

North Carolina
Warren County

BOOK 465 PAGE 132
BUCK SPRING PLANTATION SUBDIVISION
RESTRICTIVE COVENANTS

WHEREAS, On June 18, 1987 restrictions for Macon's Landing Subdivision were recorded in the office of the Register of Deeds, Warren County, North Carolina in Book 452, page 137;

AND WHEREAS, the Developer and sole owner of the property subject to the aforesaid restrictions is Nelson & Harris, Inc.

AND WHEREAS, the Developer has changed the name of the property to Buck Spring Plantation;

AND WHEREAS, none of the property subject to the aforesaid restrictive covenants has been sold and Nelson & Harris, Inc. is still the sole owner of all of the property subject to the aforesaid restrictive covenants.

AND WHEREAS, Nelson & Harris, Inc. wishes to make several changes in the aforesaid Restrictions.

NOW THEREFORE, pursuant to Section I under the General Provisions of the Macon's Landing Restrictions recorded at Book 452, Page 137, Warren County Public Registry, Nelson & Harris, Inc. hereby repeals said restrictive covenants in their entirety and hereby declares that the following restrictions and covenants shall apply to the property:

ADDITIONAL LANDS MAY BECOME SUBJECT TO THIS DECLARATION

The developer, its successors and assigns, at any time prior to January 1, 2008, shall have the right to bring additional lands into the scheme of this Declaration. The additions authorized under this Section and the succeeding Articles shall be made by filing of record a Supplementary Declaration of covenants and restrictions with respect to the additional property which may extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain complementary additions and modifications of the covenants and restrictions contained in the Declaration as may be necessary to reflect the different character, of the added properties. In no event, however, shall Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing property.

BUILDING AND USE LIMITATIONS

The following restrictions and covenants shall apply to all those certain lots, tract or parcel of real estate known as Buck Spring Plantation Subdivision as shown in Plat Book 21 page 15, 16, &16A in the Office of the Resister of Deeds, Warren County, North Carolina. These restrictions and covenants are to run with the land and shall be

BOOK 465 PAGE 133

binding on all parties and person claiming under them until January 2, 2008, at which time said restrictions and covenants shall be automatically extended for successive periods of ten years, unless by the written consent of the then owners of more than 80% of the lots covered by these restrictions, it is agreed to change said restrictions in whole or in part.

1. All lots on the property shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than (1) one detached, single, family dwelling, basements and garages; (2) one one-story accessory outbuilding having the same major exterior finish and construction as the existing family dwelling then being constructed, and located at some point not more than 30 feet from the family dwelling with square footage of not more than 25% of the first floor area of the family dwelling, exclusive of porches, patios, basements and garages. The common areas may have non-residential structures built for recreational use as approved by the developer or its successors or assigns.

2. A. All residential buildings constructed on lots on the map herein above referred to shall have at least the following square footage of floor area, exclusive of porches, patios, basements and garages: (1) A one story house shall have at least 950 square feet. (2) A two-story house shall have at least 1600 square feet with at least 800 square feet on the first floor. (3) A one and one-half story house shall have at least 1350 square feet with at least 850 square feet on the first floor.

For purposes of these restrictions, a basement is defined as any floor level constructed in part of in whole below grade.

3. No building shall be located on a lot nearer than thirty feet to the road front property lines or ten feet to the side property lines.

4. No structure of a temporary character, trailer, mobile home, double wide mobile home, basement, tent, shack, garage, barn or other building shall be used on any lot, at any time, as a residence, either temporarily or permanently. Modular homes are permitted as long as they meet the following requirements:

- 1) Roof pitch to be a minimum of 4/12.
- 2) Interior ceiling height to be a minimum of 7 feet 6 inches.
- 3) Siding to be wood or brick.
- 4) Floor systems to be of wood and not supported primarily by steel beams.

BOOK 465 PAGE 134

No camping shall be permitted on any lot. Once the foundation has been started, a travel trailer or motor home may be used for up to a 2 day period.

5. No building shall be erected, placed or altered on any lot in said development until the building plans, and plot plan showing the location of the buildings, have been approved by the developer, its successor or assigns prior to commencement of any construction. Failure to approve or disapprove such plans within thirty (30) days after such plans have been submitted will mean such approval will not be required and this covenant will be deemed to have been fully complied with. The developer failing to approve the plans within 30 days does not relieve the buyer from meeting all necessary standards as set out in the restrictive covenants.

6. All building materials used in the exterior construction of any structure shall be new materials, native stone or cleaned old brick, unless otherwise approved by the Developer/Owner, successor or assigns.

