

NORTH CAROLINA

2000 NOV 22 A 11: 56

ALAMANCE COUNTY

MURIEL W. TADLEY  
REGISTER OF DEEDS  
ALAMANCE COUNTY, NCRESTRICTIVE COVENANTS FOR  
SNOW CAMP PLANTATION

KNOW ALL MEN BY THESE PRESENTS that Stanly Richmond & Co., LLC, a North Carolina limited liability company (herein called "Declarant"), the Owner and Developer of Snow Camp Plantation, does hereby declare these Covenants, Conditions, and Restrictive Covenants and hereby specifically covenants and agrees to and with all other persons, firms or corporations hereinafter acquiring all parcels, as shown on the plat of Snow Camp Plantation which is recorded in the office of the Register of Deeds for Alamance County, North Carolina, in Plat Book 65, page 209, that said parcels are hereby subjected to the following Covenants, Conditions, and Restrictions as to the use and ownership thereof, running with the parcels by whomsoever owned.

## WITNESSETH

WHEREAS, Declarant is the owner of certain real property located in Alamance County, North Carolina, as shown and designated on the aforesaid plat (hereinafter referred to as "the Map") of Snow Camp Plantation which is recorded in the office of the Register of Deeds for Alamance County, North Carolina, which said plat is incorporated herein by reference and made a part hereof;

WHEREAS, Declarant will convey the tracts in Snow Camp Plantation, subject to a Roadway Easement as shown on said map for the purpose of allowing all Landowners in said Snow Camp Plantation ingress, egress, regress, and access over and upon that certain 60' Private easement. Further, Declarant will convey said tracts subject to an easement for the maintenance of the dam shown on said map and riparian rights of all landowners to use the entire lake impounded by said dam.

April M. Daywalt  
995 Post Office Rd. ←  
Biscoe, NC 27209

NOW, THEREFORE, Declarant hereby declares that all tracts of Snow Camp Plantation shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, obligations, and conditions, all of which are for the purpose of enhancing the use and enjoyment of said tracts. These easements, restrictions, covenants, obligations, and conditions shall run with the tracts and shall be binding on all parties, their heirs, successors, or assigns having or acquiring any right, title, or interest in the described tracts or any part thereof and shall inure to the benefit of each owner thereof.

## ARTICLE I

### Definitions

Section 1. "Association" shall mean and refer to the Snow Camp Plantation Homeowners Association, Inc., its successors and assigns.

Section 2. "Landowner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any one or more of the tracts of Snow Camp Plantation, including Declarant and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to those tracts referenced and described on the Map.

Section 4. "Roadway Easement" shall mean the private roads identified as "60' Private easement" as shown on the Map.

Section 5. "Dam Maintenance Easement" shall mean all that area identified as "Dam easement" including dam as shown on the Map.

## ARTICLE II

### Property Rights

Section 1. Owner's Roadway Easement. Each Landowner adjoining the Roadway Easement or over whose property said easement crosses shall have the right to a roadway easement for ingress, egress, regress, and access over and upon said

Roadway Easement, and said Roadway Easement shall be appurtenant to and shall pass with and be subject to the title to each tract thereof, subject to the following provisions:

A. The right of the Association to impose regulations for the use of the roadway easements.

B. The right of the Association to dedicate or transfer all or any part of the Roadway Easement to any public agency, authority, or utility for such purposes and under such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds of the members agreeing to such dedication or transfer has been recorded.

C. The right of the Association to impose assessments as provided herein.

D. The right of the Association to suspend the voting rights of a Landowner for any period of time during which any assessment against any tract he might own remains unpaid and for a period not to exceed sixty (60) days for any infractions of the Association's published rules and regulations.

E. The right of the Association to impose a lien on the Landowner's tract for nonpayment of assessment.

Section 2. Delegation of Use. Any Landowner may delegate in accordance with the bylaws of the Association, his right to use of the 60' Roadway Easement to members of his family, his tenants, or contract purchasers who reside on said property.

