

NORTH CAROLINA  
WARREN COUNTY

FILED  
REGISTER OF DEEDS BOOK 668 PAGE 723  
WARREN COUNTY, NC

'98 NOV 23 PM 3 05

**HUNTER'S BLUFF SUBDIVISION**

**RESTRICTIVE COVENANTS  
AND ROAD MAINTENANCE PROVISIONS**

KNOW ALL MEN BY THESE PRESENTS that New Branch Home and Land Company, owner (hereinafter "Declarants") of the following described tract or parcel of land, known as Hunter's Bluff Subdivision, do hereby covenant, declare and agree with all persons, firms and corporations which may hereafter purchase, acquire, or lease any of the lots or parcels of land identified as Lots 1-5 of Hunter's Bluff Subdivision (the "property") and hereinafter described, that the restrictive covenants, maintenance provisions and reservations of easements contained herein shall be applicable to said property and run with the lands and be binding on said property during the term hereinafter set forth. The property is described as follows:

All those certain tracts or parcels of land situate in Warrenton Township, Warren County, North Carolina, consisting of Lots 1 through 5, according to plat of record prepared by Alan's Surveying Company, P.A., dated October 2, 1998, in Plat Cabinet 1, Slide 112A, Plat 3, Warren County Registry, to which reference is made for a more particular description.

These restrictions and covenants are to run with the land and shall be binding on all lot purchasers and on all parties and persons claiming under them until January 1, 2018, at which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless by the written consent of the owners of more than 60 percent of the lots covered by these restrictions, it is agreed to change said restrictions in whole or in part.

**BUILDING AND USE LIMITATIONS**

1. No swine shall be allowed on this property.
2. No junk or scrap materials shall be allowed on this property. In addition, no unlicensed vehicles shall be allowed to remain on said land for more than thirty days unless housed in an appropriate shed.
3. All mobile homes and modular homes shall be ten years old or newer at the time of installation unless specifically authorized by the seller in writing prior to installation.
4. No vehicular parking shall be allowed within the private drive as the same appears on the plat of Hunter's Bluff Subdivision.
5. All sheds shall be positioned on lots according to Warren County Regulations and shall be composed of standard, attractive, building materials.
6. No further subdivision of these tracts shall be allowed unless a majority of the lot owners so agree.
7. Each owner by virtue of the acceptance of a deed to the lot, agrees to become a member of the property owners association known as Hunter's Bluff Subdivision Property Owners Association ("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 Hunter's Bluff Subdivision in the manner and form hereinafter provided in the section entitled Road Maintenance Provisions. The Declarant as owner is considered an association member for each lot owned but is not responsible for any share of prorated expenses.
8. No more than one (1) additional dwelling per lot is permitted in addition to the principal dwelling.

9. No loud, prolonged noises, such as firing ranges, shall be allowed on any lot, notwithstanding occasional target practicing or hunting.

#### EASEMENTS

The following portions of the property described as Hunter's Bluff Subdivision shall be subject to the following easements or right of way:

1. A strip or parcel of land fifteen feet in width extending in length along the entire road front or street front property line of each lot shall be subject to a right of way for the installation and maintenance of utilities five feet of which shall be reserved for future county water lines.

2. A strip or parcel of land fifteen feet in width extending in length along the entire inside property line of each lot shall be subject to a right of way for the installation and maintenance of utilities five feet of which shall be reserved for further county water lines.

3. A strip or parcel of land fifteen feet in width extending in length along the entire outside perimeter line of each lot shall be subject to a right of way for the installation and maintenance of utilities five feet of which shall be reserved for future county water lines.

#### ROAD MAINTENANCE PROVISIONS

Unless the streets and roads in Hunter's Bluff Subdivision 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 streets mayb maintained as a part of the public road system, the following provision shall apply:

1. The owners of each lot shall share, on an equal pro rata basis, all costs associated with the maintenance and repair of Hunter's Bluff Lane until such time, if ever, that said roads are accepted by the state for maintenance. Each lot shall be liable for a 1/5 share of the costs of any such maintenance or repair.

2. The Hunter's Bluff Subdivision Property Owners' Association shall be authorized to determine the needs for road maintenance and repair, and contract for such services on behalf of the landowners. Such determinations by the Association shall be made for proper majority vote of the Association.

3. Any damage to the road that is the result of the negligence or wilful act of an owner or his 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 with a reasonable time, but not in excess of 30 days after written notice of such damages shall have been sent to him from the Developer of Hunter's Bluff Subdivision Property Owners' Association.

#### GENERAL PROVISIONS

##### Section 1. Right to Change

Notwithstanding any other provision of the Restrictive Covenants and Road Maintenance Provisions, by unanimous consent of all of the then record owners in Hunter's Bluff Subdivision 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 the consent of said company, companies, body or agency.

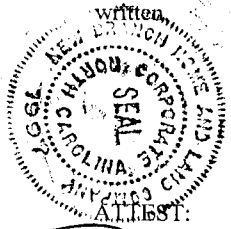
Section 2. Enforcement

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 restriction, either to restrain violation or to recover damages. Failure of the Developer, its successors or assigns, or the Association 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.

IN WITNESS WHEREOF, the Declarants have set their hands and seals on the date below



Declarant/Owner  
NEW BRANCH HOME AND LAND COMPANY

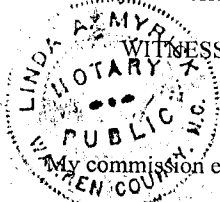
By: Mark Feilding Judd  
President

Beth Marden  
Secretary

NORTH CAROLINA

WARREN COUNTY

I, Linda A. Myrick, a Notary Public for said County and State do hereby certify that Beth J. Darden personally appeared before me and acknowledged that she is Secretary of New Branch Home and Land Company, a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Secretary.



WITNESS my hand and notarial seal this 23rd day of November, 1998.

Linda A. Myrick  
NOTARY PUBLIC

My commission expires: 7/18/99

North Carolina - Warren County

The foregoing Certificate of Linda A. Myrick  
A Notary public of Warren Co., N.C. is  
Certified To Be Correct. Recorded On NOVEMBER 23  
19 98 At 3:05 O'clock P M  
In Book 668 page 723

Eric R. Welden  
Register of Deeds  
By: Malene Sh  
Deputy