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Oxford, NC 27565

NORTH CAROLINA  
WARREN COUNTY

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FILED  
REGISTER OF DEEDS  
WARREN COUNTY, NC

LOBLOLLY VILLAGE SUBDIVISION 99 DEC 8 PM 2 06

#### RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that New Branch Home & Land, LLC, owner (hereinafter "Declarants") of the following described tract or parcel of land, known as Loblolly Village 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 1-25, Loblolly Village Subdivision (the "property") and hereinafter described, that the restrictive covenants, 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 Sandy Creek Township, Warren County, North Carolina, consisting of Lots 1 through 25, according to survey plat of record by Alan's Surveying Company, P.A., R.L.S., of Henderson, North Carolina, dated \_\_\_\_\_ in Cabinet 1, Slide 136A, Plat 7 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, 2019, 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 75 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, poultry, livestock, nor commercial kennels 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, doublewides, 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. Furthermore, singlewides shall not be allowed on lots 1 through 5, lots 11 through 14, and lots 18 through 25 unless authorized in writing by the Seller.
4. No loud, prolonged, repetitive noises shall be allowed in association with any lots described herein, including music, barking dogs, and the like.
5. All sheds shall be positioned on lots according to County Regulations and shall be composed of standard, attractive building materials.
6. No further subdivision of these tracts shall be allowed, although recombinations may be possible by written permission from the Seller.
7. All yards and homes shall be kept in clean, well-maintained condition at all times.
8. All lots shall access the interior roads for ingress and egress to the nearby state highway. No lots shall be allowed to access the state road except by the interior roadway system of the subdivision. In addition, all homes shall face the interior roadway system of the subdivision whenever possible.

#### EASEMENTS

The following portions of the property described as Loblolly Village 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 future 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 Loblolly Village 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 may be 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 the roads within the subdivision until such time, if ever, that said roads are accepted by the state for maintenance. Each lot shall be liable for a 1/25th share of the costs or any such maintenance repair.
2. The Loblolly Village Subdivision Property Owners' Association is hereby formed and 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 following proper majority vote of the Association as explained herein.
3. Any damage to the roads that is the result of the negligence or willful act of an owner or his family, 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 President of Loblolly Village 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 owners of record in Loblolly Village Subdivision, evidenced by an agreement executed by all of said then owners of record 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 judgement 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 written.

Declarant/Owner  
NEW BRANCH HOME & LAND, LLC  
By: [Signature]

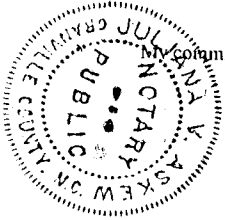
NORTH CAROLINA  
GRAHAM COUNTY

I, JULIANA V. ASKEW, a Notary Public for said County and State do hereby certify that Mark F. Darden personally appeared before me and acknowledged that he is Manager/Member of **New Branch Home & Land, LLC**, a North Carolina Limited Liability Company, and that by authority duly given and as an act of the company, the foregoing instrument was signed in its name by him.

WITNESS my hand and notarial seal this 8<sup>TH</sup> day of DECEMBER, 1999.

[Signature]  
NOTARY PUBLIC

My commission expires: 8-5-2003



North Carolina - Warren County  
The foregoing Certificate of Juliana V. Askew  
A Notary public of Graham Co., N. C. is  
Certified To Be Correct, Recorded On Dec 8  
19 99 At 2:06 O'clock P  
In Book 684 page 645  
[Signature]  
Register of Deeds