

FILED
 WARREN COUNTY NC
 YVONNE D. ALSTON
 REGISTER OF DEEDS

FILED	Jul 27, 2023
AT	03:50:53 pm
BOOK	01125
START PAGE	0820
END PAGE	0822
INSTRUMENT #	01696
EXCISE TAX	(None)
LNN	

Prepared by and return after recording to:

Brian S. Edlin
 Jordan Price Wall Gray Jones & Carlton, PLLC
 P.O. Box 10669, Raleigh, NC 27605

STATE OF NORTH CAROLINA

AMENDMENT TO WILL'S LANDING
 SUBDIVISION RESTRICTIVE COVENANTS

WARREN COUNTY

This AMENDMENT TO THE WILL'S LANDING SUBDIVISION RESTRICTIVE COVENANTS is made this 19 day of July, 2023, by the consent of the owners of not less than seventy-five percent (75%) of the lots within Will's Landing and the Will's Landing Property Owners Association, Inc.

WITNESSETH:

WHEREAS, John E. Williams Builder, Inc. a North Carolina Corporation (the "Declarant") caused to be recorded the Will's Landing Subdivision Restrictive Covenants in Book 695, Page 0277 of the Warren County Registry on September 15, 2000, which was thereafter amended, including in Book 703, Page 0504; Book 00844, Page 0461; Book 0082, Page 0894, all in the Warren County Registry (collectively, the "Declaration"); and

WHEREAS, the Declaration contains inconsistent and contradictory language, as to the percentage of lot owners necessary to approve an amendment to the Declaration; and

WHEREAS, Subsection (6) of the Road Maintenance Assessments in the Declaration provides that action taken by the Association shall not be by less than fifty percent (50%) of those lots present in person or by proxy and Subsection (11) of the Road Maintenance Assessments in the Declaration, provides that the Declaration may be amended by the consent of the owners of not less than seventy-five percent (75%) of the lots within Will's Landing; and

WHEREAS, the owners of not less than seventy-five percent (75%) of the lots within Will's Landing Subdivision desire to amend the Declaration to adopt the specific amendment procedures of the North Carolina Planned Community Act, to provide for approval by owners of

at least sixty-seven percent (67%) of the lots and to further delete conflicting provisions as to the percentage of lot owners necessary to amend the Declaration;

NOW, THEREFORE, the undersigned do hereby declare that the Declaration is amended by deleting Subsection (11) of the Covenant For Road Maintenance Assessments in its entirety and by deleting Section 1 of the General Provisions Article in its entirety, and inserting in lieu thereof the following:

Section 1. Term; Amendment.

These covenants and restrictions shall run with, burden and bind the land for a term of thirty (30) years from the date this amendment is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of the owners of at least sixty-seven percent (67%) of the lots. If amendment to the Declaration is approved by the requisite votes or written consent, or any combination thereof, of the owners, the Board of Directors shall attach to the amendment a certification as to its validity and shall record the amendment in the Office of the Register Deeds of Warren County. No amendment shall be effective until recorded. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein. Any lawsuit challenging any aspect of an amendment to this Declaration must be filed in the appropriate court and county within one (1) year of the recordation of such amendment in the Warren County Registry.

Except as amended hereinabove, the remaining portions of the Declaration are and shall remain unchanged and in full effect. This Amendment to the Will's Landing Subdivision Restrictive Covenants shall become effective as of the date it is recorded in the Office of the Register of Deeds, Warren County, North Carolina.

[Certification Page Follows]

CERTIFICATION OF VALIDITY OF AMENDMENT

By authority of its Board of Directors, the undersigned President of Will's Landing Property Owners Association, Inc., hereby certifies that the foregoing instrument has been duly approved by the owners of at least seventy-five percent (75%) of the lots within Will's Landing Subdivision and is, therefore, a valid amendment to the existing Will's Landing Subdivision Restrictive Covenants.

WILL'S LANDING PROPERTY
OWNERS ASSOCIATION, INC.

By:

Brian P. Tobin
President

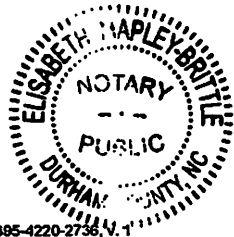
STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF Wake

I, Elisabeth Mopley-Brille, a Notary Public of the County and State aforesaid, certify that Brian Tobin, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that he/she voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated and with full authority to do so.

