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2005 JAN 31 04:53:41 PM  
BK: 1436 PG: 106-115 FEE: \$38.00  
INSTRUMENT # 2005000738

NORTH CAROLINA  
BEAUFORT COUNTY

Prepared by: Jason D. Briley

**DECLARATION OF PROTECTIVE COVENANTS FOR  
NORTHGATE SUBDIVISION, LOTS 1,2, 5-9, 11-13, 96-105, 107-114, 116-118, 120 and  
130-133**

**THIS DECLARATION OF PROTECTIVE COVENANTS** is made and entered into this the 31<sup>st</sup> day of January, 2005 by Northgate Development, L.L.C., a North Carolina Limited Liability Company, hereinafter referred to as the "Declarant" within this document.

**WITNESSETH:**

**WHEREAS**, the Declarant is the owner of all those certain lots described in a map or plat thereof entitled "Final Plat Northgate Subdivision Addition, Beaufort County, North Carolina" by Rivers and Associates, Inc., and recorded April 22, 2004 in Plat Cabinet G, Slides 34-4, 34-5, 34-6, 34-7 and 34-8; and

**WHEREAS**, Declarant intends to sell lots in the subdivision described on the plats referred to above subject to certain Protective Covenants, Reservations and Restrictions in order to insure the most beneficial development of the said subdivision as a residential subdivision and to prevent any such use thereof which might tend to diminish the value or pleasurable enjoyment thereof, and it is the purpose of this Declaration to declare and make known the covenants, conditions and restrictions which shall apply to the hereinafter specified lots shown on the aforesaid plats.

**NOW, THEREFORE**, Declarant hereby declares and makes known that the following restrictions, reservations, covenants and conditions are hereby imposed upon Lots 1, 2, 5, 6, 7, 8, 9, 11, 12, 13, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 107, 108, 109, 110, 111, 112, 113, 114, 116, 117, 118, 120, 130, 131, 132 and 133 as shown and described in the plats referenced above, which conditions shall run with the aforesaid lots in the subdivision and shall be binding upon the Declarant, its agents, heirs, successors and assigns and upon all parties and persons claiming by or through or under them. The Declarant reserves the right to add and subject additional lots shown and described in the plats referenced above to this Declaration. It is specifically provided, however, that Declarant maintains no obligation or requirement to add and subject said additional lots to this Declaration and Declarant reserves the right in its sole discretion to make said additional lots, along with areas designated as "Open Space" and "Future Development" to Declaration(s) of Protective Covenants of different form and substance.

**1. Residential Use.** No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than single-family residences and permanent garages and/or storage buildings specified in paragraph 8, herein. Only single-family modular homes or site built homes shall be placed or constructed upon the property unless otherwise provided in this Declaration. No business or business activity may be carried on upon the lots at anytime, provided, however, that nothing herein shall preclude the Declarant, its agents, and employees from using all or part of the land or any buildings constructed by or owned by Declarant for the purpose of carrying on business directly related to the development, sales and/or management of the subdivision by the Declarant. Notwithstanding the foregoing, nothing

in this declaration shall prohibit the use of the properties within the subdivision for common purposes which may be designated on any plat of the subdivision or any subsequent plats recorded, or in such other documents as may be recorded by the Declarant, the rules and regulations for such uses to be set forth by the Declarant described hereinafter. No lot shall be used for the storage or keeping, temporary or otherwise, of materials or items related to a trade, profession, activity or business (for example: crab pots, building supplies, industrial equipment, tools etc.) on the lot shall not be allowed.

**2. Single Family Residence:** The lots described above shall only be used for single family residents as provided in the preceding paragraphs and no portion of a dwelling unit, other than the entire dwelling unit, may be rented. All tenancies shall be for single-family residential use as defined in the zoning ordinances for City of Washington. No dwelling unit may be rented for a term of less than one (1) year.

**3. Plans:** No building, structure, outbuildings, fences, modulars or stick built homes or other structure of any kind or nature or improvements, shall be placed, constructed, erected, moved onto, maintained or in anyway altered upon a lot within the subdivision until the proposed building plans, specifications, exterior color or finish, style, exterior materials, plot plan, (showing the proposed location of such structure, drives and parking areas upon the lot) shall have been submitted to Declarant or its designee in writing. Declarant, or its successor or designee may refuse to approve plans, locations, and the placement of dwellings upon the property upon any grounds, which in its sole discretion, the Declarant shall deem sufficient. All potential dwellings shall have brick foundations or brick skirting and all structures shall have thirty (30) year or greater dimensional fiberglass shingles and permanent steps or decks. The dwelling roof pitch shall be no less than 5/12.

