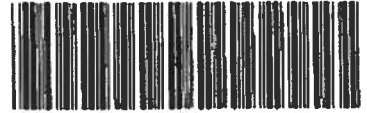


PK 1731 PG 946

FOR REGISTRATION REGISTER OF DEEDS
Jennifer Leggett Whitehurst
Beaufort County, NC
October 05, 2010 12:25:13
Book 1731 Page 946-957
FEE: \$47.00
INSTRUMENT # 2010005184



INSTRUMENT # 2010005184

NORTH CAROLINA
BEAUFORT COUNTY

AMENDMENT TO RESTRICTIVE COVENANTS OF NORTHWINDS SUBDIVISION

This Amendment to Restrictive Covenants made this 5th
day of October, 2010 is submitted for recordation by
CROSSWIND PARTNERS, LLC, hereinafter referred to a "DECLARANT",
and **RICHARD V. CHARLES and wife, DEBORAH L. CHARLES, CHRISTOPHER
W. TOPPIN and wife, TRACEY H. TOPPIN, MIXON & SAWYER, INC. and
O'NEAL BUILDERS, INC.** all of Beaufort County, North Carolina.

RECITALS:

WHEREAS, **CROSSWIND PARTNERS, LLC** is the owner of Lots
1,2,3,4,5,6,7,9,12,13,14,16,17 & 18 of Northwinds Subdivision as
were conveyed by deed of record in Deed Book 1669, Page 314,
Beaufort County Registry; and

WHEREAS, **RICHARD V. CHARLES and wife, DEBORAH L.
CHARLES** are the owners of Lot 8 of Northwinds Subdivision as was
conveyed by deed of record in Deed Book 1698, Page 802, Beaufort

County Registry; and

WHEREAS, **O'NEAL BUILDERS, INC.** is the owner of Lot 10 of Northwinds Subdivision as was conveyed by deed of record in Deed Book 1704, Page 365, Beaufort County Registry; and

WHEREAS, **CHRISTOPHER W. TOPPIN and wife, TRACEY H. TOPPIN** are the owners of Lot 11 of Northwinds Subdivision as was conveyed by deed of record in Deed Book 1722, Page 234, Beaufort County Registry; and

WHEREAS, **MIXON & SAYWER, INC.** is the owner of Lot 15 of Northwinds Subdivision as was conveyed by deed of record in Deed Book 1681, Page 550, Beaufort County Registry; and

Whereas, Declarants have prepared a master development plan for a residential community named "Northwinds". The development plan for Northwinds is set out in the Restrictive Covenants for Northwinds recorded in Deed Book 1681, Pages 521 through 537, Beaufort County Registry. Declarants reserved the right to impose new or different development guidelines and restrictions on the property subject to the Master Covenants. The purpose of this Amendment to Restrictive Covenants (the

BK 1731 PG 948

"Amendment") is to specify particular restrictions and easements applicable to the properties therein described which will keep the subdivision in compliance with the terms of that State Stormwater Management Permit Number SW7080329 as issued by the Division of Water Quality under NCAC 2H.1000. Furthermore, this amendment is to specify additional matters which the Architectural Committee must approve the location of.

Therefore, the Article V of the Master Covenants are hereby amended as follows:

1. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or be permitted to remain on any Lot other than one detached single family dwelling not to exceed a basement plus two and one-half stories in height and a private attached or detached garage for the use only of the occupants of said dwelling. Any detached garage or outbuilding shall be of the same color scheme and materials as the dwelling and shall not be larger than 50% of the square footage of the first floor of the dwelling on that Lot. Any detached buildings must be of the same color scheme and materials of the main

dwelling. Metal roofs are not allowed on any dwelling or outbuilding constructed in Northwinds Subdivision. All building restrictions contained in the Master Covenants shall be fully applicable to all of the Lots of Northwinds. The subdivision has been approved for the construction of single family residential lots by the State of North Carolina in accordance with the Coastal Stormwater Regulations adopted by the Department of Environmental Management of the State of North Carolina. As required by the Master Covenants, the construction of all structures, and the creation of impervious surfaces, is under the complete control and jurisdiction of the Declarant and the amount of impervious surface allowed on each Lot is set out on Attachment "A" attached hereto. Impervious surfaces include the use of land that has a significant impact upon the absorption of water into the soil, such uses to include not only the primary living unit on any Lot, but also driveways, sidewalks and other covered or hardened surfaces. **Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality. Filling in or**

pipng of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons. Each Lot will maintain a 50' wide vegetated buffer between all impervious areas and surface waters. The State of North Carolina is specifically granted authority and authorization to enforce its Coastal Stormwater Regulation, which regulations are specifically incorporated herein by reference, and which regulations shall be followed by the Declarants in reviewing and approving plans for construction of structures and landscaping and site alterations on Northwinds Lots.

Therefore, the Article V of the Master Covenants are hereby amended as follows:

1. No building, fencing, wall, **utility poles (outdoor lighting)** or any other structure, hedging or mass planting shall be erected, placed, or altered on any Lot or Lots until a plot plan showing the location of such building has been approved in writing as to location of the building with respect to topography

and finished ground elevation by an architectural committee (hereinafter called ARCHITECTURAL COMMITTEE) composed of at least two persons designated and appointed by Declarant or its assigns. In the event of death or resignation of any member and in the event that Declarant or its assigns do not appoint a successor within thirty days following such death or resignation, the remaining members of the ARCHITECTURAL COMMITTEE shall have full authority to designate a successor. A majority of the ARCHITECTURAL COMMITTEE may designate a representative to act for it. In the event said committee fails to approve or disapprove such location within thirty days after said plot plan has been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the Lots described herein shall have the power through a duly recorded written instrument to change the membership of said committee or to withdraw from said committee

