

FILED
WARREN COUNTY, NC
ELSIE R. WELDON
REGISTER OF DEEDS

FILED Jan 23, 2007
AT 12:01:11 pm
BOOK 00840
START PAGE 0105
END PAGE 0112
INSTRUMENT # 00243

BK:00840 PG:0105

ADW

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 to 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 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.

IN WITNESS WHEREOF, Harbor Landing Homeowners Association, Inc., a North Carolina non-profit corporation, has caused this instrument to be executed in its name by its Treasurer, all by authority of its Board of Directors duly given, as the act and deed of said corporation, on the day and year hereinafter set forth in the notary acknowledgment for said corporation.

HARBOR LANDING HOMEOWNERS
ASSOCIATION, INC.

By: Ralph H. Leyrer, Jr.
TREASURER

COMMONWEALTH/STATE OF NC
CITY/COUNTY OF Wilmington

I, Barbara H. Aycock, a Notary Public of the Commonwealth/State and City/County aforesaid do hereby certify that RALPH H. LEYRER, JR. personally appeared before me in my jurisdiction aforesaid and acknowledged that he is the Treasurer of HARBOR LANDING HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, and that, by the authority duly given and as the act and deed of said corporation, the foregoing and annexed instrument was signed in the name of said corporation by him as its Treasurer. Witness my hand and official stamp or seal. This the 22nd day of January, 2007.

Barbara H. Aycock (SEAL)
NOTARY PUBLIC

My Commission expires: 02-13-2010.



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:

1. Except as otherwise provided in these Restrictions, the lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling and related structures incidental to the residential use of the lot, such as garages and which otherwise comply with these restrictions, except that Association reserves the exclusive right, to construct a roadway over any lot owned by it in order to grant access to other property acquired by Association and in such cases the remainder of any such lot not used for the roadway shall still be subject to these restrictions.

2. In all cases, a single-family dwelling (with or without accessory buildings) will be the first construction on a lot. Each single-family dwelling shall have an enclosed, heated living area (exclusive of open porches, basements, garages, and other unheated spaces) not less than One Thousand Eight Hundred (1,800) square feet if fronting on Lake Gaston and One Thousand Six Hundred (1,600) square feet otherwise. No dwelling unit may exceed 2 ½ stories above the ground (excluding the basement). The design, location, and construction of all improvements on each lot (regardless of when such improvements are made) and the landscaping of each lot must be approved in advance by the Architecture Review Committee hereinafter referred to as the "Committee", which Committee is established pursuant to the Declaration.

3. All improvements to the lot must comply with Warren County setback requirements or those set out in the recorded plat.

4. More than one lot (as shown on said plat(s)) or portions thereof, may be combined to form one or more lots by (or with the written consent of) Association, its successors and assigns. No lot may be subdivided by sale or otherwise, except by (or with the written consent of) Association, its successors and assigns. Upon combination or subdivision of lots, the building line requirements prescribed herein shall apply and the easements reserved herein shall be applicable to the rear, side, and front lot lines of such lot as combined or subdivided. The resulting building site and structures erected thereon must otherwise comply with these Restrictions and the new property line of the resulting building site shall be used to compute the setback lines as set forth herein.

5. All connections of private driveways to HARBOR LANDING road system, and all connections of private easements and right-of-ways to that road system shall be constructed and maintained in accordance with the rules, regulations and specifications as approved by the Architectural Review Committee of HARBOR LANDING Homeowners Association, Inc.

6. There shall be no signs, fencing, or parking permitted within the road right-of-way.

7. No construction of any kind, including without limitation a fence, wall, pool, outbuilding, driveway, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained or altered on any lot or combination of contiguous lots until the Complete Construction Plans (hereinafter "Plans") are approved in writing by the Committee or its designated agents. The Committee's refusal or approval of Plans may be based upon purely aesthetic considerations, which in its sole discretion the Committee shall deem sufficient but approval shall not unreasonably be withheld. One complete copy of all Plans and related data shall be furnished to the Committee for its records. The Committee has up to 45 days to review a complete set of Plans. The Committee will respond in writing to all Plan submissions.

8. Construction of new residential buildings shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a lot and remodeling or converting the same into a dwelling unit in the subdivision, except however, declaration to mobile offices provided for herein below.