Prior and afterward the construction of any house or other building on any of the above described lots, the owner shall comply with all State, and City of Washington rules, regulations, and requirements.

In the event that the Declarant or its designee fails to approve or disapprove such design or location of plans within thirty days after said plans and specifications have been submitted and received by the Declarant or its designee the plans shall be deemed accepted.

**4. Floor Areas, stories:** Unless a variance or waiver is granted as provided for herein, the dwelling constructed on each lot subject to this Declaration shall have an heated livable enclosed floor area, exclusive of garages (but inclusive of finished living area on the second floor of a garage attached to the dwelling), open and screened-in porches, basements, attics, decks, terraces, patios and chimneys, of not less than 1,200 square feet for a one story dwelling or 1000 square feet on the first story for a dwelling of more than one story. During the development period the Declarant has the authority at any time and from time to time to grant variances from, and waive violations of, such minimum enclosed floor area square footage requirement in any amount not exceeding ten percent (10%) thereof, such variances or waivers to be in writing; and the Declarant shall have the right to determine whether or not any improvement, other than those items specifically excluded by this article, is part of the enclosed floor area of a dwelling.

**5. Completion Dates:** The exterior of any residence or other improvement or alteration upon a lot shall be completed within six months of the commencement of construction, alteration or improvement in accordance with the construction plans and specifications.

**6. Occupancy:** No residence erected upon any lot shall be occupied in any manner prior to the completion of construction, the connection of permanent utilities, landscaping, and the receipt of an Occupancy Permit.

**7. Subdivision of Lots:** No lot shall be subdivided or its boundary lines changed, except that it shall be permissible to combine two or more adjacent lots, which have common ownership into one tract of land for the purpose of building a dwelling, which would be authorized on such lots individually. In the event of such combination, the set back requirements relating to the common boundary between the lots should be measured from the parameter or outside boundary of the adjoining lot. In the event an owner elects to adjoin multiple lots as provided herein, the owner

shall not sell the adjoining lots if the sale of the lot would result in the improvements to the remaining lot being in violation of the set back requirements on the remaining lot.

**8. Structures Other Than Primary Residences:** No structure of a temporary character, including but not limited to trailers of any kind, tents, shacks, garages, barns or other outbuildings and improvements shall be allowed on any lot at any time, either temporarily or permanently, except such temporary structures as may be necessary for the storage of materials or during the construction of an improvement shall be allowed for a period not to exceed six months. No temporary structure provided for the storage of materials shall be used on any lot at any time as a residence, either temporarily or permanently. A permanent garage and/or storage building may be allowed upon a lot in addition to the residential structure. Such permanent garage or storage building shall be constructed of the same material and comparable to the quality used in the main dwelling, shall have fiberglass shingles and shall have a minimum roof pitch of 5/12 or equal to that of the residential dwelling. Metal-sided storage buildings are not permitted. Such garages and storage buildings shall be subject to the approval of Declarant as provided in the preceding paragraphs.

Fuel and propane tanks shall be located in the rear of residence and obstructed from view (screened from street view). All playground equipment (swings, trampoline, etc) shall be placed in the rear of the residence. Above ground pools, hot tubs, or any like thereof shall only be allowed with prior written approval of the Declarant or its designee. Such pools, if allowed, shall be located in the rear of residence, shall have decking and completely enclosed by fencing for safety at least four feet in height. All in ground pools shall be constructed to comply with applicable rules, regulations and standards of any governmental unit having jurisdiction.

No window air-conditioning units will be allowed unless written approval from Declarant. Window air conditioning units must be located in the rear of the residence and will not be allowed to be supported by poles. Front or side of residence awnings shall not be permitted. No water pump houses or clotheslines are allowed.