Section 3. Title to the property over which the Roadway Easement and the Dam Maintenance Easement are established on said map shall be held by the Landowners whose property the said roadway and dam are located, subject to said Roadway Easement and Dam Maintenance Easement herein set out. The said easements themselves shall be assigned and conveyed to the Association. The dam of the lake is under the jurisdiction of the State of North Carolina Dam Law. The Association

assumes all risk and liability for the operation of the dam, the lake, the Roadway Easements and the Dam Maintenance Easement. As further clarification, the Association, its agents, employees, or assigns shall have the right to go upon the lands of any Landowner for the purpose of repair and maintenance of any of the roadways, roadbeds, shoulders, and ditches located within the Roadway Easement and for the repair and maintenance of all portions of the dam located within the Dam Maintenance Easement. The Association, its agents, employees, or assigns further shall have the right to go upon the lake for the purpose of maintenance and repair of the spillway and any pipes leading to and under the dam.

Section 4. Restrictions to Use of Property. The property being conveyed is subject to the following restrictions:

- A. Only modular or site built homes will be allowed.
- B. No commercial activity will be allowed on any tract.
- C. No more than one (1) home will be allowed on any tract in the subdivision except for Tract 2 upon which there is located an old house which need not be removed. Tract 2 may contain one new home and the old house. However, should the old house be destroyed, it may not be replaced.
- D. Dwelling Size. All homes shall contain not less than 1,400 square feet of heated floor space.
- E. Setback Lines. No homes shall be located nearer than fifty (50) feet from the high water mark of the lake nor nearer than fifty (50) feet from the Roadway Easement as shown on said map. Homes must be at least 25 feet from any sideline.
- F. Easements. Easements for the installation and maintenance of utilities and drainage facilities are to be within the 60' Private Easement as shown on the map. Within said easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within

the easement areas. The Landowner of each tract shall maintain that portion of said tract lying within the easement areas. Utility lines may be placed under or over the roadway easement shown on the aforementioned recorded map.

G. Garbage and Refuse Disposal. No tract shall be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash, or debris.

H. Nuisances. No noxious or offensive trade or activity shall be carried on upon any tract nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No wrecked or junked motor vehicle or vehicles without current license plates and registration shall be permitted to remain upon any tract. No trailer, camper, or like recreational vehicle shall be permitted to remain upon any tract unless it is located so as not to be visible from any street or road within the subdivision.

I. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any tract at any time as a residence except that a Landowner may be allowed to have a tent, camper, or motor home temporarily on the property for camping purposes.

J. Signs. No signs of any kind shall be displayed in public view on any tract except one sign of not more than five square feet advertising the property for sale or rent and signs by builders to advertise the property during construction and sales period are permissible.

K. Piers. Landowners shall be allowed to erect one pier into the lake per tract owned. Said pier shall be no longer than fifty (50) feet in length nor wider than eight (8) feet. The entire pier must be on the property belonging to said owner.

L. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any tract, except that two dogs, two cats, two horses, or two ponies may be kept providing they are not kept, bred, or maintained for

commercial purposes. Said horses or ponies shall not be ridden in the roadway of the right-of-way easement so as to damage the roadway.

M. No four-wheelers or ATVs will be allowed at any time on the private Roadway Easement or the dam. Operation of these types of vehicles shall only be allowed on the property of the Landowner.

N. Only boats or aquatic devices powered by electric motors, paddles, or sails will be allowed on the lake.

### ARTICLE III

#### Membership and Voting Rights

Section 1. Membership. Each Landowner shall be a member of the Association. A membership shall be appurtenant to and may not be separated from ownership of any tract as shown on the Map.

Section 2. Class of Membership. The Association shall have one class of members, who shall all be Landowners.

Section 3. Voting Rights. Each Landowner shall be entitled to one vote per acre of land owned not including any fractional acreage.