9. With the exception of construction which is interrupted or delayed due to physical damage to the work in progress (such as damage due to fire, lightning, windstorm, hail, riot or civil commotion, explosion, or theft), any dwelling constructed upon a lot must be completed within one (1) year subsequent to commencement of construction, except with the written consent of Association, its successors or assigns, or, if the Association so designates, by the Committee. The nominal period of completion time for outbuildings or other improvement shall be presumed to be four (4) months from the issue date of building permit. In the event that completion of the dwelling, outbuildings, or other improvements on any lot is not complete within one year, and it is determined that construction progress has diminished to such an extent that completion of the dwelling, outbuildings, or other improvements is unlikely within 120 days, HARBOR LANDING Homeowners Association, Inc., hereinafter referred to as the Association, will be advised of this determination. The Association shall then have the right to give notice to the owner that the owner has the obligation, within 30 days, to complete the removal of the construction work in progress, including without limitation, the foundation and all building improvements and all stored building materials, and fill and grade a lot so that it is restored to its natural grade level, and the Association shall have the right to undertake this work upon owner's failure to do so and charge the cost to the owner and place a lien upon the lot upon owner's failure to pay these charges.

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,

boat trailer (over 28 feet in length), travel trailer, motor home, tractor-trailer truck, or any other such vehicle shall be kept or maintained or located upon any lot unless and except with prior approval of the Committee. Other boats and/or boat trailers (less than 23 feet in length) must be stored behind the building setback line. No vehicles that are disabled or under repair shall be kept upon any lot unless located within enclosed garages. Unlicensed automobiles, including antique cars, if present must be stored out of site in a garage. Large trucks shall not be parked on a regular basis within this Subdivision. No lot shall be used for storage of building materials without prior approval of the Committee. Large trucks shall be defined as any non-passenger vehicle larger than a pickup truck.

18. No billboards or signs of any description shall be displayed upon any lot with the exception of those approved by the Association or if the Association designates, by the Committee. The Association reserves the right to place and maintain appropriate development signs at the entrance to this Subdivision. All sign colors must be approved by Association, or if Association so designates, by the Committee. Association also reserves the right to erect and maintain signs designating streets, boat landings, recreational areas, and any other sign that will aid in the development of HARBOR LANDING.

19. No site preparation of any kind is allowed in Subdivision unless first approved by the Committee. Except within the building site or within 20 feet of the main dwelling, no trees of any kind in excess of 6 inches in diameter at ground level may be removed from any lot without prior approval of the Committee.

20. In definitions: reference to "Subdivision" in this document is intended to refer to Phase I of HARBOR LANDING consisting of one sheet in the Warren County Registry. Reference to Association in this document is intended to refer only to "HARBOR LANDING Homeowners Association, Inc".

21. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this subdivision other than the Property that is subjected to these restrictions. The Property herein described is also made subject to The Declaration of Covenants, Conditions and Restrictions of HARBOR LANDING and HARBOR LANDING Homeowners Association, Inc. recorded separately, which Declaration is incorporated herein by reference.

22. Enforcement of these Restrictions may be at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction herein contained. In the event of enforcement of these restrictions at law or in equity and a violation hereof is judicially determined, then the violator shall be assessed with the costs of such action, including without limitation reasonable attorney fees.

23. Association and purchasers of lots and HARBOR LANDING understand that the vesting of rights related to proposed piers, docks, boat access ramps, floats, boathouses or disturbances of the shoreline buffer is subject to the terms and conditions set out by Dominion Generation or its assigned. Permits must be obtained from Dominion Generation. Zoning and building permits are required from Warren County.

24. Association reserves the right to assign its rights to a successor who also assumes the Association's responsibilities.

25. Judicial invalidation of one or more of the provisions hereof shall not adversely affect the remainder here of which shall remain in full force and effect.

THESE RESTRICTIONS RUN WITH THE LAND

This Declaration of Restrictive Covenants of HARBOR LANDING and the Declaration Of Covenants, Conditions And Restrictions of HARBOR LANDING and HARBOR LANDING Homeowners Association, Inc. compose the general plan of development for the property herein described and run with the land and shall benefit and be binding on all parties and persons and their respective heirs, representatives, successors and assigns claiming title to any of the property herein described for a period of 30 years from the date these restrictions are recorded, after which time said restriction shall be automatically extended for successive periods of 10 years, unless an instrument signed by a 51% majority of the then owners of the lots and the Association has been recorded agreeing to change said restrictions in whole or in part. These restrictions may be amended by the affirmative vote of the owners representing 51% of the lots and the Association at the time of the vote.

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: _____