**9. Maintenance of Buildings:** All buildings, structures, outbuildings, or other improvements to the property shall be maintained in a suitable state of repair. In the event of destruction or casualty, the premises are to be cleared and debris removed within 60 days from the date of such casualty. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept condition of buildings, lots or other structures or grounds, which tend to substantially decrease the beauty of the neighborhood and the subdivision as a whole. Upon the failure of an owner to keep and maintain his lot and keep and maintain the structures upon his lot, Declarant shall have the right, at its option, within three weeks after written notice has been mailed to the lot owners last known address, to clean up such property or remove the same if such property has been destroyed by fire or other casualty and owner shall be responsible for the cost thereof, and Declarant's entry shall not be considered a trespass. Declarant's expense in so doing shall constitute a lien upon the owner's lot and improvements thereof enforceable in the same manner as other liens described hereinafter in the sections of this Declaration dealing with liens and assessments. Any trees on the lot, which shall become diseased or otherwise damaged as a result of acts of God or otherwise, and therefore create a hazard to the homeowner or to the community, shall be removed immediately and such removal costs shall be the responsibility of the owner.

**10. Maintenance During Construction:** During the construction of the improvements on lots within the subdivision, the owner shall maintain facilities and arrange for a portable toilet upon the premises. The owners and contractor will be responsible for any damages to the edge of the asphalt-paved surfaces which occurs from access to the lot during construction. During construction, the owner shall maintain a trash or rubbish bin of a type and size sufficient to avoid trash or debris from being upon the lot or spreading from the building site and shall cause the lot to be kept clean and maintained during the construction period and upon completion of the construction. The grade level of the land shall not be materially altered by the owner without the written consent of the Declarant. Prior approval of all governmental bodies or agencies having jurisdiction over the matter shall be first obtained before the Declarant may give its consent. Neither fill nor grading shall be done by an owner that will adversely effect the proper drainage of any other land in the subdivision or that is contrary to the subdivision's permitted development

plan. No ditch, swale, or other vegetative conveyance for the movement of water, shall be filled, piped, culverted or otherwise modified without the express written consent of the Declarant.

**11. Mailboxes:** All mailboxes and paper boxes shall be affixed to a substantial pole or stand permanently placed in the ground and shall not be located within a sidewalk, if any. Newspaper tubes shall conform to the design guidelines for same, if any. Design guidelines with respect to mailboxes, newspaper tubes, mailbox posts or other receptacles may require, prohibit, restrict or specify one or more of the following: method and type of support; style; material; color; size; location; height; and one more of the foregoing with respect to the numbering and/or lettering to be placed on a mailbox or newspaper tube, or affixed thereto shall have been approved by the Declarant, its successors or designees in writing. All mailboxes shall be uniform in construction and appearance.

**12. Utility Yards:** A "utility yard" is an area within which one or more of the following is located: above ground garbage and trash cans or receptacles, gas and propane tanks, above ground and exterior air-conditioning, heating and other mechanical equipment, meters, transformers and other utility equipment; and all other buildings, structures and objects to be of a similar nature to the foregoing items or determined by the Declarant to be of an unsightly nature or appearance. Each utility yard shall be located at the rear of the dwelling and walled or fenced vegetation or otherwise screened from view as required by the Declarant or its designee.

**13. Easements:** The Declarant reserves a perpetual, assignable and releasable easement and right of way over, on and under the ground to erect, maintain and use electric, cable television, telephone poles, wires, cables, conduits, sewers, drainage, water mains, appurtenances to the foregoing, and all other suitable equipment for the conveyance and use of electricity, cable television, telephone equipment, gas, sewer, water, drainage or other public convenience or utilities on, in, over or under the front ten feet, the rear ten feet and the side five feet of each lot. All drainage, sidewalk, sewer, water, and other utility easements and right-of-ways are reserved by the Declarant over and upon each lot as shown on the recorded plat aforementioned which is recorded in Plat Cabinet G Slide 34 - 4 thru 8, Office of the Register of Deeds of Beaufort County.

The easements and right-of-way areas reserved by the Declarant on each lot shall be maintained continuously by the owner of said respective lot but no structures, plantings, or other material shall, be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with established slopes ratios or create erosion problems. The Declarant reserves the right to enter upon any residential lot for the purpose of cleaning, maintaining, enclosing, rechanneling, or in any other manner maintaining said ditches and/or easement, but such owner assumes the risk of loss. If Declarant determines that slope ratios are inadequate and lots are not properly draining then Declarant has the right to change them to insure proper drainage of all lots.

**14. Building Setback Lines:** Unless a variance or waiver is granted as provided for herein, all structures erected on the property, the dwelling, building, or outbuildings on a lot shall not be located nearer to the lot boundary lines than the following specified setback distances:

- (i) Front Yard Setback- 40 feet from the front boundary line of the lot;
- (ii) Side Yard Setback- not less than 8 feet from each side boundary line of the lot.
- (iii) Side Yard Setback (Corner Lot)- 20 feet from each side boundary line of the lot adjoins a dedicated public street right of way; and
- (iv) Rear Yard Setback- 20 feet from the rear boundary line of the lot.

