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ELSIE R. WELDON
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THIS INSTRUMENT WAS DRAFTED BY WILLIAM T. SKINNER, IV,
ATTORNEY-AT-LAW

NORTH CAROLINA
WARREN COUNTY

THIS AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS,
(hereinafter referred to as this "Amendment") made this 8th day
of April, 2006, by the HARBOR LANDING HOMEOWNERS ASSOCIATION,
INC., a North Carolina non-profit corporation, with an office
in Warren County, North Carolina, (hereinafter referred as the
"HLHOA");

WITNESSETH:

THAT WHEREAS, the developer of the entire Harbor Landing
subdivision, the same being Carolina Waterfront Properties,
LLC, a North Carolina limited liability company, has heretofore
executed and recorded certain restrictive covenants which have
been imposed upon the various applicable lots which are located
in the greater Harbor Landing subdivision; and further, that
the foregoing restrictive covenants are recorded in the Warren
County Public Registry, as follows: a) in Deed Book 685, page
060; b) in Deed Book 685, page 067; c) in Deed Book 731, page
727; and d) in Deed Book 731, page 730, respectively, to which
reference is hereby had and made and as a part hereof; and

WHEREAS, the Harbor Landing subdivision is collectively
shown, designated and described on the following surveys and
plats which are recorded in the Warren County Public Registry,
as follows: a) in Plat Cabinet 1, Slide 137A, Plat 2; b) Plat
Cabinet 1, Slide 151A, Plat 4; and c) Plat Cabinet 1, Slide
176A, Plat 5, respectively, and any and all subsequent
amendments thereto and/or revisions thereof, to which reference
is hereby had and made and as a part hereof; and

WHEREAS, by that certain deed from Carolina Waterfront Properties, LLC, a North Carolina limited liability company, which is dated January 3, 2005, and recorded in Deed Book 808, page 787 of the Warren County Public Registry, all of the dedicated roads, streets and common areas in the Harbor Landing subdivision, subject to the reservations contained therein, have been heretofore conveyed to HLHOA, to which said deed reference is hereby had and made and as a part hereof; and further, by reason of the terms and provisions of the foregoing restrictive covenants, HLHOA is the entity which is authorized and empowered to enforce said restrictive covenants; and

WHEREAS, prior to April 8, 2006, and within the time permitted and allowed by the Bylaws of HLHOA, the foregoing restrictive covenants and applicable North Carolina law, HLHOA sent, or caused to be sent, written proxies and notices of the April 8, 2006 annual membership meeting to all of the members of the HLHOA, and in which said written proxies and said annual meeting notices certain amendments to the foregoing restrictive covenants were proposed in the form and manner which is set out in "Exhibit A" which is attached hereto and is made a part hereof by reference herein fully; and

WHEREAS, within the time allowed by law and the existing provisions of the existing restrictive covenants, the HLHOA received either written ballots and/or voice votes which represented the affirmative vote of 80.26% of its members owning lots in the Harbor Landing subdivision thereby approving the foregoing proposed amendments to the existing restrictive covenants; and further, that the results of this vote have been recorded in the corporate minutes of the HLHOA.

NOW THEREFORE, HLHOA hereby amends the above-referenced restrictive covenants which are applicable to all of the lots which are located in the Harbor Landing subdivision in the form and manner which is set forth in "Exhibit A" which is attached hereto and is made a part hereof by reference herein fully; and further, except as is herein expressly amended, the remaining original restrictive covenants governing the lots which are located in the greater Harbor Landing subdivision shall remain in full force and effect unless and until such time that any such remaining original restrictive covenants may be altered, deleted and/or otherwise amended in the form and manner as by law provided and as further allowed by the then existing restrictive covenants governing the lots which are located in the greater Harbor Landing subdivision.

**"EXHIBIT A" attached to Amendment To Declaration Of Restrictive Covenants
for the Harbor Landing Subdivision**

BK:00840 PG:0108

**DECLARATION OF RESTRICTIVE COVENANTS
OF
HARBOR LANDING**

THIS DECLARATION OF RESTRICTIVE COVENANTS OF HARBOR LANDING is made this ____ day of _____ by HARBOR LANDING Homeowners Association, Inc., hereinafter referred to as "Association" and any and all persons, firms or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration Of Restrictive Covenants of HARBOR LANDING, hereinafter "Restrictions".

