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WARREN COUNTY, NC
ELSIE R. WELDON
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END PAGE 0288
INSTRUMENT # 01537

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SANDY PLAINS HOMEOWNERS ASSOCIATION**

(Modified this date: 1/13/2005)

STATE OF NORTH CAROLINA
COUNTY OF WARREN

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Sandy Plains Homeowners Association, a North Carolina unincorporated association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" or "Properties" shall mean and refer to that certain real property known and described as Lots 1 through 21 (excluding Lot #5) of Sandy Plains Subdivision, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of Sandy Plains Subdivision.

Section 5. "Declarant" shall mean and refer to New Branch Home & Land, LLC, its successors and assigns if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 6. "Board of Directors" means those persons elected or appointed and acting collectively as the Directors of the Association.

Section 7. "Bylaws" means the bylaws of the Association as they now or hereafter exist.

Section 8. "Common Expenses" shall mean and include: (a) all sums lawfully assessed by the Association against its members; (b) expenses for maintenance of the streets as provided in this Declaration; and, (c) other expenses agreed by the members to be common expenses of the Association.

Section 9. "Member" shall mean and refer to every person who is a member of the Association.

Section 10. "Person" shall mean and refer to any individual, Corporation, Partnership, Association, Trustee or other legal entity.

Section 11. "Home" shall mean and refer to a dwelling or place of residence constructed upon a lot within the property.

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ARTICLE II ESTABLISHMENT

Section 1. There is hereby created the Sandy Plains Homeowners Association. Declarant shall be the initial and sole director of the Association until fifty (50%) percent of the lots in the subdivision are sold.

Section 2. Once fifty (50%) percent of the lots in the subdivision have been sold by Declarant, Declarant shall hold a meeting of all Owners, upon ten (20) days written notice to Owners at their last known address.

Section 3. At said meeting, the Owners shall elect new Board of Directors consisting of five (5) persons, as well as a President, Vice President, Secretary and Treasurer for the Association. All Officers and Directors must be Owners.

Section 4. Declarant shall no longer be a Director of the Homeowners Association. Declarant shall, at that time, release to the new Board of Directors of the Association, any funds available that have been collected pursuant to the provisions herein, but not yet expended, and all records and bookkeeping related thereto.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment, including purchasers under land sale contracts, but excluding persons who hold an interest merely as security for the performance of any obligations, shall be a member of the Association, and shall be entitled to vote. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Owners of lots in Sandy Plains Subdivision shall be entitled to one (1) vote per lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE IV COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owner, for each lot owned, by the acceptance of a deed or the signing of a Land Sales Contract therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property at the time when the assessment is due. The personal obligation for delinquent assessments shall pass with ownership of the lot to successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the lot owners and for the improvement and maintenance of the streets and street lighting, and the enforcement of these covenants and rules of the Association.

Section 3. Initial Assessment. The initial annual Assessment per lot shall be an amount as determined by the Association once the officers are elected; however, this amount shall not be less than

\$100.00 (One hundred dollars) per year, and shall subsequently be placed into an account to be monitored by the Board of Directors. All subsequent Assessments shall be determined by a vote of two-thirds (2/3) of the Board of Directors. Neither the Developer nor his assigns shall be required to pay any Assessments for lots that remain unsold, unrented or unoccupied.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Board of Directors. Neither the Developer nor his assigns shall be required to pay any Assessments for lots that remain unsold, unrented or unoccupied.

Section 5. Uniform rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or annual basis on a per lot basis, as the Board may determine.

Section 6. Date of Commencement of Annual Assessments: The annual assessments provided for herein shall commence as to all lots on the first day of January following the conveyance of the lot from Declarant to Owner. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be January 1 of each year unless otherwise established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property or proceed in any other manner allowed by law.

Section 8. Subordination of the lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessments lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due from the lien thereof.

Section 9. Lots not subject to money Assessment. Lots 1 and 2, which front only on State Road 1135, shall not be subject to any road assessments or fees, but shall be subject to all building uses and restrictions as outlined below.

Section 10. Responsible Party for Maintenance of Roads. Once the Association has been formed with all officers being duly elected, the road system shall be maintained by the Association using money provided as above. Until such time, the developer shall take care of the roads and keep them in good condition. Any damage to the road that is the result of the negligence or willful act of an owner or his family, agent, servant, or employee, shall be the sole responsibility of said lot owner. Said lot owner agrees to perform any such repairs at his own expense within a reasonable time, but not in excess of 30

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days after written notice of such damages shall have been sent to him from the Developer, his assigns, or the Association.