No outbuilding shall be located in the front of the rear line of the dwelling building on said lot. For the purpose of determining the foregoing dwelling setback distances under this Declaration, eaves, steps, stoops, open and screened-in porches, overhangs, bay windows, decks, patios terraces and chimneys shall not be considered as a part of the dwelling, but the location of such

improvements on a lot shall be subject to the design control and approval provisions of the Declaration. No building or other improvement on a lot shall encroach upon another lot.

Declarant does hereby reserve to itself, its assigns or designees the right to grant variances and waive violations of minimum building lines which violations exceed said minimum building lines by not more than ten (10%) percent, such variances and waivers are to be writing, and to resolve any question or dispute as to whether a lot boundary line is a front, rear or side boundary line.

**15. Covenants Restricted to Lots Described Herein; Reservation of Right by Owner to Designate Lots as Streets:** 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.

Northgate Development, L.L.C., its successors and assigns, hereby expressly reserve the right and privilege to designate one or more of the lots shown on the aforesaid Plat Cabinet G, Slides 34-4, 34-5, 34-6, 34-7 and 34-8; Beaufort County Registry, for the use of streets for access to adjoining property, and for egress and ingress between the property shown on the aforesaid map and adjoining property, and the right and authority of Northgate Development, L.L.C., to designate one or more lots for the use as a street shall include the right to offer for dedication one or more of the lots for the use as a street for access purposes; and such designation of said lots for streets can be made at any time before the construction of a house thereon; the provisions of these covenants respecting the use of lots for residential purposes shall not be deemed to prevent the designation and use of such lots for streets for access to adjoining property; in the event that Northgate Development, L.L.C., shall designate one or more lots shown on the aforementioned map for use as a street, then the setback line of the side yard of the lot or lots abutting or adjoining said street or streets shall be twenty (20) feet.

**16. Animals:** No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any lot in the subdivision, except that domesticated dogs, cats or other small nonoffensive and harmless household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of any lot so that no person shall quarter on said lot cows, horses, bees, hogs, sheep, goats, pigs, guinea, fowl, chicks, geese, rabbits, chickens, turkeys, skunks, snakes or any other animal that may interfere with the quietude, health or safety of the community.

No more than two household pets will be permitted on any lot. Pets must be restrained or confined within the homeowner's premises and on a leash when off of a lot owner's property. It is the pet owner's responsibility to keep the lots and roads free and clean of pet debris or droppings. All animals must be properly tagged for identification. Animals or pets wandering around the subdivision or neighborhood without proper tags for identification will be subject to impoundment by the City animal control. Pet pens or pet houses are not permitted without the approval of the Declarant. Animals are not to be tied up. No invisible underground fencing is allowed.

No animals shall create a nuisance, by number of animals, noise, odor, damage or destruction of property, animal waste, or any other reason, and such rules and regulations pertaining thereto. All lot owners who keep household pets shall be responsible for any destruction, damage or injury to any persons or property of any other lot owner or persons visiting or guests within the subdivision. An easement over and upon the lot hereby is reserved for the City to exercise and enforce all applicable legal requirements relating to animal control. No dogs of aggressive character shall be allowed in the subdivision, including, but not limited to, rottweilers, pit bulls and Dobermans.

**17. Vehicles & Parking**

No boats, boat trailers, motor homes, RVs camping trailers, commercial trailers, vans, motor scooters, go-carts, motorbikes or other similar vehicles, whether of a recreational nature or otherwise, shall be placed, parked or stored on any lot unless enclosed in a structure or screened from adjacent properties. Immovable, unsightly, inoperative or unlicensed cars, vehicles with

tarps, equipment, materials and like exposures cannot be maintained on any lot either prior to or after the residence has been erected on any lot. No vehicle shall be parked in any area other than a private driveway and parking pad to any lot and cannot be parked in any yard of any lot. No parking on the streets of vehicles of any kind is allowed for a period in excess of 24 hours. Owners shall also be responsible for their family members, contractors, agents, and guests etc.