Witness my hand and official stamp or seal, this 19th day of July, 2023.



Elisabeth Mopley-Brille
Notary Public

Elisabeth Mopley-Brille
Printed Name

My commission expires: 2.25.26

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0277

Return To: John E. Williams Builder, Inc.
Rt. 5, Box 140-C
Littleton, NC 27850
Prepared BY: John E. Williams Builder, Inc.

NORTH CAROLINA
WARREN COUNTY

REGISTER OF DEEDS
WARREN COUNTY, NC

CO SEP 15 PM 4 13
BOOK - 695 PAGE 0277

WILL'S LANDING SUBDIVISION

RESTRICTIVE COVENANTS

ADDITIONAL LANDS MAY BECOME SUBJECT TO THIS DECLARATION
The Developer, its successors and assigns, at any time prior to January 1, 2030, 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 Will's Landing Subdivision as shown in Cabinet 1, Slide 149A, Plat 1 in the office of the Register of Deeds, Warren County, North Carolina. These restrictions and covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2030, 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 in the property shall be used for residential purposes only. No buildings 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 out-building being of the same color as the family dwelling, and located on the roadside of the family dwelling at least 60 feet from the road. Outbuildings to be completed within 45 days after construction. The common areas may have non-residential structures built for recreational use as approved by the developer or its successors or assigns.

See Addendum recorded Apr. 10, 2001. Book 703. Page 504. Elmer R. Helms, Reg. Sec.
See Addendum recorded July 3, 2002. Book 727. Page 305. Elmer R. Helms, Reg. Sec.

- 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 areas, exclusive of porches, patios, basements and garages: (1) A one-story house shall have at least 1,200 square feet. (2) A two-story house shall have at least 1,400 square feet with at least 700 square feet on the first floor. (3) A one and one-half story house shall have at least 1,100 square feet with at least 700 square feet on the first floor. For purposes of these restrictions, a basement is defined as any floor level constructed in part or in whole below grade.
- 3) No building shall be located on a lot nearer than fifty feet to the road front property lines or ten feet to the side property lines.
- 4) No structure of a temporary character, trailer, doublewide 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. Modulares are not allowed.
- 5) 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 from time to time while the home is under construction.
- 6) 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.
- 7) 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, successors or assigns.
- 8) 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. Concrete block may be used if it is stuccoed in a way that the joints may not be seen.
- 9) No lot shall be used or maintained as a dumping ground for rubbish.
- 10) No abandoned automobiles, trucks or non-functioning vehicles may be left on any lot in the subdivision.

- 11) 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.
- 12) No metal or wire fencing to be allowed on any lot or portion thereof. Split-rail or other wooden fencing is permissible. Metal or wire fencing may be used for a pet enclosure not to exceed 500 square feet of yard or 100 linear feet of fence. Such a fence must be screened from view from the adjoining property owners and the street. A written statement from the adjoining neighbors relieving the need for screening is permissible.
- 13) 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.
- 14) No lot or portion of a lot is to be clear-cut, except for the building site and a reasonable safety zone around such site.
- 15) Exterior lights should be done in such a fashion as to protect your neighbor's privacy.
- 16) All boathouses having "A-Type or Hip-Type" roofs must have roofs the same type and color roofing as on the primary residence. All boathouses having flat roofs are prohibited from using tin, fiberglass, or plastic panels as a covering material. All siding applied to a boathouse must be the same type used on the dwelling; however, if the dwelling is not constructed with wood siding, then the boathouse 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 of lots may be re-subdivided as to produce a greater number of lots except the developer or his assigns may subdivide lots that have not previously sold and produce a greater number of lots.
- 20) The entire exterior of all residential buildings must be completed within twelve months after starting or owner must get written approval of delays from the Developer/Owner, successors or assigns of the Will's Landing Subdivision. All cement block foundations or basements must be finished with either brick, stone, or parged and stuccoed in such a manner as to conceal all mortar joints in the cement blocks.

