Lake Farms," which is more particularly described on Exhibit "A" attached hereto (the "Property"; and or "Lot" and/or "Lots"); and

WHEREAS, it is the desire and intention of the Declarant to impose on the Property restrictions, conditions, easements, covenants and agreements under a general plan or scheme of improvements for the benefit of the Property herein and the future owners thereof (the "Lot Owner" or "Lot Owners"); and

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each thereof, to wit:

1. **GENERAL USE COVENANTS:**

A. The Property shall be developed in accordance with a plan that complies with the applicable governmental zoning and subdivision regulations as described in the Vance County Subdivision Ordinance in effect at the time of initial development of the Property. A lot may only be subdivided with the approval of the Vance County Planning and Development Department (or its successor entity), if so required.

B. The Property, consisting of (13) lots shall be used for single family residential purposes only. However, a storage/shop building can be constructed on any Lot as long as it is not used for any commercial purpose with approval of the Vance County Planning and Development (or its successor entity), if so required.

C. Campers, manufactured homes, modular homes and/or stick built homes (the "Improvement") are allowed on the Lots for single family residential purposes so long as they comply with any applicable Vance County Planning and Development (or

its successor entity) restrictions or guidelines. Any plan for the clearing of trees within a 60 foot buffer zone adjacent to Shepherds Way or Mt. Pleasant Church Road or Johnnie Evans Road (other than for 20 foot wide driveways) must be submitted by the respective Lot Owner to the Declarant and must be approved in writing by the Declarant, its successors, assigns or legal agent.

D. No animal, livestock (including pet pigs but excluding horses [i.e. horses are allowed]), or poultry of any kind shall be raised or bred on any lot except for dogs, cats, or other household pets which may be kept provided they are not kept, bred, or maintained for any commercial purpose and provided they do not become a nuisance or annoyance to other Lot Owners.

E. No part of any Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and the same shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No accumulation of trash, garbage, rubbish or waste shall be permitted, and all Lots shall be kept in an orderly and sanitary condition at all times.

F. No automobile or equipment that is inoperable will be allowed to remain on any Lot and/or street for more than fifteen (15) days.

G. No billboards or signs (except those suitable for sale of Lot) shall be permitted or maintained on any Lot. Signs suitable for ownership/address signs or for sale of any Lot are expressly permitted.

H. No Lot Owner shall drive or park or permit any other person to drive or park any heavy equipment (including tractor trailers and trucks in excess of one ton) on any Lot unless the same are screened from public view; however, such vehicles may be parked on a Lot on a temporary basis during the construction of an Improvement on the Lot or for delivery or moving purposes.

I. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood.

J. No driveway may be installed on any Lot except with the approval by the North Carolina Department of Transportation; however, existing driveways with culverts

in place shall be allowed to be maintained on the Lots at their present location. To this end, the Lot Owner shall provide the North Carolina Department of Transportation with confirmation of the location of the driveway in order to obtain the required approval.

2. **ENFORCEMENT:** Enforcement shall be by proceeding at law or in equity, either to restrain violation or to recover damages against any Lot Owner by the Declarant or any other Lot Owner or future Homeowners Association for violation of any covenant or restriction set forth herein. Failure to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same.

3. **SEVERABILITY:** Invalidity of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

4. **DURATION:** These covenants are to run with the Lots and shall be binding on all parties owning the Lots and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded, after which time, said covenants shall be automatically extended for additional periods of ten (10) years, unless an instrument signed by three-fourths of the then owners of the similarly restricted Lots has been recorded in which it is agreed otherwise.

5. **UTILITY EASEMENTS:** The conveyance of all Lots is made and accepted subject to any easements and/or rights of way that may have been granted for power, lights, telephone lines, drainage facilities, water facilities and/or sewage facilities, or as shown on the recorded Plat of Kerr Lake Farms. In addition, the Declarant reserves the right to grant additional public utility easements and the right to install private utilities across any of the Lots, provided that said utility easements (public and/or private) do not interfere with an Improvement (existing or contemplated on any Lot). Lots fronting on Johnnie Evans Road and Mt. Pleasant Church Road may connect to the water service provided by the Vance County or Warren County, if available, at the expense of the Lot Owner.

6. **COMMUNITY DOCK:** The Declarant shall construct the Community Dock (the "Dock") with ten (10) individual boat slips (the "Slips") as shown on "Exhibit

B" attached hereto and incorporated by reference. Any Lot sold by the Declarant which includes the right to a Slip within the Dock shall be conveyed a Slip by a conveying agreement (which can be included in a deed) to be denominated "Boat Slip Agreement" which shall be recorded in the office of the Register of Deeds. No boat slip may be sold, assigned, rented, or leased separate and apart from a similar transaction involving a lot covered by these Covenants without the written permission of the Declarant (who can charge a reasonable fee for the same). All lot owners have the use of the boat dock for swimming, fishing, pick up or drop off by boat, but no owners other than those conveyed a boat slip may tie up a boat in any designated slip. No alterations, attachments or changes may be made to the Community Dock without written approval of Bullock Land, LLC. No bumpers, buoys or dock fenders may be attached to the dock other than at the existing deck cleats. Said attachments to be temporary and with rope only.

