

FILED in PERQUIMANS County, NC
on Apr 04 2006 at 02:45:02 PM
by: HON. DEBRAH S. REED
REGISTER OF DEEDS
BOOK 306 PAGE 84

Mail after recording to:
Brunsey & Brumsey, PLLC
P.O. Box 100, Currituck, NC 27929
NORTH CAROLINA

PERQUIMANS COUNTY

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Trotman Road, LLC, herein sometimes referred to as "Developer", does hereby covenant and agree to and with all other persons, firms, or corporations hereafter acquiring Lots 1 through 26, as shown on a certain plat dated June 3, 2004 prepared by Hyman and Robey, Surveyors and recorded in Plat Cabinet 2, Slide 127, Map #1, in the Office of the Register of Deeds of Perquimans County, North Carolina, that **Lots 1 through 26** as shown on said plat shall be subject to the following restrictions as to the use thereof, running with the properties by whomsoever owned, to wit:

1. All lots shall be used for residential purposes only.
2. No dwelling shall be constructed or allowed to remain on said property containing less than 1800 square feet of living area, exclusive of porches, exterior storage, and attached garages. In determining "living space" the exterior walls of the building, exclusive of garage area will be used to compute living space.
3. Any dwelling placed on said lots within the subdivision shall be completed within twelve (12) months of the date construction is commenced.
4. Lots may be subdivided and combined with adjacent lots so long as the total number of lots (26) is not increased.
5. No nuisance or offensive, noisy or illegal activity shall be done, suffered or permitted upon said property. Outside garbage and trash accumulation shall be maintained in closed sturdy containers as inconspicuously as possible and they shall be emptied regularly. No signs or advertising posters shall be permitted on any parcel, except signs identifying the owner or occupant of the property or signs used by a builder to advertise the property during construction, or a sign advertising the property for sale.

6. No mobile home, trailer, double-wide mobile home, prefabricated home or modular home of any type, kind and description shall be placed on or allowed to remain on any lot shown in the aforementioned plat. No temporary structures such as trailers, travel trailers, mobile homes, tents, stacks shall be used as residences either temporarily or permanently

7. No outside toilet shall be erected on said property and all toilets shall be connected with approved sanitary sewage systems.

8. Easements are reserved along and within thirty (30) feet of all front and side property lines for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electricity, telephone service, water mains, sanitary and storm sewers, road drains and other public and quasipublic utilities, and for the trimming of any trees which may at any time interfere or threaten to interfere with the maintenance of such lines, with right of ingress, egress and regress from and across said premises to duly authorize maintenance personnel. In addition, easements are reserved along and within thirty (30) feet of each front and side property line, and along and within twenty (20) feet of each rear property line for the maintenance of drainage ditches and tiles where necessary.

9. All buildings, structures and appurtenances shall be maintained in a suitable state of repair, and in the event of destruction by fire or other casualty, said premises are to be cleared and debris removed within ninety (90) days of such casualty.

10. Each owner of each parcel shown on said plat, upon taking title to said parcel, agrees to bear his or her proportionate share of the maintenance cost of the street rights of way, including roadside ditches as shown on the aforesaid plat. The owners of lots 10, 11, 12, 13, 14, 15 and 16 shall each be responsible for one-seventh (1/7) of the maintenance of the street designated as "Long Branch Court". The owners of lots 2, 3, 4, 5, 6, 7 and 8 shall each be responsible for one-seventh (1/7) of the maintenance costs of the street designated "Skipper's Court". The owners of lots 17, 18, 19, 20, 21, 22, 23, 26, 25 and 26 shall each be responsible for one-eighth (1/8) of the costs of the maintenance of the street designated "Branch Bay Court". Each of the parcel owners will be responsible for maintenance of said road and ditches only as long as they own one or more parcel shown on the aforesaid plat. That is to say that upon transfer of said title to said parcels to new owners, the person or persons who have divested themselves of any interest in said parcels shall no longer in any way be responsible for the maintenance of said road and ditches. The responsibility for the roads and ditches shall be binding upon the heirs and assigns of the owners of said property, and any person, firm or corporation acquiring title to any of said parcels shall be bound by the terms of this agreement and shall be obligated to pay their proportionate share of road and ditch maintenance cost, as provided herein. The responsibility being assumed herein by the owners of said parcels is the responsibility of maintaining the road and ditches shown on the aforesaid plat in the same condition as the same is now, that is to say, a gravel surface free of pot holes, ditches cleaned and mowed. The type and frequency of maintenance to be performed will be

determined by the vote of a majority of the owners of the parcels obligated for the maintenance of their road as herein before provided, with one vote being allocated to each parcel. For the purpose of this section neither the beneficiary nor the trustee designated in any deed of trust or other security instrument shall be deemed to own an interest in any of the parcels that would in any way make the trustee or the beneficiary responsible for the road maintenance.

