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**COVENANTS and RESTRICTIONS**  
**FOR**  
**SOUTH LANDING PROPERTY**  
**OWNERS ASSOCIATION, INC.**  
**SECTION I, II, III**  
**FEBRUARY 2, 2017**

**COVENANTS and RESTRICTIONS FOR  
SOUTH LANDING PROPERTY OWNERS ASSOCIATION, INC.**

**SECTION I, II and III**

**FEBRUARY 2, 2017**

NORTH CAROLINA

LEE COUNTY

KNOW ALL PERSONS BY THESE PRESENT, THAT:

WHEREAS, the South Landing Subdivision of Carolina Trace Development consists of three sections, hereinafter referred to as Section I, II, and III (collectively, "Property"); and

WHEREAS, Section I consists of all of the lots recorded in Plat Cabinet 3, Slide 378 of the Lee County Registry; Section II consists of all the lots recorded in Plat Cabinet 3, Slide 386 of the Lee County Registry; and Section III consists of all of the lots recorded in Plat Cabinet 1, Slide 142 of the Lee County Registry; and

WHEREAS, Sections I, II, and III share a common set of restrictive covenants, the Covenants and Restrictions for South Landing Property Owners Association, Inc. recorded in Lee County Public Registry, Book 450, Page 125; and

WHEREAS, the Covenants and Restrictions for South Landing Property Owners Association, Inc. recorded in Lee County Public Registry, Book 450, Page 125 specify at Section IV, Paragraph (M), which will become Section VI Paragraph (M) after the approval and filing of the amendment of February 28, 2015, that the said covenants may be amended by a majority vote of the lot owners; and

WHEREAS, the South Landing Property Owners Association, Inc., duly called a meeting of lot owners, which was held on February 4, 2016. Ballots to amend the Covenant and Restrictions were previously distributed to all lot owners and returned by January 28. Ballots were counted on February 1 and a majority of the South Landing lot owners entitled to vote decided to amend the Covenants and Restrictions for South Landing Property Owners Association, Inc. recorded in Lee County Public Registry, Book 450, Page 125 so as to state as follows:

KNOW ALL PERSONS BY THESE PRESENT, that the South Landing Property Owners Association, Inc., of Carolina Trace Development in Lee County, North Carolina, does hereby covenant and agree to and with all the persons or corporations who are or may

become the owners of the following lots or parcels of land or any one or more of them, lying and being in Greenwood Township, Lee County, North Carolina, and more particularly described as follows:

All of the lots recorded in the Office of the Register of Deeds of Lee County, North Carolina, in Plat Cabinet 3, Slide 378; in Plat Cabinet 3, Slide 386; and in Plat Cabinet 1, Slide 142. Reference to said maps is hereby made for a more perfect description of said lots.

WHEREAS, the said lots or parcels of land are hereby impressed and subject to the following covenants with restrictions which are hereby made covenants and restrictions running with the land shown upon said maps by whomsoever owned or hereafter acquired, to wit:

### SECTION I. DEFINITIONS

(A) "Association" shall mean the South Landing Property Owners Association, Inc., a nonprofit North Carolina corporation, its successors and assigns.

(B) "Board of Directors" or "Board" is defined as the Board of Directors of the Association, which is responsible for the management and administration of the Association. Unless reserved by or for the Declarant in the Declaration or by applicable law, all rights, powers, easements, functions, services, obligations and duties of the Association may be performed or directed by the Board on behalf of the Association.

(C) "Bylaws" shall refer to the Bylaws of the Association, as may be amended from time to time.

(D) "Common Properties" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the use and enjoyment of the Owners.

(E) "Covenants" shall mean and refer to these Covenants and Restrictions for South Landing Property Owners Association, Inc., as amended of record in the Lee County Registry.

(F) "Lot" shall mean any plot of land within the Property, whether or not improvements are constructed thereon, which is intended for residential development, use and occupancy. The term shall refer to the land, if any, which is a part of the Lot as well as any improvements thereon.