### ARTICLE IV

#### Covenants for Assessment

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant hereby covenants, and every Landowner of said tracts by acceptance of a deed therefor, whether or not it shall be expressed in such deed or other conveyance, is deemed to covenant and agree to pay the Association an annual assessment of charges for the maintenance and repair of the Roadway Easement and Dam Maintenance Easement.

Section 2. Special Assessment for Capital Improvement to Roadway Easement and Dam Easement. The annual and special assessments, together with such interest hereon and cost of collection thereof as hereinafter provided, shall be a charge on the

tract and shall be a continuing lien upon the tract and improvements against which such assessment is made. Each such assessment, together with twelve percent (12%) interest, plus costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Landowner of the tract at the time the assessment fell due. The personal obligation of a Landowner for delinquent assessment shall not pass to his successors in title unless expressly assumed by them; however, said assessment shall constitute a lien against the tract. All assessments shall be shared equally by the Landowners of the herein designated tracts within the subdivision.

Section 3. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the maintenance, repair, and improvement of the Roadway Easement and Dam Maintenance Easement by the Landowners of the tracts herein.

Section 4. Reserve. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and improvements to the Roadway Easement and Dam. Such reserve fund is to be established out of regular assessments due.

Section 5. Amount of Assessment.

A. Initial Annual Assessment. To and including November 1, 2000, the initial annual assessment shall be one hundred dollars (\$100.00) per Landowner, per tract. The initial assessment shall be paid upon the purchase of the tract or tracts. In any event said initial assessment must be paid in full by December 31, 2000.

B. Annual Assessment. These assessments shall not commence until November 1, 2001. The annual assessment provided for herein shall be paid annually and in advance. The Board of Directors shall fix the amount of the annual assessment against each Landowner at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to each Landowner subject thereto. The due date shall be established by the Board of Directors. The Association, upon demand at any time, shall furnish a certificate in writing signed by an

officer of the Association setting forth whether the assessment on a specified tract has been paid. A properly executed certificate of the Association as to the status of an assessment on a tract is binding upon the Association as of the date of its issuance.

C. Increase by Board of Directors. From and after November 1, 2001, the annual assessment effective for any year may be increased by the Board of Directors, without the vote of the membership, by a percentage which may not exceed five percent (5%) of the prior annual assessment.

D. Increase by Members. From and after November 1, 2001, the annual assessment may be increased by a percentage greater than five percent (5%) by an affirmative vote of two-thirds of the members who are voting in person or by proxy, at a meeting duly called for such purpose. A written notice setting forth the purpose of the meeting shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting.

E. Decrease by Board of Directors. The Board of Directors may decrease the annual assessment from time to time if in its opinion such decrease is prudent.

F. Decrease by Members. The members may decrease the annual assessment from time to time by an affirmative vote of two-thirds of the members who are voting in person or by proxy at a meeting duly called for such purpose. A written notice setting forth the purpose of the meeting shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

G. 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 construction or reconstruction, unexpected repair, or replacement of a described capital improvement to the Roadway Easement and Dam Maintenance Easement, provided that any such assessment shall have the assent of



two-thirds of the vote of the members who are voting in person or by proxy at a meeting duly called for this purpose, a written notice of which, setting forth the purpose of the meeting, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The amount of the proposed assessment need not be stated.

H. First Year Assessment. Until November 1, 2000, Declarant shall maintain and keep in repair the Private Roadway Easement at its sole expense, and thereafter the cost of said maintenance and repair shall be the sole responsibility of the Association.

Section 6. Uniform Rate of Assessment. Annual assessments shall be a uniform rate and shall be collected on an annual basis.

Section 7. Quorum for Any Action Taken by the Members. The presence at the meeting of members or of proxies entitled to cast thirty percent (30%) of all votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, this Declaration of Covenants, Conditions, and Restrictions, or the By-Laws of the Association. If, however, such quorum shall not be present or represented at any meeting, the members present who are entitled to vote there at shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 8. The Effect of Nonpayment of Assessment & Remedies of the Association. Any assessments not paid within thirty (30) days after due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action against the Landowner personally obligated to pay the same and foreclose upon the lien against the property; and in either event, any interest, cost, or reasonable attorney's fees for any such action shall be added to the assessment. No owner may waive or otherwise escape liability for the assessment

provided for herein by non-use of the Roadway Easement and Dam Maintenance Easement or abandonment of his property.