11. It is mandatory that the owners of all lots be a member of the Homeowners Association and subject to the laws, regulations and assessments that may from time to time be adopted or assessed by the Association. The Homeowners Association will have the right, along with the individual lot owners, to enforce these restrictions. Notwithstanding, anything contained herein to the contrary, the Developer, Trotman Road, LLC, will not be required to belong to the Association.

12. Developer reserves the absolute right to amend these covenants at any time.

13. Subject to the provision of paragraph 12 above, these restrictions shall be binding on the land and all parties owning same or in possession thereof for a period of twenty (20) years from the date hereof and shall be extended for successive periods of ten (10) years thereafter unless prior to the expiration of such ten (10) year period an instrument signed by the owners of record of a majority of the parcels designated on said plat has been recorded revoking or modifying said restrictions.

The owner of the lots within said subdivision shall have the right to enforce these covenants and restrictions by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction whether such action is to restrain the violation of said covenant or restriction or to recover damages.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions and the other covenants shall remain in full force and effect.

IN TESTIMONY WHEREFORE, Developers have hereunto set their hands and seals, this the 28th day of March, 2006.

TROTMAN ROAD, LLC

 (SEAL)
By: James H. Ferebee, Jr.
Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF CURRITUCK

I, Tracy Jo Jones, a Notary Public do hereby certify that James H. Ferbee, Jr., Member/Manager personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Troutman Road, LLC and that by authority duly given and as an act of the entity, they signed the foregoing instrument in its name on its behalf as its act and deed for the purposes therein expressed.

Witness my hand and official stamp or seal this 28th day of March, 2006.

Notary Seal



Tracy Jo Jones (SEAL)
Notary Public

My commission expires: 10-29-2007

FILED in PERQUIMANS County, NC
on Oct 03 2006 at 10:38:52 AM
by: DEBORAH S. REED
REGISTER OF DEEDS
BOOK 316 PAGE 807

NORTH CAROLINA
PERQUIMANS COUNTY

AMENDMENT TO RESTRICTIVE COVENANTS

This Amendment to Restrictive Covenants made this the 13th day of September, 2006 by Luther's Incorporated, a North Carolina Corporation and Trotman Road, LLC, A North Carolina Limited Liability Company.

WITNESSETH:

That whereas Trotman Road, LLC has heretofore recorded restrictive covenants in Deed Book 306, Page 84 applicable to Lots 1 through 26 as shown on a plat recorded in Plat Cabinet 2, Slide 127, Map #1 in the office of the Register of Deeds of Perquimans County, North Carolina; and whereas, Luther's Incorporated is the current owner of all of the aforesaid lots numbered 1 through 26; and whereas the Parties hereto desire to amend the restrictive covenants recorded in Deed Book 306, Page 84;

Now, therefore, the Parties hereto amend the aforesaid restrictive covenants as follows:

Paragraph 6 of the restrictive covenants recorded in Deed Book 306, Page 84 is amended as follows:

6. No mobile home, trailer, double-wide mobile home, or on frame modular home of any type, kind and description shall be placed on or allowed to remain on any lot shown in the aforementioned plat. No temporary structures such as trailers, travel trailers, mobile homes, tents, shacks shall be used as residences either temporarily or permanently. Off frame modular homes or prefabricated homes will be permitted provided they have 1800 square feet of heated living space, three plus roof lines and 8/12 pitch roof or higher. Plans must be submitted to Robert W. Luther, III, of Luther's Incorporated prior to the placement of the off frame modulars on site to ensure compliance with the provisions contained herein. No metal frame modulars will be allowed.