(G) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Property, excluding, however, any Person

holding such interest merely as security for the performance or satisfaction of any obligation.

**(H)** "Property" shall mean and refer to the real property that is subject to these Covenants, being Sections I, II, and III of South Landing Subdivision of Carolina Trace Development, as is more particularly described above and in recorded plats for the subdivision.

## **SECTION II. RESERVATIONS and EASEMENTS**

**(A) Electrical Power.** A reservation or easement for right-of-way to Progress Energy, its successors and assigns, the right, privilege and easement to go upon the Property to construct, maintain and operate in and upon and through said Property in a manner suitable to it with wires and other necessary apparatus and appliances a line or lines for the purpose of transmitting power by electricity, together with the right at all times to enter upon said Property for the purpose of inspecting said lines and making necessary repairs and alterations thereon. The right to permit the attachment of and/or carry in conduit wires and cables of any other company or person, together with the right at all times to cut away and keep clear of said lines all trees and other obstructions that may in any way endanger the proper maintenance and operation of the same.

It is understood and agreed that the right-of-way herein granted is for a system of underground electric lines to provide electric service at any point where it is requested on the above described land, and that said electric lines shall be installed at locations mutually suitable to the parties hereto. The excavations necessary to install, inspect, repair and operate said system of lines shall be backfilled and tamped to conform to the adjacent ground surface, and the surplus dirt, if any, shall be removed; and, having done this in a reasonably satisfactory manner, the grantee shall have no further responsibility in respect thereto.

**(B) Telephone.** A reservation or easement to Windstream, its successors and assigns, the right and privilege to go in and upon the Property to construct, maintain and operate in, upon, and through said premises, in a proper manner, with wires and other necessary apparatus and appliances, a line for communications and for the purpose of transmitting electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said line and making necessary repairs and alterations thereon; and the right to permit the attachment of and/or carry in conduit wires and cables of any other company or person; together with the right at all times to cut away and keep clear said line all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same. To have and to hold the aforesaid right, privilege and easement unto Windstream, its successors and assigns forever. This easement is for underground telephone facilities only.

**(C) Water and Sewer.** Carolina Trace Utilities, Inc., for itself and its successors and assigns, hereby reserves, and is given a perpetual easement, privilege and right for utility, sewer line, water line and pedestrian walkway purposes, on, in and under a ten (10) foot strip along the interior side lot line of each Lot, and on, in and under a thirty (30) foot strip along the shore line of the Carolina Trace Lake. This easement will be controlled and regulated by the South Landing Architectural Committee.

Sewer systems shall be designed, located and constructed in accordance with plans submitted to and approved by the South Landing Architectural Committee. When central sewer systems are available to Lots, it will be mandatory that the Owner of each Lot purchased after such sewer facilities become available to connect to the central system. Central water system will be available and each Owner will connect to the central water system.

**(D) Television Cables.** A reservation or easement for right-of-way to Charter Communications, its successors and assigns, the right, privilege and easement to go upon the Property to construct, maintain and operate in and upon and through said premises in a manner suitable to it with cables and other necessary apparatus and appliances, a line or lines for the purpose of transmitting cable television, together with the right at all times to enter upon said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon; the right to permit the attachment of and/or carry in conduit wires and cables of any other company or person, together with the right at all times to cut away and keep clear of said lines all obstructions that may in any way endanger the proper maintenance and operation of the same.

It is understood and agreed that the right-of-way herein granted is for a system of underground cable television lines to provide cable television service at any point where it is requested on the above described land, and that said cable television lines shall be installed at locations mutually suitable to the parties hereto. The excavations necessary to install, inspect, repair and operate said system of lines shall be backfilled and tamped to conform to the adjacent ground surface and the surplus dirt, if any, shall be removed. All roadways shall be resurfaced to conform to previous conditions. Having done this in a satisfactory manner, the grantee shall have no further responsibility in respect thereto.

