

765



Doc ID: 009915460007 Type: CRP
 Recorded: 01/14/2025 at 03:57:37 PM
 Fee Amt: \$26.00 Page 1 of 7
 Nash County North Carolina
 Sandra D. Davis Register of Deeds
 BK **3390** PG **765-771**

Prepared by and return to: S. Bryan Radford
 Connor Bunn, PLLC
 2514 Nash Street N
 Wilson, NC 27896

NORTH CAROLINA
 NASH COUNTY

AMENDMENT AND ANNEXATION TO
 DECLARATION RESTRICTIVE COVENANTS FOR
 CULPEPPER LANDING SUBDIVISION

THIS AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR
 CULPEPPER LANDING dated the 9th day of January, 2025 by EAST COAST
 TIMBERLAND, INC, a North Carolina corporation and CMH HOMES, INC., a Tennessee
 corporation;

WITNESSETH:

THAT WHEREAS, East Coast Timberland, Inc. executed as Developer those certain
 Declaration of Restrictive Covenants for Culpepper Landing, Phase One dated July 29th, 2024
 and recorded in Book 3361, Page 587, Nash County Registry.

WHEREAS, East Coast Timberland, Inc. conveyed to CMH Homes, Inc. lots 1-8,
 inclusive and Lots 17-20, inclusive by deed recorded in Book 3366, Page 872, Nash County
 Registry.

WHEREAS, the recorded Plat of Culpepper Landing, Phase One, shows a private ingress, egress, and regress access right-of-way, known as Alice Court, to benefit the owners of Lot 8, Lot 17 in Phase One and all future development lot owners in Phase Two.

WHEREAS, the parties hereto are owners of all the lots in Culpepper Landing, Phase 1 as shown on a plat recorded in Map Book 45, Pages 227-228 and revised in Map Book 45, Pages 231-232, Nash County Registry; and

WHEREAS, said Restrictive Covenants provide that said Covenants may be amended by an instrument signed by a majority of the owners of the lots; and

WHEREAS, the parties hereto represent owners of the all lots of Culpepper Landing, Phase One; and

WHEREAS, the parties hereto desire to amend said Restrictive Covenants by the creation of a Home Owners Association, which shall be responsible for the maintenance and upkeep of the private street right-of-way known as "Alice Court" and any other future common areas of Culpepper Landing; and

WHEREAS, the parties hereto propose and intend that this Amendment shall henceforth be binding upon themselves, their heirs, successors and assigns, and upon future owners of the property described on Exhibit A attached to the aforementioned Declaration of Restrictive Covenants as amended hereby.

NOW, THEREFORE, in consideration of the premises and for the purposes herein expressed, the parties hereto do hereby set forth and declare that the previously recorded Declaration of Restrictive Covenants for Culpepper Landing shall be amended by the addition of the following paragraphs:

19. The owners of Lot 8 and Lot 17 shall be a member of the Culpepper Landing Homeowners Association and shall be subject to annual and/or other assessments. Membership shall be appurtenant to and may not be separated from ownership of a Lot, which is subject to assessment.

20. Culpepper Landing Homeowners Association shall be solely responsible for the maintenance and upkeep of the private right-of-way, known as "Alice Court". The Association shall keep the right-of-way maintained in good condition at all times to allow ingress, egress and regress in all-weather passable conditions for the benefit of the owners of Lot 8 and Lot 17, as well as any future lot owners that will use "Alice Court", including all of Phase Two lots.

21: The name of the Association shall be Culpepper Landing Homeowners Association, Inc.

22. The Developer reserves the right to subject the property to additional covenants, restrictions, easements, uses, privileges, changes, and assessments in his sole discretion. Developer further reserves the right to subject additional property to this Declaration and any annexed additional property so subjected, shall become members of the Culpepper Landing Homeowners Association.

23. The Association shall have the right to enforce collection of dues, fees and assessments through any lawful means, including but not limited to: placing a lien on any property for which dues are not paid within thirty (30) days of the due date, suspending voting rights, and collecting any accrued interest on unpaid fees, cost of collections including attorneys fees and court costs.