Paragraph 10 of the restrictive covenants recorded in Deed Book 306, Page 84 is amended to read as follows:

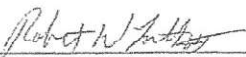
10. Each owner of each parcel shown on said plat, upon taking title to said parcel,

agrees to bear his or her proportionate share of the maintenance cost of the street rights of way, including roadside ditches as shown on the aforesaid plat. The owners of lots 10, 11, 12, 13, 14, 15 and 16 shall each be responsible for one-seventh (1/7) of the maintenance of the street designated as "Long Branch Court". The owners of lots 2, 3, 4, 5, 6, 7 and 8 shall each be responsible for one-seventh (1/7) of the maintenance costs of the street designated "Skipper's Court". The owners of lots 17, 18, 19, 22, 23, 24, 25 and 26 shall each be responsible for one-eighth (1/8) of the costs of the maintenance of the street designated "Branch Bay Court". Each of the parcel owners will be responsible for maintenance of said road and ditches only as long as they own one or more parcel shown on the aforesaid plat. That is to say that upon transfer of said title to said parcels to new owners, the person or persons who have divested themselves of any interest in said parcels shall no longer in any way be responsible for the maintenance of said road and ditches, The responsibility for the roads and ditches shall be binding upon the heirs and assigns of the owners of said property, and any person, firm or corporation acquiring title to any of said parcels shall be bound by the terms of this agreement and shall be obligated to pay their proportionate share of road and ditch maintenance cost, as provided herein. The responsibility being assumed herein by the owners of said parcels is the responsibility of maintaining the road and ditches shown on the aforesaid plat in the same condition as the same is now, that is to say, a gravel surface free of pot holes, ditches cleaned and mowed. The type and frequency of maintenance to be performed will be determined by the vote of a majority of the owners of the parcels obligated for the maintenance of their road as herein before provided, with one vote being allocated to each parcel. For the purpose of this section neither the beneficiary nor the trustee designated in any deed of trust or other security instrument shall be deemed to own an interest in any of the parcels that would in any way make the trustee or the beneficiary responsible for the road maintenance.

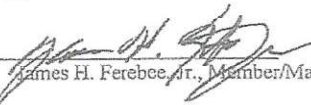
Except as herein amended the restrictive covenants recorded in Deed Book 306, Page 84 remain in effect.

In testimony whereof, the Parties have hereunto set their hands and seals, this the 13th day of September, 2006.

LUTHER'S INCORPORATED, A NC Corporation

BY: 
Robert W. Luther, III, President

TROTSMAN ROAD, LLC, A NC Limited Liability Company

BY: 
James H. Ferebee, Jr., Member/Manager

This document presented and filed:
04/19/2013 10:55:30 AM

DEBORAH S. REED, PERQUIMANS COUNTY, NC

BOOK 413 PAGE 532 (2)

405021



Prepared by: Brumsey and Brumsey, PLLC

NORTH CAROLINA

PERQUIMANS COUNTY

AMENDMENT TO RESTRICTIVE COVENANTS

This Amendment to Restrictive Covenants made this the 15th day of April, 2013, by Trotman Road, LLC, a North Carolina Limited Liability Company.

WITNESSETH

THAT WHEREAS, Trotman Road, LLC has recorded restrictive covenants and two amendments thereto that apply to Parcels 1 through 26 as shown on a plat recorded in Plat Cabinet 2, Slide 127, Map 1 in the office of the Register of Deeds of Perquimans County, North Carolina. The covenants are recorded in Deed Book 306, Page 84 with amendments being recorded in Deed Book 316, Page 807 and Deed Book 367, Page 617;

AND WHEREAS, Trotman Road, LLC reserved the absolute right to amend the covenants at any time.

NOW THEREFORE, Trotman Road, LLC does hereby amend the aforesaid restrictive covenants recorded in Deed Book 306, Page 84 and two amendments as follows:

I. Paragraph 2 of the restrictive covenants recorded in Deed Book 306, Page 84 is deleted in its entirety and the following is substituted therefor:

2. No dwelling shall be constructed or allowed to remain on said property containing less than 1500 square feet of living area, exclusive of porches, exterior storage, and attached garages. In determining "living space" the exterior walls of the building, exclusive of the garage area will be used to compute living space.


II. Covenant number 6 as set forth in the covenants recorded in Deed Book 306, Page 84 and Paragraph 6 as contained in the Amendments to Restrictive Covenants recorded in Deed Book 316, Page 807 and Deed Book 367, Page 717 are hereby deleted in their entirety and the following is substituted therefor:

- 6. No mobile home, trailer or double-wide mobile home of any type, kind and description shall be placed on or allowed to remain on any lot shown in the aforementioned plat. No temporary structures such as trailers, travel trailers, mobile homes, tents or shacks shall be used as residences either temporarily or permanently. It is the intent that all structures be constructed to comply with the North Carolina Building Code and that modular homes that comply with the North Carolina Building Code be permitted.