### **SECTION III. PROPERTY OWNERS ASSOCIATION**

**(A) Establishment and Operation.** There was established, as of 4 December 1979, for South Landing the South Landing Property Owners Association, Inc., hereafter called the Association. The Association operates as a non-profit corporation and shall be governed by its published Bylaws.

**(B) Membership.** Every person or entity who purchases any Lot in South Landing shall be a member of the Association, provided that any such person or entity who holds such

ownership or interest merely as a security for the performance of an obligation shall not be a member.

**(C) Voting Rights.** There shall be one class of voting membership in the Association. Voting members shall be all those persons or entities who hold the title to a Lot in South Landing. When more than one person holds such interest in any Lot, all such persons shall be members and jointly shall be entitled to only one vote which shall be exercised by the joint Owners as they among themselves determine.

**(D) Owner Privileges.** Every Owner shall have a right and easement of enjoyment in and to the Common Properties shown on the recorded plats of South Landing and such easement shall be appurtenant to and shall pass with the title to every Lot subject to the right of the Association to impose regulations for the use and enjoyment of the Common Properties and improvements thereon, which regulations may further restrict the use of the Common Properties.

**(E) Deed Transfer.** Carolina Trace Corporation held legal title to and control of the Common Properties in sections of South Landing from July 30, 1973 and March 7, 1978 respectively until October 24, 1986 when the Association gave evidence that it could adequately maintain and operate the same. At that time, the deed to all the Common Properties in South Landing sections I, II and III was transferred to and accepted by the Association. The deed is recorded in the Office of the Register of Deeds of Lee County in Book 390 Page 140.

**(F) Assessment Agreement.** Each Owner, by acceptance of a conveyance of a Lot within South Landing, whether or not it shall be expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay:

- (1) Annual assessments or charges, and
- (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made as hereinafter set out.

**(G) Purpose of Assessments.** The assessments, annual and special, as aforesaid shall be for the purpose of promoting the recreation, health, safety and welfare of Owners and in particular for the improvement, maintenance, services and facilities relating to the Common Properties, including but not limited to the payment of taxes on the Common Properties, insurance thereon, maintaining landscaping and repairing private roads and walkways and like Common Properties and facilities in South Landing, provide for pest control when needed and in general provide those services important to the development

and preservation of an attractive community appearance and for the privacy and general safety of all Lots.

**(H) Annual Assessment Amounts.** Effective for the calendar year 2017 and each year thereafter the annual assessment amounts for improved and unimproved lots shall be proposed and approved by the Board of Directors. Such amounts shall consist of the annual budget of the Association which includes the Association's operating budget, reserve allocations and pro-rata share of assessments for the Carolina Trace Association's maintenance of Traceway, operation of the Carolina Trace Security Gate, and other Carolina Trace Association dues and fees assessed by it and to be paid to it.

Consideration of the Association's current maintenance costs and future needs, and changes to the Carolina Trace Association assessments may require a proposed change in the then-current annual assessment amounts. Such a proposed change requires the assent of the majority of the eligible members voting in person or by proxy at a duly called and noticed meeting for that purpose at which a quorum is present. At such meeting, those eligible members present in person or by proxy shall constitute a quorum.

**(I) Assessment Year Basis.** The annual assessments provided for herein shall be on a calendar year basis. Annual assessments shall be payable in advance and shall be due no later than January 1 of each year. Interest will be assessed for late payments after the due date. A Lot shall be deemed a "developed Lot" for purposes of the assessments contained in this Section II commencing the first of the month following the month in which a Certificate of Occupancy (C of O) was issued for any house constructed on the said Lot. Any additional assessment will be prorated and payable the month following that in which the C of O was issued.

**(J) Special Assessments.** In addition to the annual assessments authorized herein, 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 costs of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Properties, provided any such assessment shall have the assent of two-thirds of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty days in advance and shall set forth the purpose of this meeting, and at such meeting, the members or their proxies entitled to cast 51% of all votes of the membership shall constitute a quorum.

