

FILED
WARREN COUNTY NC
YVONNE D. ALSTON
REGISTER OF DEEDS

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Prepared by and after recording return to:
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4208 Six Forks Road, Suite 1400
Raleigh, NC 27609

NORTH CAROLINA
COUNTY OF WARREN

COMMONWEALTH OF VIRGINIA
COUNTY OF MECKLENBURG

FIRST AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PEETE RIVER FARM

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PEETE RIVER FARM (this "Amendment") is made this 9th day of December, 2013 by HAWTREE PARTNERSHIP, L.L.C., a North Carolina limited liability company ("Declarant").

WITNESSETH:

THAT WHEREAS, reference is made to the Declaration of Covenants, Conditions and Restrictions for Peete River Farm dated June 8, 2006 and made by Declarant, recorded in Book 824, Page 635, in the Warren County, North Carolina Register of Deeds and recorded as instrument number 050006864 and instrument number 060003419, in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia (the "Declaration"), encumbering certain real property more particularly described therein;

WHEREAS, reference is further made to that "Final Plat; Peete River Farm Subdivision" recorded in Cabinet 1, Slide 248A, Plat 10, in the Warren County, North Carolina Register of Deeds and recorded in Plat Cabinet 2, Slide 44, Page 1-5 in the Clerk's Office of the Circuit Court of Mecklenburg County, Virginia (the "Plat");

WHEREAS, Declarant wishes to make certain revisions to the Declaration as more particularly described herein;

WHEREAS, Declarant holds more than two-thirds of the votes of the Association and is entitled to execute this Amendment without the joinder of any other party; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Declaration.

NOW THEREFORE, for good and valuable consideration, Declarant hereby declares as follows:

1. **Recitals.** The recitals set out above form an integral part of this Amendment and are incorporated into the body of this Amendment.
2. **Definitions.** The following definitions are added to Article I:
 - a. "Designated A Lot" shall mean and refer to any plot of land shown upon the Plat and designated by a numeral followed by the letter "A".
 - b. "Letter Parcel" shall mean and refer to each plot of land shown upon the Plat as "Parcel A", "Parcel B", "Parcel C", "Parcel D" or "Parcel E". The Letter Parcels shall not be considered Lots and shall be transferred in fee by Declarant to the Association as Common Area, subject to the terms herein contained.
 - c. "Project Identification Sign" shall have the meaning set out in Section 10.13.
3. **Voting Rights.**
 - a. In Section 4.1, the reference to "January 1, 2015" shall be and is deleted and replaced with "January 1, 2025."
 - b. The following new Section 4.3 is added to Article IV.

Designated A Lots. Notwithstanding the foregoing or anything herein to the contrary, there shall be no voting rights assigned to the ownership of any Designated A Lots. In determining the voting rights of any Member, the ownership of any Designated A Lot shall be disregarded.

4. **Property Rights.** The following new Section 5.7 is added to Article V.

Letter Parcels. The Letter Parcels shall be transferred in fee by Declarant to the Association and treated as Common Area for all purposes. Notwithstanding any other restriction relating to the use or transfer of Common Area, the Association shall have the right to transfer in fee all or any portion of a Letter Parcel to an Owner of a Lot if the Association determines that a particular Lot requires additional land for the purposes of supporting septic field capacity. Upon the transfer of all or any portion of a Letter Parcel as described in the preceding sentence, the portion so transferred shall be considered a Designated A Lot.

5. Covenant for Assessments. The following new text shall be added to the end of Section 6.5.

Notwithstanding the foregoing, for all purposes under this Article VI neither annual assessments nor special assessments shall be due or payable with respect to any Designated A Lots.

6. Maintenance of Properties. The following new Section 7.4 is added to Article VII.

Maintenance of Designated A Lots. The Association shall maintain the landscaping (mowing of grass, planting and replacing of landscaping, pruning of bushes and trees, etc.) for those Designated A Lots deemed by the Association (in its reasonable discretion) to be at or near entrance area to the Properties and helpful for the beautification of the entrance area, with costs for such maintenance being part of the annual assessments. An easement is hereby reserved by the Association for the purpose accessing such Designated A Lots to perform such landscaping activity. All other maintenance of the Designated A Lots, including without limitation any infrastructure on or under the surface of any Designated A Lots relating to the septic system serving any Lot, shall be the responsibility of the owner of the Designated A Lot. In the event any Owner fails to abide by its maintenance obligations with respect to a Designated A Lot, the provisions of Section 7.2 relating to the rights of the Association following the failure to maintain any Lot shall apply.

7. Restrictive Covenants; Maintenance.

- a. Designated A Lots. The following new text shall be added at the end of Section 10.1.