WITNESSETH:

WHEREAS, the subdivision known as HARBOR LANDING is more particularly described by plat(s) thereof recorded in the following Plat Cabinet 1 Slide 137A and Plat Number 2 in the Office of the Warren County Register of Deeds to which reference is hereby made for a more complete description and plat(s) for additional phases made a part of this subdivision will be recorded at a later date; and

WHEREAS, said lots are so situated as to comprise a neighborhood unit and it is the intent and purpose of the Association to convey the aforesaid lots to persons who will erect thereon residences to be used for single-family purposes, subject to the provisions hereinafter set forth; and

WHEREAS, Association has acted to establish a general plan of development as herein set out to restrict the use and occupancy of the property made subject to these restrictions and the Declaration Of Covenants, Conditions And Restrictions of HARBOR LANDING and HARBOR LANDING Homeowners Association, Inc., hereinafter, "Declaration", recorded separately in the Office Of The Warren County Register Of Deeds for the benefit and protection of the property and for the mutual protection, welfare and benefits of the present and future owners thereof; and

WHEREAS, Association desires to provide for the preservation of the values of HARBOR LANDING made subject to these Restrictions and the Declaration and for the preservation and maintenance of the Common Property established by the Declaration and by the supplements thereto.

NOW THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Association declares that of the property described herein on above said recorded plat(s) is made subject to these Restrictions and the Declaration and 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 HARBOR LANDING as it now exist and is hereafter expanded and that such easements, restrictions, covenants and conditions shall burden and run with said property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors and assigns, having a right, title or interest in the properties now or hereafter subjected to these Restrictions and the Declaration, or any part thereof, and shall insure to the benefit of each owner thereof and the respective heirs, successors and assigns.

**PROPERTIES SUBJECT TO THESE RESTRICTIONS AND THE DECLARATION
AND ADDITIONS THERETO**

Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to these Restrictions and the Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in Warren County, North Carolina, and is shown on maps recorded in Plat Cabinet 1, Slide 137A and Plat Number 2 in the Office of the Warren County Register of Deeds.

GENERAL USE RESTRICTIONS

Association does hereby covenant and agree with all persons, firms or corporations hereinafter acquiring title to any portion of the Property that the Property is hereby subject to these restrictions as to the use thereof and do agree, publish and declare that title deeds hereinafter made by it to purchasers of the property shall be made subject to the Declaration and to the following Restrictions:

10. No trailer, truck, Van, modular home, mobile home, tent, camper, barn, garage, or other outbuilding or temporary structure parked or erected on lots in this subdivision shall at any time be used as a residence, temporary or permanently, nor shall any structure of a temporary character be used as a residence; provided, that this prohibition shall not apply to shelters used by contractors during the construction of the main dwelling house, it being clearly understood that these temporary shelters will not be permitted to remain on any lot after completion of construction. The Committee shall have the right to approve or disapprove these temporary construction shelters or vehicles they Committee upon approval of a temporary construction shelter or vehicle will issue a letter stating the length of time such shelter will be allowed to remain upon such lot and where such shelter is to be located upon such lot.

11. All homes constructed in HARBOR LANDING must be supplied with water for normal domestic use from individual privately drill wells, or from a public utility company, if available. Each individual owner shall locate the well drilled on such owner's lot so as to comply with all the government regulations regulating the minimum distance between such well and septic fields proposed or approved for owner's lot and all lots of joining such owner's lots. Before drilling a well, each owner must submit Plans to the Committee including without limitation, a building permit, a site plan locating the proposed building site, drainage and repair septic field and well site and obtain written approval from the Committee.

12. Exposed exterior walls composed of the following material shall be prohibited from HARBOR LANDING; concrete block, imitation asphalt brick siding, imitation asphalt stone siding, tar paper.

13. No noxious or offensive trade or activities shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No animals, reptiles or poultry of any kind, except dogs and cats and other indoor household pets. In addition, all barns, fences, outbuildings and structures of any kind must be approved in writing by the Architectural Review Committee prior to commencement of construction thereof. Each owner must see to it that all of the owner's dogs are kept on the owner's property unless leashed. No dog shall be permitted to roam the property and the Association may have strays and dogs that are not leashed and/or found off their owners a lot picked up by the government authorities. The throwing or dumping of trash, garbage, and waste material shall not be permitted. The interference of any stream or future waterways so as to cause pollution or stagnation in these waterways is prohibited. There shall be no excavation which does not pertain to the building or construction of a home. Bottled gas containers and oil tanks shall be screened from public view. There shall be no aboveground swimming pools, unless approved by the Committee.

14. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall not be kept, except in sanitary containers screen from view from all roads, all other lots, and from the Common Property provided that the Association, prior to the sale of such lot, and they use portions of such lot as a burial pit in accordance with government regulations.

15. In addition to the easements that are shown on the recorded plats of HARBOR LANDING, easements ten (10) feet in width along the lot lines of all lots are reserved by the Association for installation, repair, replacement and maintenance of utilities, including the right to keep said easements free and clear of all obstructions. An easement of twenty (20) feet is reserved for such purposes along the rear lines of all lots that do not join other lots or properties within HARBOR LANDING. As between the easements reserved by these Restrictions and the easements that are located in the same areas as shown on the record maps, the easements that are greater in width shall be the easements that are in effect. Driveways and culverts must not extend beyond the projected side lot line.