7. Cinder or concrete block, asphalt shingles, tar paper or metal shall be prohibited as a major exterior building material: provided, however, asphalt roofing shingles may be used for a roof and concrete block may be used for foundation if it is parged and stuccoed as to hide the block.

8. No lot shall be used or maintained as a dumping ground for rubbish.

9. No abandoned automobiles, trucks, or nonfunctioning vehicles maybe left on any lots in the subdivision.

10. The collection or accumulation of trash, garbage, rubbish or weeds, must be removed from the premises, and all property shall be kept in an orderly and sanitary condition at all times.

11. No metal or wire fencing to be allowed on any lot or portion thereof. Split-rail or other wooden fencing is permissible.

12. A 40' strip of land back from the property line abutting the roadways to be kept clear of all dead trees, underbrush and fallen limbs and branches.

13. No lot or portion of a lot is to be clear-cut, except for the building site and a reasonable

BOOK 465 PAGE 135

safety zone around such site. A strip of land not exceeding 30' in width can be cleared at the water's edge.

14. All mailboxes to be of a conventional style, painted black, and mounted on a wooden post with a minimum size of 4" x 4".

15. Exterior lights should be done in such a fashion as to protect your neighbor's privacy.

16. All boat houses having "A-Type" roofs must have roofs the same type and color roofing as on the primary residence. All boat houses having flat roofs are prohibited from using tin, fiberglass or plastic panels as a covering material. All siding applied to a boat house must be the same type used on the dwelling: however, if the dwelling is not constructed with a wood siding, then the boat house siding must be approved by the developer or its assigns.

17. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

18. No animals or fowl shall be raised, bred or kept on any lot; provided, however, dogs, cats or any other household pets may be kept upon condition that they are not kept, bred or maintained for any commercial purpose.

19. No lot or group or lots may be re-subdivided as to produce a greater number of lots.

20. The entire exterior of all residential buildings must be completed within ten months after starting or owner must get written approval of delays from the Developer/Owner, successors or assigns, of the Buck Spring Plantation Subdivision. All cement block foundations or basements must be finished with either brick, stone, paraged and stuccoed in such a manner as to conceal all mortar joints in the cement blocks.

21. No billboards, signboards, (except one suitable "for sale of site by owner" sign not exceeding 600 square inches in size) or unsightly objects of any kind shall be maintained on any lot. The Developer/Owner, its successors or assigns, may erect For Sale signs on unsold lots or improved property to be sold for individuals at their request.

BOOK 465 PAGE 136

22. Each owner of a lot agrees to become a member of the property owners association known as "Buck Spring Plantation Property Owners Association". The owner or owners of each lot will have one membership and one vote, and the Association will have the power to levy reasonable annual assessments for the purpose of maintaining the roads in Buck Spring Plantation in the manner and the form hereinafter provided in the section titled "Covenant for Roads Maintenance Assessments". The Developer is considered an association member for each lot owned but is not responsible for any dues.

23. All telephone electrical and other utility lines and connection between the main utility lines serving the premises and any building constructed on any building site shall be concealed and located underground so as not to be visible.

24. Buck Spring Plantation lots are served by central water. All lots are required to pay a tap fee of \$1200.00 within five years of purchasing a lot. Yearly dues after the tap fee is paid will be one-half for unimproved lots. Once a lot is improved with a dwelling, the fees will automatically go to the full amount. Fees are based on normal water system rates for this area. The owner of the water system has the right to meter the flow of water to each lot and charge North Carolina Utility approved rates for the water usage. If not metered, the fee will be based on a flat yearly amount. The flat rate may not exceed \$120.00 per year per lot for the first five years from January 1, 1988. After January 1, 1993 the rate may be raised to cover operating expenses, but not by an amount greater than a reasonable level for this area.

25. A lot or lots may be made subject by the Developer to further covenant, conditions and restrictions, as set forth in the deed to a purchaser, relating to the location of a building on a lot and as to the use of a lot in conjunction with adjacent property of Virginia Electric Power Company including that area inundated by Lake Gaston immediately in front of a lot. Plans for all boathouses, piers, docks, wharves and landing facilities shall be submitted to an authorized representative of the Developers of the Buck Spring Plantation Subdivision for their approval.