**(K) New Construction Road Maintenance Fee.** The owner of each Lot upon which a new residence is to be constructed shall pay a Road Maintenance Fee of Four Thousand Dollars (\$4,000.00). This fee shall be paid to the Association at the time the Owner desiring to construct such residence files his indemnity agreement with the Architectural Committee of the Association.

(1) Any Owner desiring to make an addition to an existing residence shall pay a Road Maintenance Fee calculated as follows:

Square footage of less than 145 square feet	No fee
Square footage of 145-500 square feet	\$ 500.00
Square footage of 501-750 square feet	\$ 750.00
Square footage of 751-1,000 square feet	\$1,000.00
Square footage of 1,001 square feet or more	\$1,500.00

(2) The Road Maintenance Fee shall be paid at the time the Owner of such residence files his construction indemnity agreement with the Architectural Committee.

(3) The Road Maintenance Fee required to be paid pursuant to the terms of these resolutions does not replace or modify in any manner whatever any other fee or assessment which is required or which may be due in connection with the construction of a new residence or construction of an addition to an existing residence.

(4) No Owner shall commence the construction of a new residence or an addition to an existing residence until all Road Maintenance Fees due pursuant to the terms of these resolutions have been paid in full.

(5) All Road Maintenance Fees assessed pursuant to the provisions of these resolutions shall constitute a lien upon the Lot on which a new residence is to be constructed or the Lot on which the residence to which additions are being made is located. Unpaid Road Maintenance Fees become an assessment upon the Lot, subject to the same mechanisms available to collect unpaid annual assessments as specified in Section III M below.

(6) The amount of these Road Maintenance Fees may, after consideration of current maintenance costs and future needs, be changed, provided that such changes shall have the assent of a majority of the members voting in person or by proxy at a duly called and noticed meeting at which a quorum is present. At such meeting, those members present in person or by proxy shall constitute a quorum.

**(L) Membership Roster.** The Association shall prepare and maintain a roster of all members and assessments applicable thereto which roster shall be accessible to all members of the Association at all times.

**(M) Assessment Lien.** If the assessments, either annual or special, are not paid when due, then such assessments shall become delinquent and shall, together with such interest thereon, and costs of collection thereof, as hereinafter provided, become a continuing lien on the Lot, in the hands of the owner, his heirs and assigns. The personal obligation of the Owner to pay such assessment, however, shall remain his personal obligation for the statutory period provided by law and shall not pass to his successors in title unless expressly assumed by them. The Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property.



The lien of the assessments provided for in this section shall be prior to and superior to all other liens except only (1) ad valorem taxes and (2) all sums unpaid on a first mortgage or deed of trust to secure debt of record. The sale or transfer of any Lot shall not affect the assessments lien, provided, however, that the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage thereon shall extinguish the lien of such assessments as to the payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

**(N) Property Exempt from Assessment Liens.** There shall be exempted from the charges and liens herein all Common Properties dedicated and used for the benefit of all Owners.

**(O) Collection and Disbursement of Assessments.** All assessments, both annual and special, as herein provided, shall be levied, collected and disbursed by the Association.

#### **SECTION IV. ARCHITECTURAL CONTROL**

##### **(A) Architectural Committee.**

(1) Composition. An architectural committee ("Architectural Committee") consisting of three South Landing property owners will be the primary party to enforce certain architectural standards as hereafter set forth. At or prior to the South Landing annual meeting, the South Landing Board of Directors will nominate individuals to serve on two seats of the committee. Nominations may also be taken from the floor at the annual meeting for those positions. The members of the Association will elect at the annual meeting, in the same manner as the election of new Board members, two individuals that will serve on the Architectural Committee. The chairperson of the Architectural Committee shall be a member of the Board of Directors, who shall be appointed by the Board members. If, during the course of the year, a committee member can no longer fulfill the necessary duties, the Board of Directors has the responsibility and authority to name a replacement to serve until the next annual meeting.

(2) Responsibilities. The Architectural Committee must approve or disapprove plans and specification required under this Section III within thirty (30) days after said plans and specifications have been submitted to it, or such approval will not be required, and this covenant will be deemed to have been fully complied with.