16. Prohibited items and material shall include but not be limited to the following:

- a. No outside clothes lines
- b. No satellite dishes unless concealed from view from all lots and open spaces. Satellite enclosures must be approved (prior to erection) by the Committee.
- c. No novelty type mailboxes (e.g. fish, bass, windmill, etc.). Mailboxes may not violate North Carolina Department of Transportation standards.
- d. No barbed-wire, chicken-wire or other metal-wire fencing material
- e. No free standing towers or antenna
- f. No asbestos shingles, tar paper, aluminum siding, imitation brick or stone or rolled siding, exposed concrete or concrete block may be used on the exterior of a dwelling unit or accessory building.
- g. No permanent signs allowed
- h. No flat roofs allowed on a dwelling unit.

17. There shall be no junk automobiles, junk of any sort, unserviceable vehicles, or salvage stored or placed or allowed to remain on or in any portion of this Subdivision. Unless located within enclosed garages, no large boat,

In the witness whereof, the Association has called this declaration of restrictive covenants of HARBOR LANDING to be duly executed this ____ day of _____.

HARBOR LANDING Homeowners Association, Inc.

By: _____
Secretary

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public Of The County And State at foresaid, certify that _____ personally came before me this day and acknowledge that he/she is the Secretary of HARBOR LANDING Homeowners Association, Inc., a North Carolina company, and that by authority duly given and as the act and deed of the said limited liability company the foregoing instrument was signed in its name by him her as its manager.

Witness my hand and seal this _____ day of _____, 1999.

Notary Public: _____

My Commission Expires: _____

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REGISTER OF DEEDS
WARREN COUNTY, NC
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COPY

BOOK - 685 PAGE 0067

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
HARBOR LANDING

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HARBOR LANDING AND HARBOR LANDING Homeowners Association, Inc., hereinafter referred to as "Declaration" is made this 14th day of December 1999 by CAROLINA WATERFRONT PROPERTIES, LLC, hereinafter referred to as "Declarant", and any and all persons, firms, of corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration.

WITNESSETH:

WHEREAS, Declarant is the owner of certain Property in Warren County, North Carolina known as HARBOR LANDING, of which is more particularly described by plat(s) showing lots 1437 inclusive; which is recorded in Plat Cabinet 1, Slide 1374 and Plat Number: 2 in the Office of the Warren County Register of Deeds to which reference is hereby made for more complete descriptions; and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the Property made subject to this Declaration for the benefit of the present and the future owners thereof; and

WHEREAS, Declarant intends to subject to this Declaration additional portions of HARBOR LANDING for the purpose of extending the general scheme of development to such additional Property and accordingly declares that HARBOR LANDING may be expanded to include additional property; and

WHEREAS, Declarant desires to provide for the preservation of the values of HARBOR LANDING as expanded hereby and hereinafter made subject to this Declaration and for the preservation and maintenance of the Common Property established by the Declaration and by the supplements hereto.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described on said recorded plats and all of the property hereinafter made subject to this Declaration by recorded supplements hereto referencing subsequently recorded plats, 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 HARBOR LANDING as it now exists and is hereafter expanded and that such easements, restrictions, covenants, and conditions shall burden and run with said real Property and their heirs, successors and assigns having any right, title, or interest in the Properties now or hereafter subjected to this Declaration or any part thereof, and shall inure to the benefit of each owner thereof and burden each owner's real Property that is subjected to this Declaration.

RIGHTS AND DUTIES OF THE ASSOCIATION AND PROPERTY OWNERS ASSESSMENTS

COPY

Section 1. Owner's Easements of Enjoyment.

The Declarant and, to the extent provided by this Declaration, every Owner shall have a right and easement of ingress, egress, and regress over the Common Property and over the roads within the Property, to be used in common with others, for the purpose of providing access to lot(s) owned or dwelling unit(s) owned by the owner for himself, his family, agents, licensees and invitees, and for his and their non-exclusive use and enjoyment of the Common Property, subject however to the limitations on such use and enjoyment of the Common Property as provided for in this Declaration. Every Owner, and the members of such Owner's family who reside with such Owner or are overnight guests of such Owner, shall have the right to use the recreational areas within the Common Property, subject however to such Owner paying when due the dues and assessments of the Association and abiding by all rules and regulations of the Association, including without limitation those governing the use of the recreational areas and the Common Property. Non-Owners shall only be entitled to use the recreational areas on such terms and conditions as the Association may select.

Section 2. Annual Assessments.

