

Long Point Landing

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COPY

STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

**THIS DECLARATION**, made this the 24th day of March 1999, by **NORTH CAROLINA TIMBERLINE CORPORATION**, a North Carolina corporation, acting by and through its Attorney in Fact, **AUDDIE C. BROWN**, hereinafter called Declarant;

*WITNESSETH:*

Whereas, North Carolina Timberline Corporation is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth. Each and all of said restrictions are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant, "North Carolina Timberline Corporation", hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below.

*ARTICLE I:*

The real property which is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the various articles of this Declaration is located in Chocowinity Township, Beaufort County, North Carolina, and is more particularly described as follows:

Being all of the property know as Long Point Landing Subdivisions as more fully shown on those certain plats prepared by Hood Richardson, P.A. dated March 10, 1999 said plats being recorded in the Beaufort County Register of Deeds plat cabinet F, Slide 39-8, Slide 39-9, Slide 39-10, Slide 40-1, and Slide 40-2. Reference is herein made to said maps and the same are incorporated herein for a more complete and adequate description.

No property other than that described above shall be subject to this Declaration until specifically made subject thereto and Declarant, reserves the right to subject other property to these restrictions.

*ARTICLE II:*

The real property described in Article I hereof (hereinafter called Lot or Lots as applicable) is subjected to the protective covenants and restrictions hereby declared in order to provide enforceable standards of improvement and development whereby aesthetics, living conditions and property values may be enhanced.

*ARTICLE III:*

No lot shall be used except for residential or recreational purposes. No swine, livestock or poultry shall be raised or bred on any lot. Horses will be allowed on any lot that is five (5) acres in size or larger. No more than one horse per fenced in acre will be allowed. Fences that are visible from the road must be made from wooden, vinyl, or wrought iron fencing material. Household pets, such as dogs and cats may be kept, provided they are not bred or maintained for commercial purposes. Improvements constructed for the maintenance of animals shall be kept in good repair and must conform generally in appearance with any dwelling upon a lot, although such improvements need not be constructed of materials identical to an existing dwelling. Each lot owner shall maintain any such improvements placed upon any lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any lot.

No residence shall be erected, constructed, maintained, used, or permitted to remain on any lot other than one single-family dwelling of not less than 1,200 square feet. Once construction is begun on said dwelling, all exterior construction must be completed within 1 year of the commencement of construction.

No more than one outbuilding may be constructed on any lot within Long Point Landing Subdivision. Said outbuilding shall be only for the purposes of housing boats, cars, RV's, as well as, lawn and garden equipment. A barn or stable may be constructed on any lot that is five(5) acres or larger. Said buildings must be constructed in a workman-like manner and may not be constructed more than one year prior to construction of the main residence. This building must be enclosed on at least three sides and the top, and with some sort of door which would thus close in all four sides of the building.

Each property owner must understand that private on-site sewage systems and on-site water wells are required. The cost of these systems will be the responsibility of the lot owner.

There shall be no single-wide mobile homes/manufactured homes, no double-wide mobile homes/manufactured homes, or buses situated on any lot as a residence or for storage, either temporarily or permanent. Modular homes are not permitted to be erected upon any lot.

*ARTICLE IV:*

No trade, commerce or other activity which may be considered a nuisance to the neighborhood shall be carried on upon any lot. No trade materials or inventories may be stored upon any lot and no tractor-trailer type trucks, house trailers, or mobile homes may be stored or regularly parked on any lot. No sign or billboard of any kind shall be erected

are allowed to remain on any lot other than a "For Sale" or "For Rent" sign. No junk or unsightly vehicles of any type or description may be placed upon said lot.

*ARTICLE V:*

No lot or lots shall be subdivided except to enlarge an adjoining lot, but any lot so enlarged cannot be improved with more than one single-family dwelling. Declarant reserves the right to relocate any lot boundary line so long as said relocation does not create an additional lot.

*ARTICLE VI:*

No lot shall be used for ingress and egress to any properties not part of this subdivision. Declarant does hereby reserve unto itself the right to use any lot prior to it being sold to a third person, for ingress and egress to any other adjoining property.