- 21) No billboards, signboards, (except two suitable "for sale" sign not exceeding 600 square inches in size) or unsightly objects of any kind shall be maintained on any lot.
- 22) Each owner of a lot agrees to become a member of the property owners association known as "Will's Landing 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 Will's Landing in the manner and the form hereinafter provided in the section titled "Covenant for Road Maintenance Assessments". The Developer is considered an association member for each lot owned, but is not responsible for any dues.
- 23) All telephone, electric 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) 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, wharfs, and landing facilities shall be submitted to an authorized representative of the Developers of the Will's Landing Subdivision for their approval.

EASEMENTS

The following portions of the property described as Will's Landing lots shall be subject to the following easements or right of ways:

- 1) A strip or parcel of land ten feet in width extending along the entire road front property line of each lot in Will's Landing 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 in 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 of 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 Will's Landing 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 Will's Landing.

COVENANT FOR ROAD MAINTENANCE ASSESSMENTS

Unless the streets and roads in Will's Landing 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 may be maintained as a part of the public road system, the Will's Landing Property Owners Association will maintain such roads. Said Association has the power to levy responsible assessments for the purpose of maintaining the roads 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) An annual meeting shall be held at 11:00 a.m. on the Saturday before Memorial Day of each year at a place designated in writing thirty (30) days before the meeting.
- 8) Annual Assessment shall be due on July 1st of each year.
- 9) Unless said Association has on hand at least \$2,000.00 on its annual meeting date, the annual assessment shall be set at not less than \$75.00 per lot.
- 10) A quorum at any meeting shall consist of 50% of the lots represented in person or by proxy.
- 11) These guidelines, except as to the amount of assessments, the purposes for which assessments may be used, and the prohibition against contracting for experience 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 Will's Landing 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 Will's Landing.

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 Will's Landing 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 restriction, 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.

JOHN E. WILLIAMS BUILDER, INC.

By: 

John E. Williams, President

Attest: 

Henrietta G. Williams, Secretary

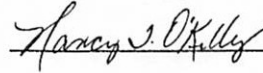


NORTH CAROLINA

WARREN COUNTY

I, Nancy T. O'Kelly, a Notary Public, in and for said County and State, do hereby certify that Henrietta G. Williams personally appeared before me this day and acknowledged that she is Secretary of John E. Williams Builder, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was executed in its name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

Witness my hand and Notarial Seal, this 13th day of September, 2000.



My commission expires:

4-29-2004

Nancy T. O'Kelly
Notary Public
Warren County, NC

Nancy T. O'Kelly
Notary Public
Warren County, NC

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0284

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NORTH CAROLINA

BOOK - 695 PAGE 0284

WARREN COUNTY

The foregoing certificate of Amey J. DK Kelly, a
Notary Public of Warren County, N.C. is certified to be correct.
This instrument was presented for registration and recorded in this office in
Book 695, page 27, this 15 day of
Sept, 2000, at 4:13 o'clock P.M.

Elvie R. W. W. W., Register of Deeds of Warren County

By: Charles B. Space
Deputy

FILED
WARREN COUNTY, NC
ELSIE R. WELDON
REGISTER OF DEEDSFILED May 26, 2006
AT 12:41:08 pm
BOOK 00822
START PAGE 0894
END PAGE 0895
INSTRUMENT # 02258
ERW**ADDENDUM TO RESTRICTIVE COVENANTS
WILL'S LANDING SUBDIVISION
PHASE VI**

NORTH CAROLINA

WARREN COUNTY

THIS ADDENDUM to that Declaration of Restrictive Covenants of Wills Landing Subdivision recorded on September 15, 2000, in Book 695, page 277 is made this the 2nd day of May, 2006, by JOHN E. WILLIAMS BUILDER, INC., hereinafter referred to as the Developer;

WHEREAS, the initial Restrictive Covenants applied to those lots shown on plat recorded in the office of the Register of Deeds of Warren County, North Carolina, in Plat Cabinet 1, Slide 149A, Plat 1; and

WHEREAS, an Addendum to the Restrictive Covenants was recorded to include all lots shown on plat recorded in said Registry in Plat Cabinet 1, Slide 161A, Plat 08; and

WHEREAS, an Addendum to the Restrictive Covenants was recorded to include all lots shown on plat recorded in said Registry in Plat Cabinet 1, Slide 172A, Plat 2; and

WHEREAS, it is the desire of the developer to make the lots shown on plat recorded in said Registry in Plat Cabinet 1, Slide 243A, Plat 6 also subject to the said Restrictive Covenants.