Section 9. Subordination of Lien to Mortgages. The lien of the assessments provided for herein on any tract shall be subordinate to any mortgage on such tract. A lien for assessment is not affected by any sale or transfer of a tract except that a sale or transfer of any tract pursuant to foreclosure of a mortgage shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Arbitration. In the event of any dispute concerning the provisions of this Article, such dispute shall be settled by arbitration as presently provided by the laws of the state of North Carolina and as hereafter amended.

## ARTICLE V

### General Provisions

Section 1. Providing for Traffic Flow. It shall be the responsibility of the Association to maintain uninterrupted traffic flow along both the 60' Roadway Easement and Dam Maintenance Easement within the property.

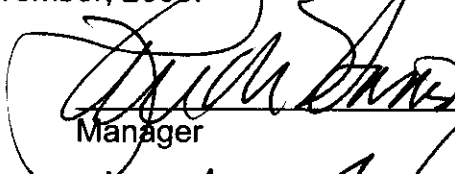
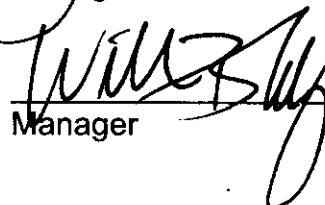
Section 2. Enforcement. The Association, or any Landowners, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any Landowner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so, thereafter.

Section 3. Severability. The invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 4. Amendments. These restrictive covenants cannot be amended, except for the term as set out in Section V, without the vote of three-fourths (3/4) of property owners, with each acre owned by the property owner representing one vote, not including any fractional acreage.

Section 5. Term. These restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these restrictive covenants are recorded, after which time said restrictive covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by Landowners of not less than three-fourths (3/4) of the tracts, has been recorded agreeing to change modify or terminate said restrictive covenants.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed, this the 20<sup>th</sup> day of November, 2000. Stanly Richmond & Co. LLC

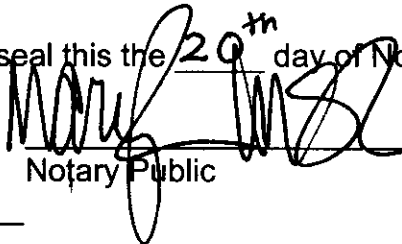
 (SEAL)  
Manager  
 (SEAL)  
Manager

NORTH CAROLINA

RICHMOND COUNTY

I, MARY ANNE MCINNIS a Notary Public in the county and state aforesaid do certify that Thomas M. McInnis, as Manager of STANLY RICHMOND & CO., LLC, and William B. Lilly, as Manager of STANLY RICHMOND & CO., LLC, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of the company.

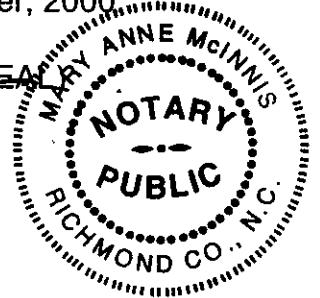
WITNESS my hand and official seal this the 20<sup>th</sup> day of November, 2000.

 (SEAL)  
Notary Public

My commission expires: 10-16-2005

scrc/mlc00

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STATE OF NORTH CAROLINA, COUNTY OF ALAMANCE

The foregoing certificate(s) of Mary Anne McInnis  
a Notary (or Notaries Public of the governmental units designated is (are) certified to be correct,  
Filed for registration on the 23 day of November 2000, at 11:56 o'clock A M.,  
and duly recorded in the Office of the Register of Deeds of this County in Book No. 1443 page 830

MURIEL W. TARPLEY Register of Deeds By Barbara Wilson Assistant Deputy Alamance County Printing Services RD0013.P65-2-DD

28.0