7. **LAKE ACCESS EASEMENTS:** Ten (10) foot lake access easements (the "Lake Easements") as shown on survey and plat entitled "Survey for Kerr Lake Farms Owner – Bullock Land, LLC" as prepared by Cawthorne & Associates, RLS, P.A., dated April 3, 2012 as appears in Plat Book "Y," Page 152, Vance County Registry (the "Plat") are reserved for the use of the Declarant and all Lot Owners, including the owners of any additional properties owned by the Declarant and subsequently annexed and conveyed subject to the Declaration. The Lake Easements herein reserved shall include all areas "outside" the Lake Easements which have been cleared by the Declarant which may meander outside the boundary of Lake Easements as a result of topography and/or drainage. No Lake Easement may be used for purposes of operating motorcycles, or any other vehicle that causes or could reasonably be expected to cause excess wear and tear on the Lake Easements. Golf carts and similar utility vehicles are expressly permitted to use the Lake Easement.

8. **MAINTENANCE OF THE DOCK AND LAKE EASEMENTS:** The Declarant and all subsequent Lot Owners agree to bear their pro-rata (i.e. per Lot) costs and the necessary expense to maintain the Dock and Lake Easements in an all weather state of good repair including but not specifically limited to maintenance and/or repair (the "Maintenance") of the Dock at a proper level as Kerr Lake levels rise and fall, the

costs of casualty and liability insurance (the "Insurance") covering the Dock and all other reasonable expense associated with the Maintenance of the Dock and the Lake Easements. Until all Lots have been sold, the Declarant shall be responsible for contracting for the Maintenance and Insurance as set forth in this Paragraph and for any decision regarding the need for Maintenance and the manner and extent of said Maintenance, and shall collect from the Lot Owners their pro-rata costs (i.e. per Lot) of said Maintenance on a quarterly basis (the "Assessment"). Once all the Lots have been sold or at such earlier time as in the Declarant's sole discretion is appropriate, the Declarant shall instruct the Lot Owners to form a non-profit association to be denominated "Kerr Lake Farms Association," which shall thereafter be charged with the responsibilities of Maintenance and Insurance of the Dock and the Lake Easements and shall collect from the Lot Owners their pro-rata (i.e per Lot) costs of said Maintenance and Insurance on a quarterly basis (the "Assessment"). Each Lot Owner's Assessment shall constitute a lien upon his/her or their Lot until such time as their Assessment has been paid.

9. **ANNEXATION OF ADDITIONAL PROPERTIES:** The Declarant reserves the right, in its sole discretion, to annex additional Lots on adjoining property owned by the Declarant. Thereafter, said lots shall be subject to the terms and conditions of this Declaration.

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IN WITNESS WHEREOF, the Declarant and the owners of all lots in the Kerr Lake Farms Subdivision covered by these documents have duly executed the foregoing Amended Declaration of Covenants, Conditions, Easements and Restrictions for Kerr Lake Farms effective the day and year hereinabove written.

**BULLOCK LAND, LLC, a North
Carolina limited liability company**

By: Ida Bullock Green (SEAL)
IDA BULLOCK GREEN,
Member/Manager

STATE OF NORTH CAROLINA

COUNTY OF VANCE

I, a Notary Public of county and state aforesaid, do hereby certify that **IDA BULLOCK GREEN** personally appeared before me and acknowledged that she is the Member/Manager of **BULLOCK LAND, LLC**, a North Carolina limited liability company and that she, as Member/Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

WITNESS my hand and notarial seal, this 23 day of July, 2012.

Kathie G. Adcock
NOTARY PUBLIC

My Commission Expires: May 13, 2015



IN WITNESS WHEREOF, the Declarant and the owners of all lots in the Kerr Lake Farms Subdivision covered by these documents have duly executed the foregoing Amended Declaration of Covenants, Conditions, Easements and Restrictions for Kerr Lake Farms effective the day and year hereinabove written.

**REEVES LAND ONE, LLC, a North
Carolina limited liability company**

By: Edward C. Reeves (SEAL)
EDWARD C. REEVES,
Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, a Notary Public of county and state aforesaid, do hereby certify that **EDWARD C. REEVES** personally appeared before me and acknowledged that she is the Member/Manager of **REEVES LAND ONE, LLC**, a North Carolina limited liability company and that she, as Member/Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

WITNESS my hand and notarial seal, this 23 day of July, 2012.