Board of Directors Review. The Architectural Committee Chairman will report new construction with descriptions of the proposed new house or addition to an existing house at the next monthly meeting of the Board of Directors after the plans have been submitted to the Architectural Committee. Any building variance approved by the Architectural Committee must also be approved by the Board of Directors before an approval letter is sent to the builder/property owner. The Architectural Committee

Chairman shall have the authority to call for a special Board meeting if it is required to stay within the above mentioned (30 days) time limit.

(3) Approval of Contractors/Builders. Any contractor/builder of any home, room addition, or major construction on any Lot subject to this Declaration must, before beginning construction of each such home, be approved by the Architectural Committee as to building experience and ability to build homes or other structures of the class and type of those which are to be built on the Lot subject to these Covenants. No person shall be approved as a contractor or builder by the Architectural Committee unless such person obtains his income primarily from construction of residences. No Lot Owner will be permitted to act as his own builder or contractor except where such owner obtains his income primarily from the construction of residences and otherwise meets the qualifications for approval by the Architectural Committee as hereinabove set forth. Approval of a designated contractor/builder requested in the property owner's application to the Architectural Committee should be given only after said contractor/builder has verified receipt of any applicable guidelines and restrictions promulgated by the Association.

(4) Building Requirements

(a) Location. No building of any kind, including garages, shall be located on any Lot less than 50 feet from the front and rear lot lines and less than 20 feet from any side lot line. Variances may be made by the Architectural Committee for problem areas such as corner Lots and Lots with odd shapes and topography. Any such variances must also be approved by the Board of Directors. Variances should be made only after taking into account adjacent structures already in existence and that might be properly planned in the future.

(b) Final Plans and Specifications. No house, pre-construction Lot clearing, garage, playhouse, outbuilding, fence, wall or other above-ground structure shall be commenced, erected, or maintained upon any property subject to these Covenants, nor shall any exterior addition to, change in, or alteration of any said structures be made until complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, locations and floor plans thereof, and showing front, side, and rear elevations thereof and the name of the contractor/builder, have been submitted to, and approved in writing by, the Architectural Committee, its agents, successors, or assigns, as to harmony of exterior design and general quality with the existing standards of the neighborhood and as to location in surrounding structure and topography. Vinyl siding shall not be used as the primary exterior construction material, however it may be used as an accent material. All house plans must include provisions for an attached garage. All rules, documentation and guidelines that are set forth in the then-current South Landing Construction Guidelines & Architectural Committee Oversight document must be followed and maintained throughout the entire construction cycle. Failure to do so may be subject to fines and or liens against the contractor/builder and/or the Owner.

(c) One Story or Split Level Dwellings. The enclosed, heated living area (exclusive of garages, porches, terraces, bulk storage and basement) of one-story or split level dwellings shall cover a ground area of not less than 1,700 square feet.

(d) Story-and-a-Half Dwellings. The enclosed, heated living area (exclusive of garages, porches, terraces, bulk storage and basement) of all story-and-a-half dwellings shall cover a ground area of not less than 1,500 square feet. All story-and-a-half dwellings shall have a minimum of 2,100 square feet of floor space in enclosed, heated living areas, except that if the ground area covered is at least 1,700 square feet, the requirement of the 2,100 square feet of total living area shall not apply.

(e) Two-Story Dwellings. The enclosed, heated living area, (exclusive of garages, porches, terraces, bulk storage and basement) of all two-story dwellings shall cover a ground area of not less than 1,100 square feet. All two-story dwellings shall have a minimum of 2,200 square feet of floor space in enclosed, heated living areas, except that if the ground area covered is at least 1,700 square feet, the requirement of 2,200 square feet of total living area shall not apply.