Declarant also reserves the right unto itself to extend any existing roadways shown on the recorded subdivision plat above referred to, to any additional property lying outside of Long Point Landing Subdivision.

*ARTICLE VII:*

Piers and bulkheads, may be constructed on the property or adjacent thereto provided that prior to construction, written approval has been obtained from the appropriate Federal, State, County and local authority.

*ARTICLE VIII:*

No structure, other than a fence, may be built within ten (10) feet of any property line.

*ARTICLE IX:*

Easements for installation and maintenance of utilities and drainage facilities are reserved ten (10) feet in width over all side lot lines and twenty-five (25) feet along any road, in said subdivision. No building, residence, garage or other permitting accessory building may be constructed within these easements. In addition, property described in Article One (1) hereof is subject to such easements, setbacks and road right of way as shown on that certain plat recorded in the Beaufort County Registry in Plat Cabinet F Slides 39-8, 39-9, 39-10, 40-1, 40-2. Declarant hereby reserves unto itself, its successors and assigns, the right to erect and maintain any utility lines or electric lines, or to grant any easements or rights-of-way therefor, together with the right of ingress and egress for the

purpose of installing and maintaining the same, over and across any unsold lots still owned by Declarant.

*ARTICLE X:*

This development is not a campground. Lot owners are not, however, prohibited from overnight stays in professionally manufactured equipment. Camping equipment is not to be left unoccupied for a period of 24 hours or more, and may not be left for more than fourteen (14) consecutive days, and is not in any violation of any local ordinance. Permanent residence in any type of camping equipment is strictly forbidden.

*ARTICLE XI:*

The road ways and right of way constructed throughout the subdivision are for the common uses of the declarant, Lot owners and Lot owners of the future development of Long Point Landing and their respective heirs, successors and/or assigns. There will be no on-street parking allowed within Long Point Landing, all driveways constructed on any Lots shall be paved with either asphalt or concrete for a distance of at least 30 feet from the adjoining paved roadway. The ends of the culvert pipes used for the driveways must be capped to prevent erosion. Also please note that the owners and their successors and assigns of certain Lots being described in Book 946, Page 71; Book 998, Page 981; Book 949, Page 902; Book 883, Page 494 and Book 1122, Page 470 are entitled to use a;; the roads in Long Point Landing.

*ARTICLE XII:*

Every lot described above shall be subject to assessment for maintenance and expenditures as listed below. The annual assessment for each lot of Long Point Landing Subdivision shall be the sum of two hundred and 00/100 dollars (\$200.00) per lot. The funds shall be known as the "Long Point Landing Maintenance Fund". Declarant shall be exempt from any and all assessments for any lot owned either now or in the future. The annual maintenance assessment may be increased or decreased at any time by an affirmative vote of seventy-five percent (75%) of all lot owners. The "Long Point Landing Maintenance Fund" shall be used only for:

- A. Road Maintenance Expenses
- B. Upkeep of common areas
- C. Administration Costs for the Enforcement thereof
- D. Future improvements

There shall be created for the purpose of holding and administering such funds, "Long Point Landing Owners Association", to be incorporated as a non-profit corporation which shall have the power to file with the Register of Deeds of Beaufort County a notice of assessment lien against any lot for which the annual maintenance assessment has not been paid by February 1 of any year and such lien shall continue until the assessment is paid. The "Long Point Landing Property Owners Association" shall be comprised of all lot owners and Declarant. Each owner shall be entitled to one vote for each lot owned, except the Declarant which shall be entitled to two votes for each lot owned. All decisions shall be made by a majority vote (except that a three-fourths (3/4) majority shall be necessary for the levy of increased or special assessments, or expenditure of monies), at a meeting of the lot owners held after reasonable notice to all such lot owners. The Association shall organize, elect officers, and operate freely within the restrictions herein contained. Declarant either through its employees or agents or assigns, will administer the Association until seventy-five percent (75%) of all lots have been sold in the subdivision. Following the sale of 75% of the lots, the Long Point Landing Property Owners Association will elect its own administrators of the Association.