No trucks, in excess of  $\frac{3}{4}$  tons in size, dump trucks, log trucks; tractor-trailer rigs or similar vehicles may be stored or parked upon the lots or the streets of the subdivision. This provision shall not, however, be interpreted to prohibit a pick-up truck, up to  $\frac{3}{4}$  tons in size, which is used by any owner of the property for their personal use. No mini-bikes, motorbikes, ATV's, go-carts, or similar vehicles shall be used on the lawns, unpaved or paved streets or undeveloped areas of the subdivision. No parking of vehicles is permitted on any area of the lot other than the driveway. The parking areas shall be constructed of concrete or materials acceptable to the Declarant or its designee. The driveway from the street to the parking pad shall be likewise constructed of concrete. Both the driveway and parking pad shall be completed prior to occupancy. Each lot shall contain sufficient permanent parking for at least two and no more than four motor vehicles. No repairs or mechanical work on any motorized vehicle shall be permitted on the streets, driveways or property of the subdivision.

**18. Signs:** No sign of any kind shall be displayed to the public view on any portion of the lot except for the signs which are approved by the Declarant or its designee and which are for one or more of the following purposes: (i) advertising the lot, (ii) advertising the building contractor constructing improvements on the lot during the initial construction and sales period; (iii) identifying the sales office and/or model home of the owner of a lot; (iv) identifying the subdivision name of the lot or the number or street address of any portion of the lot; (v) one "For Sale" sign per lot will be allowed indicating the selling agent and telephone number. No such signs shall be placed at the entrance of development. "For Sale" signs must be removed within 7 days following the sale of the property or withdrawal from the marketplace. (vi) signs required by the City; (vii) any other purpose approved by the Declarant. All signs must be maintained in good state of repair or will be subject to removal and stored.

**19. Fences, Walls and Hedges:** Except as specifically approved in writing by the Declarant or its designee: (i) no fence, wall, or hedge of any kind shall be constructed or maintained on any lots on the property in the front yard of such lot, and shall have a minimum of four (4) feet and maximum of (6) feet in height. (ii) No fence, wall, or hedge shall be constructed on any portion of the lot closer than one (1) foot from the property line. All fences, walls and hedges on the lot shall be maintained at all times in a structurally sound and attractive manner and in a good state of repair. All fences, walls and hedges on the lot shall be of materials, height, style, color, and location approved by the Declarant, and no fence, wall or hedge shall be maintained on any portion of the lot until the owner thereof has obtained written approval therefore from the Declarant or its designee. No chain link fences are allowed.

**20. Vision Lines:** No fences, walls, vegetation, landscaping materials, gardens or other objects shall be placed upon property which will obstruct the vision of motorists using the roads or which will deter or be unsightly within the subdivision. Declarant shall have the right to remove or require the removal of such materials if, in the Declarant's or Declarant's successor's sole opinion, such structures diminish the character of the subdivision or impair the vision of motorist.

**21. Lighting:** No exterior lighting on any portion of the lot shall be directed outside the boundaries to cause a nuisance of such portion of the lot, except for required street and parking lot lighting and as otherwise approved by the Declarant or its designee. Floodlights directed toward a dwelling or other building shall be permitted when used in a reasonable manner. The Declarant or its designee prior to the installation or use thereof shall approve all exterior lighting that is not in conformity with applicable design guidelines, if any, in writing. No outside colored lighting will be permitted on any lot except for holiday lighting. Any holiday lighting or decorations must not be a nuisance and should be taken down after a reasonable time after the said holiday.

**22. Nuisances:** No noxious, offensive or nuisance activity or trade shall be carried on or conducted upon a lot or within the boundaries of the subdivision, or upon the roads entering from the highway nor shall any act, conduct, thing be done allowed to exist which may be or become an annoyance, nuisance or detriment to the owners of other lots within the subdivision. No trash, garbage, rubbish, trash, etc., shall be burned on the lots or within any area of the subdivision. No person shall cause any unreasonably loud noise, except for security devises used in the manner intended therefor, anywhere on the lot, nor shall any person permit or engage in any activity, practice or behavior resulting in significant and unjustified annoyance, discomfort or disturbance to any person lawfully present on any portion of the lot. The discharging of firearms and/or bows and arrows within the lots is prohibited.

**23. Home Businesses and Other Activities.** No commercial activity will be allowed. No commercial or business activity shall be permitted or suffered to remain on any lots in the subdivision, or shall any activity be carried on which under the Ordinances of the City of Washington, North Carolina are identified as "Cottage Industries" or as such.