(f) Maintenance during Construction. During construction of any structure, above or below ground, on any Lot subject to these restrictive covenants, it shall be the responsibility of the Owner:

1. To insure that the Lot and roads in the subdivision are clean and free of any construction debris; and
2. To insure repair to any cuts in the surface of the road made necessary by said construction. Whenever the Owner's contractor/builder shall find it necessary to cut the surface of any road in South Landing to lay water pipe, sewer pipe, etc., the Owner shall have placed a temporary patch of asphalt on the cut immediately after the pipe is laid. Upon completion of construction, the Owner shall insure that the road which has been cut shall be restored to equal or better standards than the remainder of the road; and
3. To be responsible for the actions of any contractor/builder or subcontractor working on the construction, and to insure that all such contractors/builders or subcontractors keep the roads in South Landing to the same standards as the owner is required to keep them.

If any Owner, contractor/builder, or subcontractor shall fail to perform any work as required by these Covenants then the owner agrees that the Association may perform such work and charge to the owner the cost of performing such work. The Owner agrees to reimburse promptly the Association for any costs expended under this agreement, together with interest at the rate of 1 ½% per month from and after the date of billing, together with the Association's costs of collection including reasonable attorney's fees. Unpaid amounts become an

assessment upon the Lot, subject to the same mechanisms available to collect unpaid annual assessments as specified in Section III M.

(g) Water Drainage. Grading of the Lot shall be such that the natural drainage is not disturbed and diverted to an adjacent Lot and shall be performed in accordance with current Construction Guidelines and Architectural Committee oversight document.

(h) Chimney Spark Arrestors. All dwellings must be equipped with a spark arrestor on each chimney.

## SECTION V. USE RESTRICTIONS

**(A) Occupancy.** Before any dwelling may be occupied it must be completely finished on the exterior.

**(B) Garbage and Refuse Disposal.** Containers for garbage or other refuse shall be underground or kept in sanitary enclosures on the side or rear of the dwelling, or in the garage out of sight, so as not to be accessible to animals or visible from the street and maintained under sanitary conditions. Residents using an outside garbage disposal service may put their garbage containers out the night before, but not before 4 pm, provided the refuse is in closed containers. The empty containers shall be restored to their enclosed original location on or before midnight the day of pickup.

**(C) Clothes Lines.** No clothes lines, clothing, or other paraphernalia of any sort or description shall be visible on any Lot subject to these restrictions.

**(D) Animals and Livestock.**

(1) No animals, livestock, or poultry of any kind shall be raised, kept or bred on any portion of the Property, including any Lot, except house pets and they shall not exceed two such pets for each household, providing that they are not kept, bred, or maintained for any commercial purposes. Kennel operations are not permitted. A kennel is defined here as an establishment for the breeding or boarding of any animal.

For purposes of this section, the term "household pet" shall not include any animal for which a permit must be obtained from a local, state or federal government to legally keep such animal, nor shall the term include chickens, pigs, horses, goats, sheep, cows, or other type of livestock of any size, including pygmy and miniature varieties.

(2) No pet can be allowed to leave the premises and run at large, unless such house pet is secured, held or contained by a chain, rope, cage, or other container, or by other

means of physical restraint and in the physical custody of the person maintaining such animal, or other person assuming control of such household pet.

**(E) Lot Use.** All Lots subject to these requirements shall be used as single, immediate family-only residential Lots. Immediate family includes someone's spouse or significant other, parents and grandparents, children and grandchildren, brothers and sisters, mother in law and father in law, brothers in law and sisters in law, daughters in law and sons in law. Adopted, half and step members are also included in immediate family.

**(F) Parking.** Adequate off-street parking shall be provided by the Owner of each Lot for the parking of automobiles operated by such Owner or occupant of the Lot and their guests and invitees. There shall be no parking on the streets, except on a temporary basis. The Board may enact reasonable rules and regulations governing the temporary parking of automobiles on the streets. There shall be no overnight parking on the streets whatsoever.