NOW, THEREFORE, in consideration of the mutual promises the Developer does, by these presents, subject all lots shown on said plat recorded in Plat Cabinet 1, Slide 243A, Plat 6 to all the terms and conditions contained in that Declaration of Restrictive Covenants recorded in said Registry in Book 695, page 277.

Also, certain lots referred to on said plat in Plat Cabinet 1, Slide 243A, Plat 6 may be assigned a boat slip or dock which are not adjacent to said lots. It is the intent of the developer that these lots, if assigned a boat dock, shall be subject to an additional assessment for the maintenance of said slip or dock which shall be determined by the Wills Landing Homeowners Association.

Also, there shall be no trailers, mobile homes, modular homes, or campers situated on the lots as shown on Plat Cabinet 1, Slide 243A, Plat 6, on either a temporary or permanent basis.

JOHN E. WILLIAMS BUILDER, INC.

By: _____

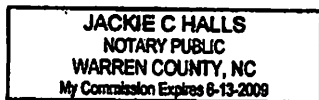
John E. Williams, President

STATE OF NORTH CAROLINA

COUNTY OF WARREN

I, JACKIE C HALLS, a Notary Public of said County and State, do hereby certify that John E. Williams this day personally appeared before me and acknowledged that he is President of John E. Williams Builder, Inc., a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was executed in its name by him as its President.

WITNESS my hand and notarial seal on this 3rd day of MAY, 2006.



Jackie C Halls
NOTARY PUBLIC

My commission expires: 06-13-2009

FILED
 WARREN COUNTY NC
 YVONNE D. ALSTON
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Prepared by and return after recording to:

Brian S. Edlin
 Jordan Price Wall Gray Jones & Carlton, PLLC
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STATE OF NORTH CAROLINA

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WARREN COUNTY

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WITNESSETH:

WHEREAS, John E. Williams Builder, Inc. a North Carolina Corporation (the "Declarant") caused to be recorded the Will's Landing Subdivision Restrictive Covenants in Book 695, Page 0277 of the Warren County Registry on September 15, 2000, which was thereafter amended, including in Book 703, Page 0504; Book 00844, Page 0461; Book 0082, Page 0894, all in the Warren County Registry (collectively, the "Declaration"); and

WHEREAS, the Declaration contains inconsistent and contradictory language, as to the percentage of lot owners necessary to approve an amendment to the Declaration; and

WHEREAS, Subsection (6) of the Road Maintenance Assessments in the Declaration provides that action taken by the Association shall not be by less than fifty percent (50%) of those lots present in person or by proxy and Subsection (11) of the Road Maintenance Assessments in the Declaration, provides that the Declaration may be amended by the consent of the owners of not less than seventy-five percent (75%) of the lots within Will's Landing; and

WHEREAS, the owners of not less than seventy-five percent (75%) of the lots within Will's Landing Subdivision desire to amend the Declaration to adopt the specific amendment procedures of the North Carolina Planned Community Act, to provide for approval by owners of

at least sixty-seven percent (67%) of the lots and to further delete conflicting provisions as to the percentage of lot owners necessary to amend the Declaration;

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[Certification Page Follows]

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WILL'S LANDING PROPERTY
OWNERS ASSOCIATION, INC.

By:

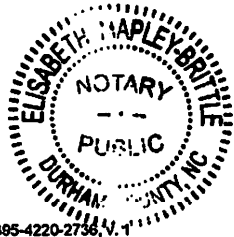
Brian P. Tobin
President

STATE OF NORTH CAROLINA

COUNTY OF Wake**ACKNOWLEDGMENT**

I, Elisabeth Mopley-Brille, a Notary Public of the County and State aforesaid, certify that Brian Tobin, of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that he/she voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated and with full authority to do so.

Witness my hand and official stamp or seal, this 19th day of July, 2023.



Elisabeth Mopley-Brille
Notary Public

Elisabeth Mopley-Brille
Printed Name

My commission expires: 2.25.26