Except as herein amended the restrictive covenants recorded in Deed Book 306, Page 84 and as amended in Deed Book 316, Page 807 and Deed Book 367, Page 717 remain in effect.

IN TESTIMONY WHEREFORE, the Parties hereto have set their hands and seals, this the 16th day of April, 2013.

Trotman Road, LLC, A NC Limited Liability Company

 (SEAL)
James H. Ferebee, Jr. Member/Manager

STATE OF NORTH CAROLINA
COUNTY/CITY OF CURRITUCK

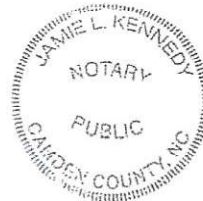
I, a Notary Public of the County and State aforesaid, certify that James H. Ferebee, Jr., Member/Manager personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Trotman Road, LLC and that by authority duly given and as an act of the entity, he signed the foregoing instrument in its name on its behalf as its act and deed for the purposes therein expressed.

Witness my hand and notarial seal, this the 16th day of April, 2013.

(AFFIX NOTARY SEAL)


Notary Public

My Commission Expires: 10/17/2015



PRICES SUBJECT TO CHANGE WITHOUT NOTICE

2-20-20-20

CHORD	LENGTH	BEARING	DELTA	TANGENT	DIRECTION	CHORD
C1	126.23	S 87° 07' 00" W	27.2627	21.407	S 87° 07' 00" W	471.07
C2	126.23	S 87° 07' 00" W	27.2627	21.407	S 87° 07' 00" W	471.07
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C6	126.23	S 87° 07' 00" W	27.2627	21.407	S 87° 07' 00" W	471.07
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C10	126.23	S 87° 07' 00" W	27.2627	21.407	S 87° 07' 00" W	471.07
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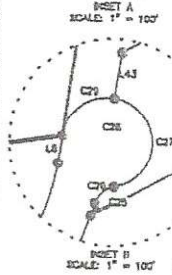
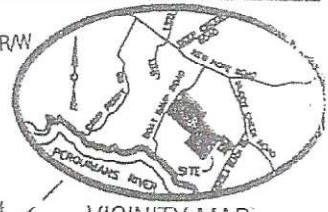
BRUMSEY AND BRUMSEY, P.L.L.C.