Notwithstanding the foregoing, no single-family residence or other above-surface development shall be permitted on any Designated A Lot. Except as provided in Section 10.13, it is understood that the use of each Designated A Lot is limited to providing sufficient drainage field capacity for the septic system associated with another specific Lot, which system is located in part on the Designated A Lot.

- b. Signs. The following new text is added to Section 10.13.

Notwithstanding the foregoing, Declarant hereby reserves for the benefit of the Properties and the Association an easement for the placement, replacement, repair and maintenance of a project identification sign (the "Project Identification Sign") for the Properties on Lot 39A (which is a Designated A Lot) shown on the Plat. The Association shall maintain the Project Identification Sign, with costs for such maintenance being part of the annual assessments.

8. Easements. The following new Section 13.6 is added to Article XIII.

Easement for Entrance Fencing and Landscaping. Declarant hereby reserves for the benefit of the Properties and the Association an easement for the placement, replacement, repair and

maintenance of fencing and landscaping in Designated A Lot 21A, Designated A Lot 36A, Designated A Lot 37A, Designated A Lot 38A, and Designated A Lot 39A.

9. Miscellaneous. The foregoing is intended to be an addition and a modification to the Declaration. Except as modified and amended by this Amendment, the Declaration shall remain unmodified and in full force and effect. If anything contained in this Amendment conflicts with any terms of the Declaration, then the terms of this Amendment shall govern and any conflicting terms in the Declaration shall be adjusted accordingly. The invalidity of any portion of this Amendment shall not have any effect on the balance hereof. This Amendment shall be governed by, and construed in accordance with, North Carolina law.

SIGNATURE PAGE ATTACHED HERETO

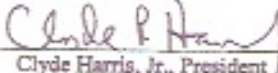
IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument effective as of the day and year first above noted.

DECLARANT:

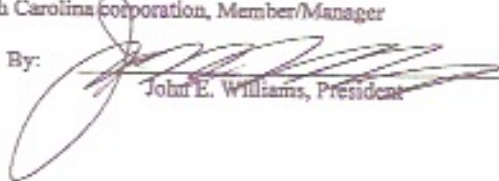
HAWTREE PARTNERSHIP, L.L.C.,
a North Carolina limited liability company

By: Hubquarter, LLC,
a North Carolina limited liability company, Member/Manager

By: Clyde Harris Realty, Inc.,
a North Carolina corporation, Member/Manager

By: 
Clyde Harris, Jr., President

By: John Edward Williams Development, Inc.,
a North Carolina corporation, Member/Manager

By: 
John E. Williams, President

STATE OF North Carolina

COUNTY OF Watauga

Halifax 2013

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and



I have personal knowledge of the identity of the principal(s)
I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

| Name | Capacity |
|----------------------|--|
| Clyde P. Harris, Jr. | The President of Clyde Harris Realty, Inc., a North Carolina corporation, Member/Manager of Hubquarter, LLC, a North Carolina limited liability company, Member/Manager of Hawtree Partnership, L.L.C., a North Carolina limited liability company |

Date: 12/9/2013

Jessica D. Hamill
Jessica D. Hamill, Notary Public
(print name)

My commission expires: October 3, 2017

(official seal)
Jessica D. Hamill
Notary Public
Halifax County, NC

STATE OF North Carolina

COUNTY OF Warren

Halifax ⁹⁰⁴

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and



I have personal knowledge of the identity of the principal(s)
I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

| Name | Capacity |
|------------------|--|
| John E. Williams | The President of John Edward Williams Development, Inc., a North Carolina corporation, Member/Manager of Hawtree Partnership, L.L.C., a North Carolina limited liability company |

Date: 12/9/2013

Jessica D. Hamill
Jessica D. Hamill, Notary Public
(print name)

(official seal)

My commission expires: October 3, 2017

Jessica D. Hamill
Notary Public
Halifax County, NC

CERTIFICATION OF VALIDITY OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PEETE RIVER FARM

By authority of its Board of Directors, Clyde Harris, Jr. hereby certifies that the foregoing instrument has been duly executed by the Owners of more than two-thirds of the voting authority of Lots of Peete River Farm and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions of Peete River Farm.

Clyde P. Harris, Jr.
Clyde P. Harris, Jr.
President

ATTEST:

CP Hamill
Secretary

STATE OF North Carolina

COUNTY OF Halifax

I, the undersigned, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and



I have personal knowledge of the identity of the principal(s)
I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

| Name | Capacity |
|----------------------|--|
| Clyde P. Harris, Jr. | The President of Peete River Farm Property Owners Association, Inc., a Virginia non-profit corporation |

Date: 12/9/2013

Jessica D. Hamill
Jessica D. Hamill, Notary Public
(print name)

(official seal)

My commission expires: October 3, 2017

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Jessica D. Hamill
Notary Public
Halifax County, NC

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