(a) The Association shall have the duty to repair, replace, and maintain all recreational areas and improvements located thereon, and all streets, roads, road right-of-ways, and other Common Property. The Association shall have the right, from time to time, to establish a reasonable assessment, which assessment shall be paid by each Owner in such periodic installments as the Association may determine, to be used to pay: (1) the operating and administrative expenses of the Association; (2) the costs of maintenance, upkeep, replacement and repair of all recreational areas, and improvements located thereon, and all streets, roads, road right-of-ways, and other Common Property; and (3) other expenses necessary or useful to maintain and operate the Association and the recreational facilities (including, without limitation, the procuring, maintenance and paying the costs of insurance related to the Common Property and of surety and other bonds related to the management of the Common Property and the Association). It is understood (by way of example and without limitation) that the assessment funds shall be used for such matters concerning Common Property as the following: maintenance, repair and replacement of improvements within the recreational areas, the seeding and re-seeding road right-of-ways and Common Areas, erosion control, repairing of road shoulders, surfacing, patching and resurfacing of parking lot and road pavement, placement of gravel, and planting and maintenance of shrubs, trees and seasonal flowers.

(b) The annual assessments may also be used by the Association for the purpose of adding to the recreational facilities.

(c) The annual assessment payable by each Owner shall be \$295.00 per lot per calendar year. The annual assessment shall be due and payable on January 31 of each year, commencing January 31, 2000, provided the board of directors may elect to permit payment in such installments and at such times as it shall determine. This assessment shall be deferred as to any lot purchased by a builder with the intent to build a house for resale to the public at large. This assessment will be payable as to any lot purchased by a builder who purchases a lot for the purpose of building a custom home under contract with the ultimate residents. This assessment will be prorated on a calendar year basis from the date title to each lot for which an assessment is payable is transferred to the Owner.

(d) The annual assessment may be increased or decreased by the board of directors of the Association without a vote of the membership to an amount not more than ten percent (10%) in excess of the annual assessment for the previous year. A majority vote of each class of voting members of the Association must approve an increase or decrease in the yearly assessment if the increase or decrease exceeds the assessment for the previous year by more than ten percent (10%).

(e) Annually the board of directors of the Association shall have determined and shall have given written notice to each Owner of the annual assessment affixed against each owner for the immediately succeeding calendar year.

*Home Construction Guidelines
Harbour Landing Homeowners Association
Page Two*

NOTE: The Architectural Review Committee has particular concerns that the community have a consistent streetscape and quality of design (façade, material, etc.). In order to maintain a "planned look" for the community and preserve the esthetic integrity of the community, the Association may at times place a temporary moratorium on any particular style of design until the community is brought back into balance. The committee reserves the right to reject any house plans not acceptable to this code.

18. A \$500 Road Bond is required when house plans are submitted (check payable to Harbour Landing Homeowners Association, Inc., by either the builder or the Owner.) This bond is refundable upon completion of home construction, if road pavement and road shoulders near and in front of the subject lot are maintained, throughout the construction process, in the same good condition as they were in when construction began. (NOTE: This can be in your contract with your builder – require him to place the bond and be responsible for the actions of his subcontractors.) This bond is intended to ensure the Homeowners Association from unnecessary road repairs caused by careless contractors, and also to ensure proper reseeded, clean up, etc. of rights-of-way and drainage swales.
19. The property owner is responsible for placing and maintaining a stone driveway to facilitate the delivery and distribution of building materials at a centralized staging area on the subject lot. No materials of any nature are to be unloaded or stored in the road or road rights-of-way. This driveway is to be used before and during construction, to minimize damage to the roads and shoulders of the roads caused by the repeated parking of vehicles, heavy equipment and trucks. During construction and after completion of construction, a Homeowners Association representative will inspect the roads and road shoulders near and in front of the subject property. The owner will be responsible for any necessary repairs.
20. Upon final completion of home construction, landscaping, proper installation of a concrete driveway culvert paving of driveway as approved and the installation of the approved mailbox, the homeowners should request an inspection from the Homeowners Association. If there is no damage to roads or shoulder of the roads, the \$500 road bond will be refunded.
21. Only the mailbox approved by the Architectural Review Committee may be used and it must be installed according to US Postal regulations. This information will be sent to you with your approval letter or you may contact the Harbour Landing Homeowners Association, Inc. at 704-847-6006 – ext. 234 for this information.
22. Once house plans are approved, the foundation must be staked out and an inspection ordered and approval of location given prior to construction beginning. Please call Homeowners Association for this inspection.
23. You must submit several snapshots taken from the road side and several snapshots taken from the approximate center of the lot facing the rear of the lot or toward the lakeside of the lot showing the entire width of the lot and its vegetation and trees.
If you own a waterfront lot, please take several snapshots from the lake side toward the lot showing the entire width of the lot along the shore line and its vegetation and trees.

06-2002