24. Culpepper Landing Phase Two lots are hereby subjected by annexation to the Declaration of Restrictive Covenants for Culpepper Landing referenced above are more

particularly described on Exhibit A, attached hereto. The lands described on Exhibit A are hereby subjected to all restrictions, notices reservations and data shown on said recorded plat and to all easements, covenants and restrictions in that Declaration of Restrictive Covenants for Culpepper Landing and any amendment thereto, which covenants shall run with the lands described and be binding on all parties having or acquiring any right, title or interest in and to said lots.

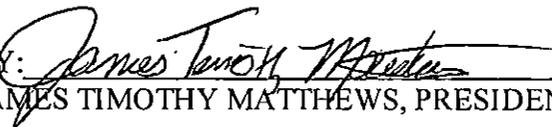
25. The owners of Lot 8, Lot 17 and all Phase Two lots shall, by virtue of their ownership, become members of the Culpepper Landing Homeowners Association, Inc. and shall be subject to the rules and regulations and assessments imposed by the Homeowners Association in the performance of its duties in maintaining and caring for the private right-of-way known as "Alice Court" and shall be further subject to all rights and remedies available to the Homeowners Association for failure to pay any dues or assessments in a timely manner. The owners further acknowledge that the road was not constructed to minimum standards sufficient to allow its inclusion on or to the State highway system for maintenance and are solely responsible for the maintenance of "Alice Court".

Except as amended hereby, said original Declaration of Restrictive Covenants for Culpepper Landing, recorded in Deed Book 3361, Page 587, Nash County Registry shall remain in full force and effect.

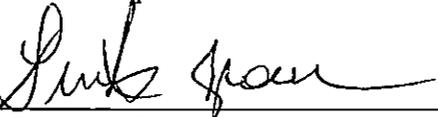
SIGNATURE PAGES TO FOLLOW

IN TESTIMONY WHEREOF, the parties hereto have signed this instrument for the purposes herein expressed and set their seals, the day and year first above written.

EAST COAST TIMBERLAND, INC.,
a North Carolina corporation

BY:  (SEAL)
JAMES TIMOTHY MATTHEWS, PRESIDENT

CMH HOMES, INC.,
a Tennessee corporation

BY:  (SEAL)
Gerald Managay

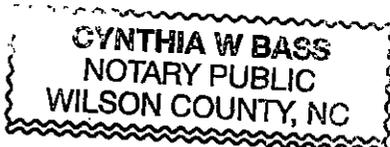
STATE OF NC
COUNTY OF Wilson

I, Cynthia W. Bass, a Notary Public, in and for said County and State, do hereby certify that **JAMES TIMOTHY MATTHEWS**, as **PRESIDENT** of **EAST COAST TIMBERLAND, INC.**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes expressed therein.

WITNESS my hand and Notarial Seal, this 9th day of January, 2025.

Cynthia W. Bass
Notary Public

My Commission Expires: 8/30/27 Printed Name of Notary: Cynthia W. Bass



STATE OF North Carolina
COUNTY OF Wilson

I, Priscila Solis, a Notary Public, in and for said County and State, do hereby certify that Frank Brown, as General Manager of **CMH HOMES, INC.**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes expressed therein.

WITNESS my hand and Notarial Seal, this 9th day of January, 2025.

Priscila Solis
Notary Public

My Commission Expires: 12/11/2025 Printed Name of Notary: Priscila Solis

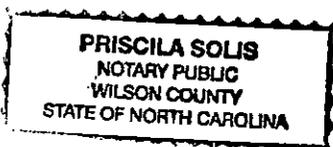


EXHIBIT A

Lying and being situate in Castalia Township, Nash County, North Carolina and more particularly described as follows:

BEING all of Lot 8 and Lot 17 as shown on that certain plat entitled "Major Final Plat of Phase One of Culpepper Landing", recorded in Map Book 45, Pages 227-228, Nash County Registry and revised in Map Book 45, Pages 231-232, Nash County Registry and being all of Lots 9 – 16, inclusive, as shown on that certain plat entitled "Major Final Plat of Phase Two of Culpepper Landing", recorded in Map Book 45, Page 351-352 Nash County Registry.

26.00
Planning