EASEMENTS

The following portions of the property described as Buck Spring Plantation lots shall be subject to the following easements or right of way:

1. A strip or parcel of land ten feet in width extending along the entire road front property line of each lot in Buck Spring Plantation shall be subject to a perpetual easement and right of way for construction, alteration, repairs and maintenance of public utility lines.
2. A strip or parcel of land not exceeding eight feet in width extending in length along the entire road front property line of each lot shall be subject to a right of way for cleaning and maintaining of ditches and maintaining of road edges and shoulders in connection with the maintenance of the road running along the road front property line of said lot.
3. All lots shall be subject to an easement or right of way for the natural drainage and flow of water their present conditions: provided, however that an owner of a lot may change the drainage or flow within the boundaries of his lot. The lots are subject to flowage easements for the natural flow of water across the lot from existing creeks, washes, or road drainage. Some lots may require landscaping or special house placement for proper drainage and flow of water.
4. The property lying within the existing 50 foot wide right of way is subject to any existing rights of way over the same. There is reserved in Buck Spring Plantation the right and privilege to maintain said roads and, without consent, to grant to the Department of Transportation of the State of North Carolina, its successors or other appropriate public agency the perpetual right, privilege and easement to maintain the roads in Buck Spring Plantation.

COVENANT FOR ROAD MAINTENANCE ASSESSMENTS

Unless the streets and roads in Buck Spring Plantation are being maintained as a part of the public road system of the State of North Carolina or continuing until such time as said roads and street may be maintained as a part of the public road system, the Buck Spring

BOOK 465 PAGE 138

Plantation Owners Association will maintain such roads. Said association has the power to levy responsible assessments for the purpose of maintaining the roads, reservation areas, and common areas in said subdivision and paying the Association's administrative costs. Further, the Association agrees to accept title to the aforesaid roads should the Developer tender same. The association shall be operated using the following guidelines:

1. Assessments shall be on a per lot basis.
2. Each lot shall have one membership and its owner or owners shall have one vote.
3. A vote may be cast in person or by proxy.
4. The Association shall have no authority to enter into any contract for expenditure in excess of those fees then collected.
5. The Association shall annually elect from its membership a President, Secretary, and Treasurer who shall represent said Association in Collecting said assessments and who shall administer said funds subject to the direction of the membership.
6. Action shall be taken by said Association by not less than 50% of those lots present in person or by proxy and participating in any meeting.
7. Annual meeting shall be held at 11:00 A.M. on the third Saturday of June of each year in the Buck Spring Plantation Subdivision at a place designated in writing thirty (30) days before the meeting, and such other matters as may come before said meeting.
8. Annual assessment shall be due on January 1st of each year.
9. Unless said Association has on hand at least \$10,000.00 on its annual meeting date, the annual assessment shall be set at not less than \$115.00 per lot.
10. A quorum at any meeting shall consist of 30% of the lots represented in person or by proxy.
11. Buck Spring Plantation is divided into two sections, Buck Spring Plantation East and Buck Spring Plantation West for purposes of maintenance expenses. Dues collected from owners shall be used for road maintenance and common recreational area upkeep

BOOK 465 PAGE 139

in their respective sections. Any necessary expenses for the maintenance of the access road to the subdivision shall be divided evenly between the two sections. Owners in the West section have the right to use the boat ramp in the East section without any fees, but may not leave any trailers, boats or vehicles in the storage in the East section common areas.

12. These guidelines, except as to the amount of assessments, the purposes for which assessments may be used, and the prohibition against contracting for expenditure of funds in excess of those collected, may be changed, altered or amended by the written consent of the owners of not less than 75% of the lots within Buck Spring Plantation, and said change shall be effective upon the recordation in the Warren County registry of a statement or declaration of said changes signed by said owners of lots in Buck Spring Plantation.

GENERAL PROVISIONS

Section 1. Right to Change by Unanimous Consent.

Notwithstanding any other provision of the Declaration, by unanimous consent of all then record owners in Buck Spring Plantation evidenced by an agreement executed by all of said then record owners recorded in the Warren County Registry, these covenants and restrictions may be changed, repealed or modified at any time, except those right of way easements of any public utility companies and any body or agency maintaining the roads in said subdivision may be changed only with consent of said company, companies, body or agency.

Section 2. Enforcement.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person, firm or corporation violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages. Failure of the Developer, its successors or assigns, to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability.

Invalidation of any one of these covenants, restrictions or conditions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Nelson & Harris, Inc.

By: _____
John T. Nelson, President

Attest: _____
Clyde P. Harris, Jr. Secretary

NORTH CAROLINA HALIFAX COUNTY

I, Nancy S. Sledge, a Notary Public in and for said County and State, do hereby certify that Clyde P. Harris, Jr. personally appeared before me this day and acknowledged that he is Secretary of Nelson Harris, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the forgoing instrument was executed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness, my hand and Notarial Seal, this 12th day of January 1988.

Notary Public

Commission expires:
December 17, 1992