Kathie G. Adcock
NOTARY PUBLIC

My Commission Expires: May 13, 2015



IN WITNESS WHEREOF, the Declarant and the owners of all lots in the Kerr Lake Farms Subdivision covered by these documents have duly executed the foregoing Amended Declaration of Covenants, Conditions, Easements and Restrictions for Kerr Lake Farms effective the day and year hereinabove written.

Eugene A. Bullock (SEAL)
EUGENE A. BULLOCK

STATE OF NORTH CAROLINA

COUNTY OF Vance

I, a Notary Public of county and state aforesaid, do hereby certify that **EUGENE A. BULLOCK** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal, this 14 day of July, 2012.

Martina Y. Morgan
NOTARY PUBLIC

My Commission Expires: 7/14/14

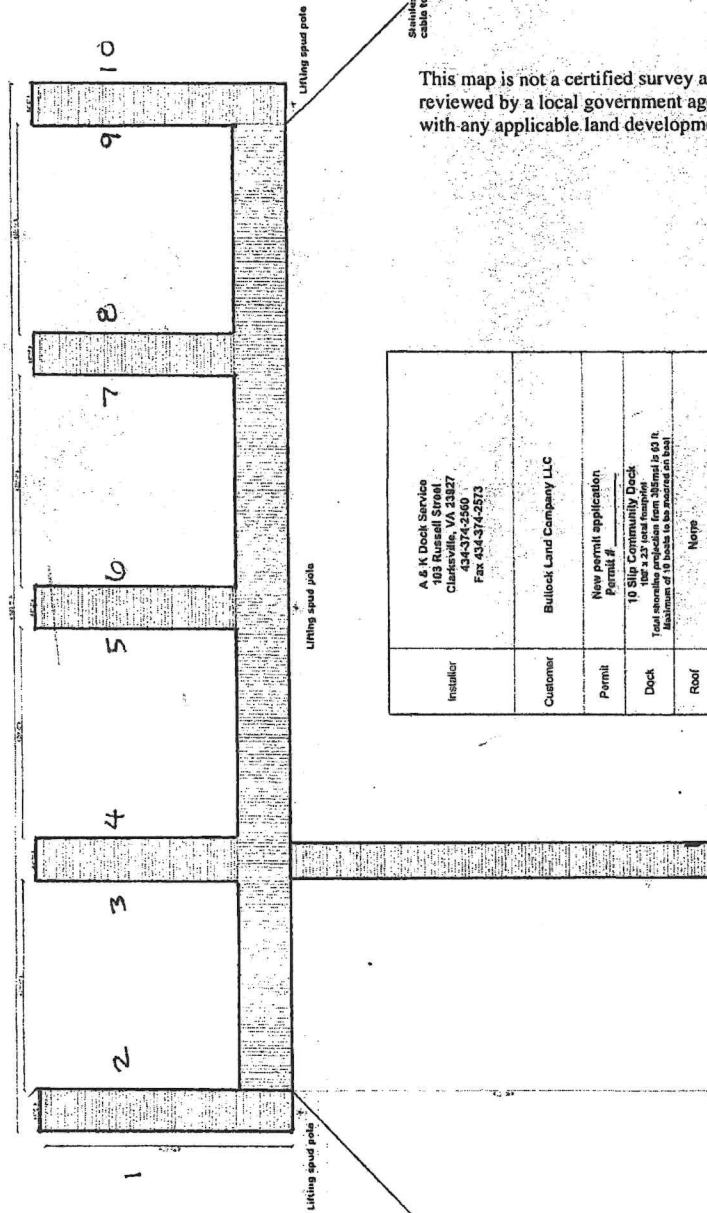


EXHIBIT "A"

Being Lots 2 through 14 as shown on survey and plat entitled "Survey for Kerr Lake Farms Owner – Bullock Land, LLC" as prepared by Cawthorne & Associates, RLS, P.A., dated April 3, 2012 as appears in Plat Book "Y," Page 152, Vance County Registry.

Provided, however, that the 1 acre lot sold to Eugene A. Bullock by deed dated June 26, 2012 and recorded in Book 1247 at Page 0009 shall not be subject to this Amended Declaration of Covenants, Conditions, Easements and Restrictions for Kerr Lake Farms.

EXHIBIT "B"



Installer	A & K Dock Service 103 Russell Street Clarksville, VA 23027 434-374-2500 Fax: 434-374-2513
Customer	Bullock Land Company LLC
Permit	New permit application Permit #
Dock	10 Slip Community Dock 10' x 22' (total length) Total perimeter of dock is 10' x 22' (total length) 10' x 22' (total length)
Roof	None
Walkway	40' x 30' Spanned with handrails
Anchoring	Three adjustable lifting spud poles with winches. 10" galvanized steel aircraft cable to sleep with winches (provided by dock).
Ranger	Cheryl Hoffman E.K. 02.22.12