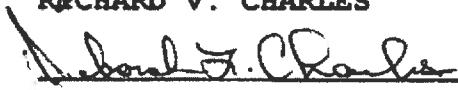
or restore to the ARCHITECTURAL COMMITTEE any of its duties and powers. It is specifically declared that no skateboard, bicycle or similar ramp or structure shall be erected or placed upon any lot. No chain link fences shall be permitted to be erected or placed upon any lot, however a lot owner may place a small chain link fenced animal pen on his or her lot, provided that it is placed within an approved fenced in area. Approved fencing required for any in-ground or above ground pools. All mailboxes will be installed by Homeowners Association and paid for by the set up fee paid at initial conveyance of lot. No outside clotheslines or antennas are allowed. Satellite dishes not to exceed 18" in diameter and must not be visible from the street. Any variation must be approved by the Architectural Committee prior to installation. Furthermore, no swings or recreational play equipment shall be placed in front yards.

IN TESTIMONY WHEREOF, **CROSSWIND PARTNERS, LLC., RICHARD V. CHARLES and wife, DEBORAH L. CHARLES, CHRISTOPHER W. TOPPIN and wife, TRACEY H. TOPPIN, MIXON & SAWYER, INC., and O'NEAL**

BUILDERS, INC., hereinabove referred to as Owners and Declarant, have hereunto set their hands and seals this the day and year first above written.



RICHARD V. CHARLES (SEAL)



DEBORAH L. CHARLES (SEAL)

NORTH CAROLINA
BEAUFORT COUNTY

I, Shana W. Parker, a Notary Public in and for the County and State aforesaid, do hereby certify that **RICHARD V. CHARLES and wife, DEBORAH L. CHARLES** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

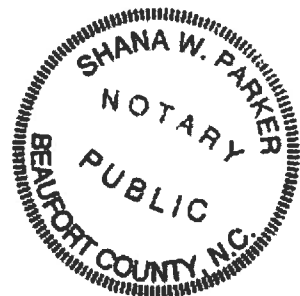
Witness my hand and Notarial Seal, this the 9th day of ~~August~~, 2010.
September

Shana W. Parker

NOTARY PUBLIC

My Commission Expires: 5/29/11

MAYO & MAYO
ATTORNEYS AT LAW
WASHINGTON, N. C.



Christopher W. Toppin (SEAL)
CHRISTOPHER W. TOPPIN

Tracey H. Toppin (SEAL)
TRACEY H. TOPPIN

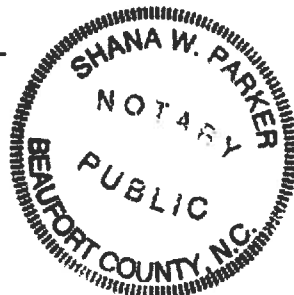
NORTH CAROLINA
BEAUFORT COUNTY

I, Shana W. Parker, a Notary Public
in and for the County and State aforesaid, do hereby certify that
CHRISTOPHER W. TOPPIN and wife, TRACEY H. TOPPIN 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 5th day
of ~~August~~, 2010.
October

Shana W. Parker
NOTARY PUBLIC

My Commission Expires: 5/29/2011



O'NEAL BUILDERS, INC.

BY: Wesley O'Neal
WESLEY O'NEAL, PRESIDENT

NORTH CAROLINA
BEAUFORT COUNTY

I, Alice W. Gillis, a Notary Public in and for the County and State aforesaid, do hereby certify that **WESLEY O'NEAL, President of O'NEAL BUILDERS, INC.**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed pursuant to proper corporate authority duly given.

Witness my hand and Notarial Seal, this the 25th day of August, 2010.

Alice W. Gillis
NOTARY PUBLIC

My Commission Expires: 8/23/2014



CROSSWINDS PARTNERS, LLC

BY: *Rick D. Stevens* (SEAL)

NORTH CAROLINA
BEAUFORT COUNTY

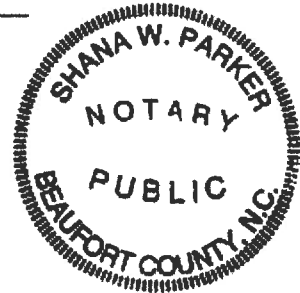
I, Shana W. Parker, a Notary Public
in and for the County and State aforesaid, do hereby certify that
Rick D. Stevens, Member/Manager of **CROSSWINDS PARTNERS,
LLC**, personally appeared before me this day and acknowledged the
due execution of the foregoing instrument for the purposes
therein expressed pursuant to proper corporate authority duly
given.

Witness my hand and Notarial Seal, this the 5th day
of ~~April, 2000~~.

October, 2010

Shana W. Parker
NOTARY PUBLIC

My Commission Expires: 5/29/2011



MIXON & SAWYER, INC.

BY:

Joseph Z. Mixon

JOSEPH Z. MIXON, PRESIDENT

NORTH CAROLINA
BEAUFORT COUNTY

Shana W. Parker

Shana W. Parker, a Notary Public

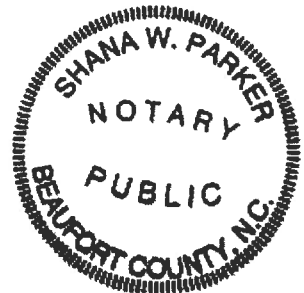
in and for the County and State aforesaid, do hereby certify that **JOSEPH Z. MIXON**, President of **MIXON & SAWYER, INC.**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed pursuant to proper corporate authority duly given.

Witness my hand and Notarial Seal, this the 25th day of August, 2010.

Shana W. Parker

NOTARY PUBLIC

My Commission Expires: 5/29/11



MAYO & MAYO
ATTORNEYS AT LAW
WASHINGTON, N. C.

Will Mayo / PC