ATTORNEYS AT LAW SUEOLA BEACH RD. - SR 1320 - 60' RW

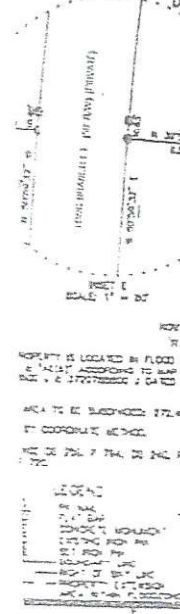
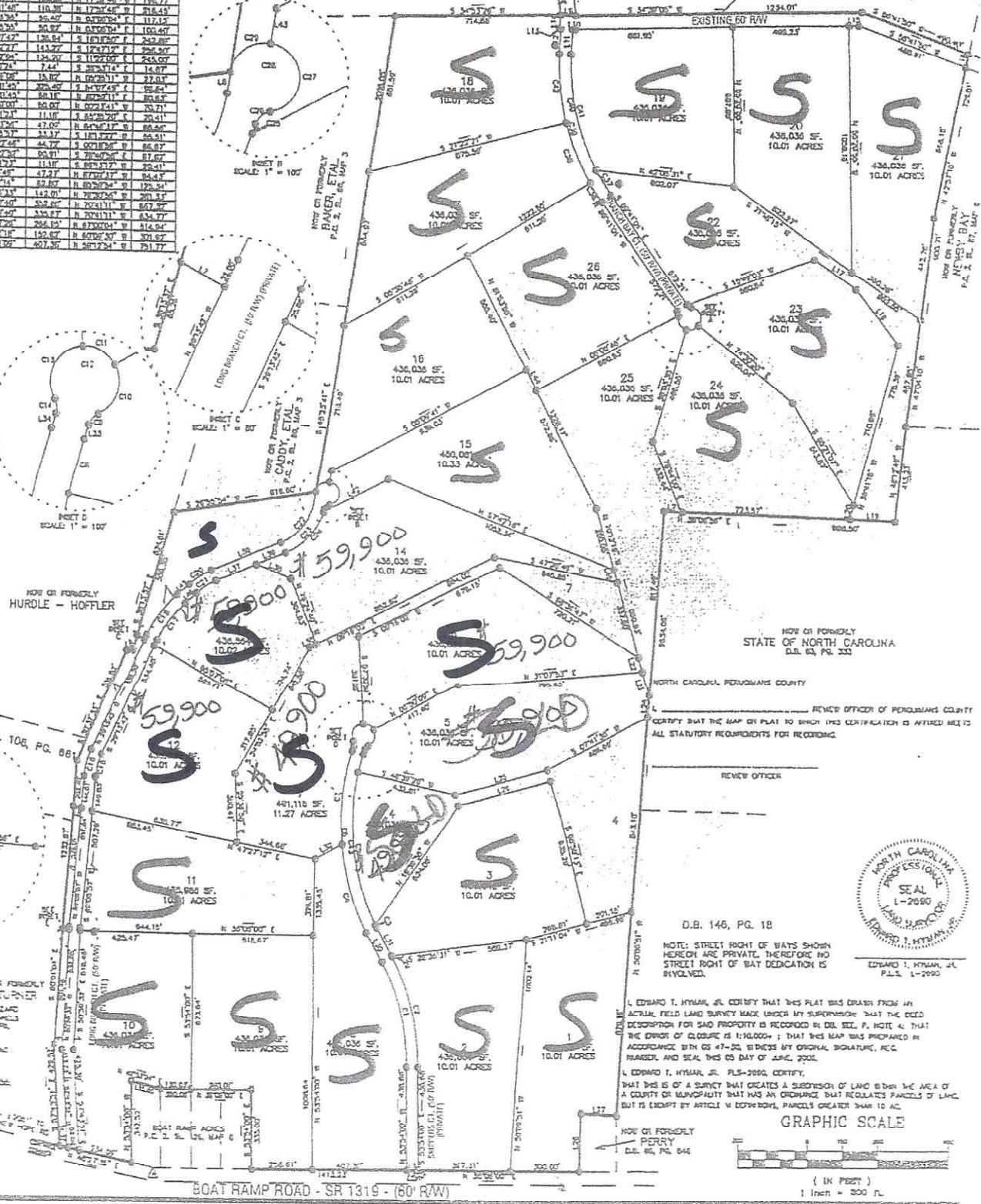
P.O. BOX 100, 2882 CARATOKE HWY CURRITUCK, NORTH CAROLINA 27929

TELEPHONE: (252) 232-2252 - FACSIMILE (252) 232-3038

William Brumsey, III
John Hurdle Estate
William Brumsey, IV



CHORD	LENGTH	BEARING
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BOAT RAMP ROAD - SR 1319 - (60' RW)

EXEMPT SUBDIVISION

DATE OF RECORD CHECKED: _____

DATE OF PLOTTING: _____

DATE OF RECORDING: _____

DATE OF CLOSURE: _____

Branch Bay Subdivision

Lots 1 - 14

COST PER LOT : \$5,429

APPLIANCE MIX	ANNUAL REVENUE CREDIT	TWO YEAR REVENUE	LEP CHARGE	TERF 0.301	TAX 0.03903	TOTAL
1 BASE	\$585	\$1,170	\$4,259	\$1,282	\$166.23	\$5,707.23
2 BASE ELEC WATER	\$812	\$1,624	\$3,805	\$1,145	\$148.51	\$5,098.51
3 BASE CENTRAL A/C	\$781	\$1,562	\$3,867	\$1,164	\$150.93	\$5,181.93
4 BASE ELEC HEAT	\$884	\$1,768	\$3,661	\$1,102	\$142.89	\$4,905.89
5 BASE ELEC WATER CENTRAL A/C	\$1,008	\$2,016	\$3,413	\$1,027	\$133.21	\$4,573.21
6 BASE ELEC WATER ELEC HEAT	\$1,111	\$2,222	\$3,207	\$965	\$125.17	\$4,297.17
7 BASE CENTRAL A/C ELEC HEAT	\$1,079	\$2,158	\$3,271	\$985	\$127.67	\$4,383.67
8 FULL ELEC	\$1,307	\$2,614	\$2,815	\$847	\$109.87	\$3,771.87