When 75% of the lots as shown on the above mentioned plat has been sold, "Long Point Landing Property Owners Association" shall take over any and all maintenance of the roads and common areas.

Any damage by driveway connections to the private road shown upon said plats, or to the ditches or shoulders of the road, or to the flow of drainage water along the said road, shall be repaired at the expense of the owners connecting such driveways, within fourteen (14) days of notification.

#### ARTICLE XIII:

No more than 30% of any lot shall be covered by impervious structures including asphalt, gravel, concrete, brick, stone, slate or similar material but not including wood decking or the surface of swimming pools. This covenant is intended to insure continued compliance with the stormwater permit issued by the State of North Carolina. The covenant may not be changed or deleted without the consent of the State.

"Compliance with wetlands regulations: It shall be the responsibility of each owner, prior to alteration of any Lot, to determine if any Lot shall be determined to meet the requirements for designation as a regulatory wetland. Any subsequent fill or alteration of this wetland shall conform to the requirements of the State Wetland Rules adopted by the state of North Carolina in force at the time of the proposed alteration. The intent of this Deed restriction is to prevent additional wetland fill, so the property owner should not assume that a future application for fill will be approved. The property shall report the name of the subdivision, in any application pertaining to Wetlands Rules. This Covenant

is intended to insure the continued compliance with The Wetlands Rules adopted by the state of North Carolina therefore benefits maybe enforced by the state of North Carolina. This covenant is to run with the land and shall be binding on all parties and all purposes claiming under them”

No one may fill in, pipe, or alter any roadside swale except as necessary to provide a minimum driveway crossing.

*ARTICLE XIV:*

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots described herein, it is agreed to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning lots described herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent it, her or him or them from doing anything or to recover damages or other dues for such violation.

*ARTICLE XV:*

Invalidation of any of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as a wavier of any enforcement rights and shall not prevent the enforcement of such covenants.

*ARTICLE XVI:*

Declarant reserves the right to amend, delete, modify or add to these covenants and restrictions on an individual basis pursuant to individual Purchaser requests and requirements. Such modifications or amendments in accordance with this section will be accomplished by specific language in the individual deeds or supplementing these covenants and restrictions by separate recorded instrument.

IN WITNESS WHEREOF, NORTH CAROLINA TIMBERLINE CORPORATION has caused this instrument to be executed in its corporate name by its duly appointed Attorney in Fact, all by authority of its Board of Directors first duly given, this the day and year first above written.

NORTH CAROLINA TIMBERLINE CORPORATION

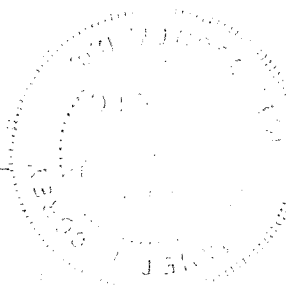
By: Auddie C. Brown  
AUDDIE C. BROWN, Attorney in Fact

NORTH CAROLINA  
COUNTY OF Pitt

I, the undersigned Notary Public, do hereby certify that Auddie C. Brown, attorney-in-fact for North Carolina Timberline Corporation personally appeared before me this day and being by me duly sworn says that he executed the foregoing and annexed instrument for and in behalf of North Carolina Timberline Corporation and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Office of Register of Deeds for Beaufort County, North Carolina, on March 29, 1999 and recorded in Book 1132, Page 617 and that this instrument was executed under and by virtue of the authority duly given by said instrument granting him power of attorney; that the said Auddie C. Brown acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said North Carolina Timberline Corporation.

Witness my hand and official seal this 31<sup>st</sup> day of March, 1999  
My commission Expires: 11-23-2003

Janet T. Corey  
Notary Public



North Carolina  
Beaufort County

The foregoing Certificate of Janet T. Corey

Notary Public/Notaries Public is/are certified to be correct  
This 9<sup>th</sup> day of April, 1999 at 1:22 o'clock P.M.  
D. Jennifer Leggett By D. Jennifer Leggett  
Register of Deeds Ass't/Deputy Register of Deeds

F. Holschen