**(G) Waterfront Property Maintenance.** For the purpose of avoiding an unsightly or undesirable waterfront, no boathouse, bathhouse, private dock, pier, raft or landing site or other structure shall be erected or maintained at or upon the shoreline of any Lot having water frontage or upon land under water in front of such Lot, excepting where special written permission is granted by the Architectural Committee. The Architectural Committee will only give permission for such structure if the structure does not in any way detract from the natural beauty of the lake and is approved by the Carolina Trace Country Club Board of Governors.

**(H) General Property Maintenance.** Each Owner shall keep his Lot free of tall grass, undergrowth, dead trees, trash and rubbish and keep his Lot and dwelling properly maintained.. At a minimum, each Owner is responsible for maintaining the exterior of his dwelling including, but not limited to, replacing broken windows; painting exterior surfaces; eliminating peeling paint; and removing mold and mildew from the roof and all other exterior surfaces. Owners and tenants shall not dump refuse (garbage, leaves, tree limbs etc.) on any Lot (vacant or occupied) or other area not owned by them. Owners and tenants shall refrain from placing cut trees or tree limbs out on the street edge of their property for semi-annual pick up prior to one month from pick up date.

In the event an owner of any Lot does not properly maintain his Lot, including his dwelling, as above provided, in the opinion of the Architectural Committee, then the Architectural Committee may have the required work done and the costs thus incurred in performing the work shall be paid by the Owner. Unpaid amounts become an assessment upon the Lot, subject to the same mechanisms available to collect unpaid annual assessments as specified in Section III M.

**(I) Nuisances.** No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used

exclusively for security purposes, shall be in use upon the exterior of a dwelling or upon a Lot, nor shall such devices be used within a dwelling located upon a Lot if the same can be heard by residents of neighboring Lots.

No wood, leaves, refuse, trash, garbage, debris, or other waste matter of any kind may be burned upon any Lot (including in fire pits or on decks) or upon the common area.

**(J) Trade Materials/Recreational Vehicles.** No trade materials, inventories or commercial equipment may be stored upon the Property, including upon a Lot. No commercial vehicle, boat, trailer, boat trailer, bus, motorized camping vehicle, recreational vehicle, motor home, mobile home, limousine, food truck, construction equipment, camper, trucks (except pick-up trucks or sport utility vehicles), minibike, motor scooter, go-cart or similar recreational vehicles or equipment, towed vehicle, or tractor may be stored or regularly parked upon the Property, including upon a Lot, except in garages, or well screened enclosures approved by the Architectural Committee. No vehicle shall be regularly parked or stored upon a Lot or upon the Property that has visible ladders, tools, mowers, or other similar equipment, whether such equipment is permanently attached or not.

Notwithstanding the foregoing, vehicles that have commercial signs (and would be otherwise permitted pursuant to this section) may be parked upon a Lot as long as the signage is covered by blank magnetic panels and approved by the Board.

**(K) Signs.** No signs shall be permitted on any Lot except one professionally lettered builder's identification sign during construction. No realtor's signs are permitted.

**(L) Mopeds/ATVs/Skateboards/Roller Blades/Golf Carts.** Mopeds, ATVs, or other similar recreational/sports vehicles and equipment which may be driven, ridden, or operated in a noisy, reckless or speeding manner to the annoyance or endangerment of others are prohibited. The use of skateboards and roller blades on Common Properties, including streets and tennis courts, is strictly prohibited. Golf carts are not to be driven or operated on streets or other Common Properties by persons under the age of 16 (sixteen) unless accompanied by a responsible adult.

**(M) Rentals.** Lots may be rented or leased only for residential purposes. All leases must be in writing and must require that the tenant acknowledge receipt of a copy of the Covenants, the Bylaws, and any rules or regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing, and the lease shall provide that the violation of any provision of the Covenants, the Bylaws, or rules and regulations of the Association shall be a breach of said lease, subjecting the tenant to termination of the lease and eviction. The Board may enact additional reasonable rules and regulations regarding the leasing of Lots, including, without limitation, a requirement that leases be registered with the Association and that tenant contact information and vehicle information be provided to the Board.