Section 11. Private Road. The gravel road serving the subdivision will remain private unless the owners choose to spend the money to upgrade it, as may be the case. If in the future the owners decide to request that N.C. Department of Transportation accept the road into its system, it is understood and agreed by the owners that this will require paving, and possibly other upgrades, that will be the sole responsibility of the owners of Sandy Plains Subdivision.

ARTICLE V BUILDING AND USE RESTRICTIONS

Section 1. All lots shall be used for residential purposes only, with only one home being allowed per lot. No singlewide or doublewide homes shall be allowed on the land. Frame homes shall be allowed provided they are 1000 square feet or more. Modular homes shall be allowed only if permitted by the developer or his assigns, and this permission must be in writing to be valid. No temporary structures such as tents, campers and the like shall be placed upon the land for any form of habitation or storage whatsoever. All sheds shall be composed of standard, attractive building materials and shall be placed to the side or rear of the home.

Section 2. Except as explained below, no animal, livestock (including pet pigs), 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 the other lot owners. One horse per acre (rounding up) shall be allowed only on lots 12 through 21. Horses may be allowed on the same per acre basis on the remaining lots, provided the lots are adjacent to each other and combined under the same ownership, and further provided this is authorized in writing by the Developer. No loud, repetitive noises or noxious activities shall be allowed, this is to include animals, music, excessive gunfire (i.e. daily target practicing) and other such annoyances.

Section 3. All homes and yards shall be kept and maintained in a clean and attractive manner. No junk or scrap materials and the like shall be allowed. Any materials intended for future construction shall be stored in a shed or garage as allowed herein. In addition, no unlicensed vehicles shall be allowed to remain on said land for more than 15 days unless housed in an appropriate shed as herein allowed. All trash and household waste shall be temporarily stored in industry standard containers, and the trash shall be timely disposed of in a manner as authorized by the county only. No burning or burying of trash whatsoever shall be allowed.

Section 4. No further subdivision of these tracts shall be allowed, except that lots may be recombined as allowed by county regulations, provided no more than one home per lot is the result thereof.

Section 5. Driveway pipes shall consist of materials only as accepted by the N.C. Department of Transportation. Gravel of not less than 3 inches shall cover said pipes and shall lead to each home site. At no time shall muddy driveways and yards be acceptable. Grass shall immediately be sown on all disturbed areas and shall be expected to grow within 2 months of said land disturbance. Pipes, ditches and yards shall be kept free of weeds and debris at all times.

Section 6. Unless unusual topographical or other conditions exist, and unless prior written permission from the Developer or his assigns is obtained, all homes shall face the road upon which the lot fronts. Corner lots on the state road shall face the state road.

Section 7. Adequate off street parking shall be provided for the parking of all vehicles. No parking shall be permitted at any time on the road serving the lots. Notwithstanding moving vans, no tractor-trailer rigs or trucks exceeding one ton shall be allowed to operate or park within the subdivision. Off-road vehicles such as 4 wheelers and dirt bikes shall be parked to the rear of all lots and shall not be allowed to operate within the subdivision.

Section 8. No temporary or above ground swimming pool in excess of 100 square feet shall be permitted on any lot unless the plans for same are approved in writing by the developer or his assigns. Fuel tanks shall be placed to the side or rear of the property. In addition, notwithstanding common residential real estate "for sale" signs, no sign shall be allowed on any lot unless the same is approved in writing by the developer or his assigns.

SECTION VI EASEMENTS

The following portions of the property described as Sandy Plains Subdivision shall be subject to the following easements or rights of way:

1. All front lot lines shall have a 20 foot drainage and utility easement. All side lot lines likewise shall have a 10 foot easement on both sides of the line. All back lot lines shall have a 15 foot drainage and utility easement.

2. The Developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of street lighting, which requires a continuing monthly payment to Carolina Power and Light Company by each residential customer.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these provisions shall not affect any other provisions herein which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive ten (10) periods. This declaration may be amended in writing with the approval of seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 4. Conflicts. In the event of irreconcilable conflict between the Declaration and the Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, the Developer has set his hand and seal this 13TH day of JANUARY, 2005.

M. F. Darden MBR/ma

M. F. Darden Member/Manager of New Branch Home & Land, LLC (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

I, Wendy A Kolbe, a Notary Public, do hereby certify that M. F. Darden, Member/ Manager of New Branch Home & Land, LLC, a Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company. Witness my hand and notarial seal, this the 13TH day of JANUARY, 2005.



Wendy A. Kolbe
Notary Public

2/22/06
My Commission Expires

The forgoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Register of Deeds for Warren County

By _____ Assistant Register of Deeds

NORTH CAROLINA - WARREN COUNTY
The foregoing certificate(s) of
WENDY A KOLBE

Notary Public is (are) certified to be correct.
Duly registered this date and hour shown
on the first page hereof.

