

Northgate

NORTH CAROLINA

BEAUFORT COUNTY

AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS

RUNNING WITH THE LAND

KNOW ALL MEN BY THESE PRESENTS, that J. D. BRILEY and GLENDA G. BRILEY, of Beaufort County, North Carolina, do hereby covenant and agree to and with all other persons, firms or corporations now owning or hereafter acquiring as owners of any lot or parcel of land in the area designated or located in Washington Township, Beaufort County, North Carolina, known as Lots 1 through 57, as shown on map of Northgate Subdivision, recorded in Plat Cabinet C, Slide 356 of the Beaufort County Registry; with acceptance and approval of Northgate Homeowners Association duly given at a meeting on May 1, 1989; said lots are hereby subject to the following covenants and restrictions as to the use thereof, running with the land by whomsoever owned, to wit:

1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until March 1, 2009, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

2. 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 any real property situate in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

3. Invalidation of any one of these covenants by judgments or court order shall in no wise affect any other of the provisions which shall remain in full force and effect.

4. Easements for installation and maintenance of drainage and utility facilities are reserved as shown on the recorded plat and easements for drainage are reserved along the ditches bounding said property. The right to enter upon any residential lot for the purpose of cleaning, maintaining, enclosing, rechanneling, or in any other manner maintaining said ditches by the Northgate Homeowners' Association of Beaufort County, Inc. to insure the uninterrupted flow of water along same for the purpose of draining the lots and the other adjoining land is hereby reserved.

5. 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.

6. Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the owners of this subdivision other than those properties to which these Restrictive Covenants specifically apply.

7. No structure shall be located on any lot nearer to the front line or nearer to the side street line than 45 feet. No building shall be located nearer than ten feet to an interior lot line.

8. All individual purchasers from and after this date shall be required to keep their respective lots free and clear of all rubbish, trash, debris and other matter. Grass shall be properly maintained on each lot along with appropriate landscaping.

9. All individual purchasers from and after this date shall pay a proportionate share of the maintenance as determined by

Northgate Homeowners' Association of Beaufort County, Inc. to be elected by all property owners, to maintain said roads and drainage ditches, canals, and easements and to determine the proportionate cost to each property owner. The proportionate cost for road and drainage maintenance costs shall be fairly shared by all lot owners and the decision of Northgate Homeowners' Association of Beaufort County, Inc. shall not be subject to review or appeal except for an arbitrary or capricious division of costs. After road maintenance costs have been apportioned, each owner shall satisfy his costs within thirty days from notification. Upon failure to pay his costs within the thirty day period, Northgate Homeowners' Association of Beaufort County, Inc. may file notice of such delinquency in the Office of the Register of Deeds of Beaufort County, whereupon such unpaid costs shall become a lien on the lot or lots owned by the delinquent owners, which lien may be foreclosed as by law provided.

10. All lots shall be known, described and restricted to residential lots. No residential structure shall be erected, placed, or permitted to remain on any lot other than a brick veneer, stone, cinderblock, or wood frame structure or a double wide mobile home or manufactured home which has a brick or masonry foundation which prevents a view of the underside and has the tongue and axles removed and which is used strictly for residential purposes. Satellite antennas and dish receivers shall only be located in rear of houses.

11. No dwelling as defined above shall be permitted on any lot at a cost of less than FORTY-FIVE THOUSAND DOLLARS (45,000.00) for a conventionally constructed home or less than THIRTY THOUSAND DOLLARS (30,000.00) for a mobile or manufactured home based upon costs levels prevailing on the date these con-

venants are recorded, it being the intention and purpose of the covenants to assure that all residential dwellings, whether conventionally constructed or purchased as a mobile or manufactured home, shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum costs stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, for a conventionally constructed residence or double wide mobile home shall not be less than 1,200 square feet. No double wide mobile home older than two years shall be allowed on any lot.

12. No commercial livestock or poultry operation shall be maintained on any lot. No more than two dogs may be kept on a lot by owner or resident or any other person. Dogs must be kept on lots and may not leave lot except on leash while under control of owner or agent, and must not be allowed to run at large. No pit bull dogs or rottweillers are allowed in subdivision. Any out buildings located on property shall be constructed of same quality as main house. All fences must be approved by association as to style and construction and must be at least four feet tall. All pools must be fenced accordance with state requirements. Clotheslines must be in rear of house and must be constructed on poles and not be longer than twenty feet from one end pole to other end pole.

13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerator or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Each lot owner shall be respon-

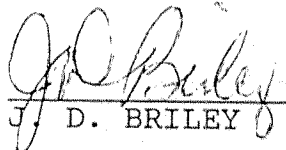
sible for the removal of all garbage from his or her respective lot.

14. All individual purchasers from and after this date shall be required to keep their respective lots free and clear of weeds, rubbish, trash, debris, junk, wrecked or disabled automobiles, and other matters, provided that should the individual lot owner fail to comply with this covenant then, and in such event, other lot owners in said subdivision shall be allowed and permitted to go upon said property for the purpose of mowing, shrubbing, and removing such trash, debris, weeds and rubbish from the property in order to keep same in a clean and sanitary condition.

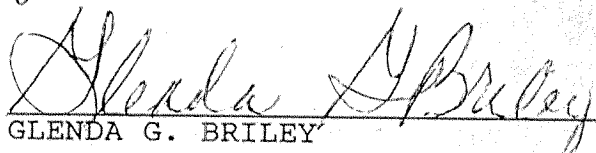
15. Any truck over 3/4 tons shall not be kept parked on any streets of the subdivision. No parking shall be allowed on streets except for visitors. If a vehicle stays on the street more than 30 days, the Homeowners' Association will have authority to remove it.

16. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

IN TESTIMONY WHEREOF, the said J. D. BRILEY and GLENDA G. BRILEY have hereunto set their hands and seals, this the _____ day and year first above written.



J. D. BRILEY (SEAL)

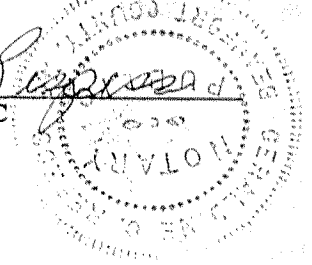


GLENDA G. BRILEY (SEAL)

I, GERALDINE C. RESPASS, a Notary Public in and for the County and State aforesaid, do hereby certify that J. D. BRILEY and GLENDA G. BRILEY personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this the 7th day of July, 1989.

Geraldine C. Respasa
NOTARY PUBLIC



My Commission Expires: ~~My Commission Expires March 22, 1994~~

North Carolina
Beaufort County

The foregoing Certificate of

Geraldine C. Respasa

Notary Public/Notaries Public is/are certified to be correct. This instrument was presented for registration and recorded in this office at Book 913, Page 358.

This 7th day of July, 1989 at 2:29 o'clock P.M.

John I. Morgan
Register of Deeds

By Shirley Howard
Deputy Register of Deeds

COASTAL RIVERS
REALTY

et. Glenda Briley
Rt 5 Box 272A
Greenville, NC 27834