All provisions of the Covenants, Bylaws, and rules and regulations which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all

renters and occupants of a Lot. Fines may be levied against Owners for any violations of the Covenants, Bylaws or rules and regulations committed by renters or other occupants, guests or invitees in the same manner as if the Owner had committed such violation.

## **SECTION VI. GENERAL PROVISIONS**

**(A) Effective Periods.** This Amended and Restated Statement of Covenants, and Restrictions of the South Landing Property Owners Association, Inc., Sections I, II and III shall run with the land and be binding upon all parties and all persons claiming under them effective upon recording, or, if determined by a court of competent jurisdiction, shall be effective no later than January 1, 2018. These covenants and restrictions shall not expire and may be changed or amended at any time, in whole or in part, by vote of a majority of the Owners of all Lots subject hereto.

**(B) Enforcement.** The Association, or any Owner, shall have the right to enforce by proceeding at law or in equity, all restrictions, covenants, reservations, liens and charges now and hereinafter imposed by the provisions herein. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

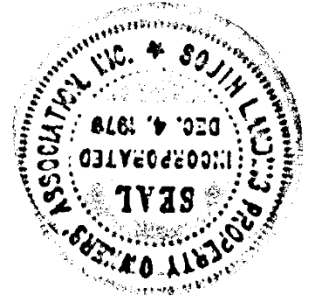
**(C) Captions.** The captions preceding the various sections of these Covenants are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of this statement.

IN WITNESS, WHEREOF, these amended restrictive covenants have been approved and adopted by a majority of the lot owners of South Landing Subdivision, and these amended restrictive covenants have been executed on behalf of South Landing Property Owners Association, Inc., by its President, attested by its Secretary, and sealed with its corporate seal, this

7th day of April, 2017

South Landing Property Owners Association, Inc.

BY *Russell Woods*  
Russell Woods, President



ATTEST:

I, Karen Battschinger, Secretary of South Landing Property Owners Association, Inc., hereby attest as follows:

1. That Russell Woods is President of the South Landing Property Owners Association, Inc.
2. That a meeting of the South Landing Property Owners Association, Inc., was held on February 2, 2017; that there are 142 residential building site lots in South Landing; that at the said meeting a motion to amend the Covenants and Restrictions for South Landing Property Owners Association recorded in Lee County Public Registry, Book 450, Page 125 was made, seconded, and brought to a vote; that the number of lots voting in favor of the motion was 72; that the President thereupon declared that a majority of the lot owners in South Landing had voted to amend the Covenants and Restrictions for South Landing Property Owners Association recorded in Lee County Public Registry, Book 450, Page 125 in accordance with the provisions of Section IV, Paragraph (M) of the said covenants.

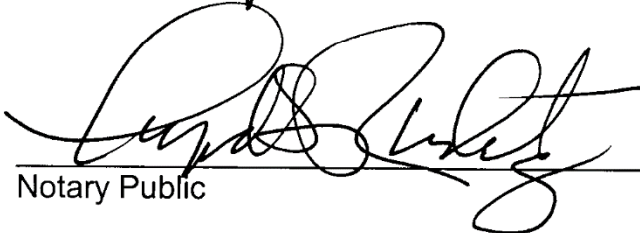
BY *Karen Battschinger*  
Karen Battschinger, Secretary



NORTH CAROLINA  
LEE COUNTY

I, Alfred S. RUSHATZ, a Notary Public for said County and State, do hereby certify that Karen Battschinger, personally appeared before me this day and stated that she is the Secretary of South Landing Property Owners Association, Inc., a North Carolina corporation, and that by authority duly given and as the 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 official seal, this 7<sup>th</sup> day of April, 2017.

  
\_\_\_\_\_  
Notary Public

**Alfred S. Rushatz**  
Notary Public  
Lee County  
State of North Carolina  
My Commission Expires May 24, 2019

Notary Public

My commission expires:  
5/24/2019

**NOTE: Original Document is signed, notarized and on file at Register of Deeds, Lee County Court House.**