ELSIE R. WELDON
Register of Deeds

By Elsie R. Weldon

Register of Deeds

FILED	
WARREN COUNTY NC	
YVONNE D. ALSTON	
REGISTER OF DEEDS	
FILED	Nov 28, 2023
AT	01:58:40 pm
BOOK	01131
START PAGE	0229
END PAGE	0231
INSTRUMENT #	02684
EXCISE TAX	(None)
LNN	

Prepared by and return to McFarlane Law Office, PA, P.O. Box 127, Louisburg NC 27549

NORTH CAROLINA
WARREN COUNTY

AMENDMENT AND RESTATEMENT OF
PROTECTIVE COVENANTS

NOW COME Greenstone Investments, LLC and Joel A. Castro Bonilla, collectively "Lot Owners", pursuant to the provisions of the Declaration of Covenants, Conditions and Restrictions, Sandy Plains Homeowners Association, dated 1/13/2005, and filed in the Office of the Register of Deeds of Warren County, North Carolina in Book 795, page 283, and hereby amends and restates said Protective Covenants, as follows:

WITNESSETH:

WHEREAS, New Branch Home and Land, LLC, as original developer and declarant, filed the above-referenced Declaration of Covenants, Conditions and Restrictions, Sandy Plains Homeowners Association for the property described therein as Lots 1 through 21 (excluding Lot #5) of Sandy Plains Subdivision, as the same are shown on that certain map or plat recorded at Plat Cabinet 1, Slide 108A, plat 16, Warren County Registry; and

WHEREAS, said Declaration of Covenants, Conditions and Restrictions, Sandy Plains Homeowners Association provides in Article VII, Section 3, that they may be amended by written instrument signed by 75% of the Lot Owners; and

WHEREAS, the undersigned are the owners of at least 75% of the Lots in Sandy Plains Subdivision which are currently subject to said Declaration of Covenants, Conditions and Restrictions, Sandy Plains Homeowners Association;

NOW, THEREFORE, the undersigned Lot Owners hereby declare that the real property described as Lots 1 through 21 (excluding Lot 5) of Sandy Plains Subdivision, located in Warren County, North Carolina is and shall be held, transferred, sold and conveyed subject to the following Amendment:

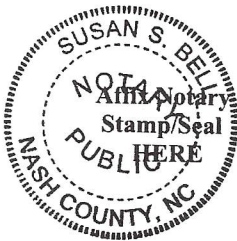
1. Article V, Section 1 is hereby amended to read as follows: Section 1. All lots shall be used for residential purposes only, with only one home being allowed per lot. No singlewide mobile homes shall be allowed on any lot. Stick-built or site-built homes, modular homes, and doublewide mobile homes are permitted, provided they are placed on permanent masonry foundations, and any existing DMV title be properly retired such that the home is considered real property. No temporary structures such as tents, campers, RVs and the like shall be placed upon any lot for use as a place of habitation or storage. All sheds, carports or other outbuildings shall be composed of standard building materials which are consistent in quality and appearance with the materials of the home on said lot, and shall be placed in the rear yard or on the side yard, behind the front edge of the home.
2. The remaining provisions of the Declaration of Covenants, Conditions and Restrictions, Sandy Plains Homeowners Association of record at Book 795, page 283, Warren County Registry not amended herein remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Lot Owners have caused this instrument to be signed and sealed, this the 20 day of November 2023.

OWNER OF LOTS 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 19, 20 & 21
GREENSTONE INVESTMENTS, LLC

Clay Wilson (seal)
Clay Wilson, Managing Member

Mark Keith (seal)
Mark Keith, Managing Member



STATE OF NORTH CAROLINA, COUNTY OF Nash
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she signed the foregoing document [**print name(s)**]:

Clay Wilson & Mark Keith, as Managing Members of Greenstone Investments, LLC

[Signature]
Notary Public Signature

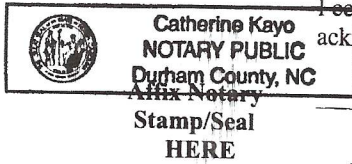
Date of Notarization: 11/20/23

My commission expires: 6/11/27
(date)

Print Notary Name Here _____

OWNER OF LOTS 15, 16 & 17

 (seal)
Joel A. Castro-Bonilla



STATE OF NORTH CAROLINA, COUNTY OF Durham

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she signed the foregoing document [print name(s)]:

Joel A. Castro-Bonilla

Date of Notarization: 11/17/2003


Notary Public Signature

My commission expires: 03/09/2008
(date)

Print Notary Name Here =====>

Catherine Kayo