**24. Trash:** All areas of each lot shall be kept clean and well maintained. Trash, garbage and all other waste shall be kept in sanitary containers, which shall be kept in a clean and sanitary condition. No garbage, rubbish, trash, etc., shall be burned on the lots or within any area of the subdivision. Trash, garbage and recyclable containers shall be stored in a manner such that they are out of view from the road and streets or lots within the subdivision (located in the back yard or rear of residence). Trash containers will only be allowed on the street side on the designated pick up day and otherwise they must be stored accordingly. Each lot owner shall be responsible for the removal of all garbage, trash or rubbish from his or her lot. Only City of Washington approved sanitary containers shall be allowed.

During the construction of any building on a lot the owner shall insure to keep clean their lot and be maintained free from trash and construction debris, particularly such items as may blow or be dispersed onto other property. No trade materials or inventories (other than materials used for construction of dwellings or other approved buildings or other improvements) shall be stored upon any portion of the lot and no tractors, inoperable motor vehicles, rubbish, trash, or unsightly materials of any kind shall be stored, regularly placed, or allowed to remain on any portion of the lot.

**25. Yard Maintenance:** All individual owners from and after this date, at owner's sole cost and expense, shall maintain such portion of their lot, including all improvements thereon, in a safe, clean and attractive condition at all times, including but not limited to the following: (a) Prompt removal of all litter, trash, refuse and wastes, (b) Lawn maintenance on a regular basis, (c) Tree and shrub pruning and removal of dead or diseased trees, shrubs and other plant material, (d) Maintenance of flower and plant gardens and beds (weed free), (e) Maintenance of exterior lighting and mechanical facilities, (f) Maintenance of parking areas and driveways, (h) Maintenance of all improvements thereon, and (i) Maintaining adequate soil erosion controls.

If any owner fails to perform any of the foregoing maintenance responsibilities, then the Declarant or its designee may give such owner written notice of the failure and such owner must, within ten (10) days after such notice is given by the Declarant or its designees, perform the required maintenance. If any such owner fails to perform the required maintenance within the allotted time period, the Declarant or its designees, shall have the right and power, but not the obligation, to enter such owner's lot and perform such maintenance, and owner shall reimburse the Declarant or its designee for the expenses incurred in performing the required maintenance within thirty (30) days after the Declarant or its designee mails or delivers to such owner an invoice therefore, and Declarant's entry shall not be considered a trespass. If the owner fails to reimburse the Declarant or its designees shall have the right file a lien for all sums assessed hereunder in the Office of the Clerk of Court of Beaufort County and to enforce said lien pursuant to the provisions of N.C.G. S.-44A.

**26. Antennas and other Attachments:** No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas and satellite dishes or other devises for reception and transmission) shall be made to the roof or exterior walls of any dwelling or other building on any portion of the lots, nor shall the same be located on any portion

of the lots outside of any dwelling or other building, unless such attachments first shall have been submitted to and approved by the Declarant or its designee in writing. Such devices will not be approved in front of the residence.

No satellite television reception dish or antennae shall be erected, placed or allowed to remain on any lot; except for equipment that is approved by the Declarant, its successors or assigns and is smaller than thirty-nine (39) inches in diameter. All such equipment shall be located on the rear of the house and/or screened so as not to be visible from the street. No radio antennae, towers, aerials or overhead wire shall be erected on any structure on any lot.

Except for hoses, temporary lines and other equipment reasonably necessary in connection with construction or maintenance activities or normal landscape or yard maintenance, no water pipe, sewer pipe, gas pipe, utility lines, storm water drainage pipe, television or telephone cable, electric line or other, similar transmission line shall be installed or maintained above the surface of the ground on any portion the lot. No overhead wiring, cable line or hose of any type shall be permitted upon any lot.

**27. Soil Erosion Control:** During all periods of construction on any portion of the lots, the owner thereof shall maintain proper and adequate soil erosion control to protect the lot, including all lakes and ponds thereon, from accumulated silt, debris and soil erosion, and such owners shall be liable for damages caused by or resulting from any failure to maintain such proper and adequate soil erosion control.

**28. Landscaping:** No landscaping of any type shall be started on any of the above-described lots until the plans showing the proposed landscaping have been approved by the Declarant or designees. Such approval in both events must be in writing. If no approval or rejection has been given for such planned use or for such plans, which have been deposited or delivered, to the Declarant, its successors or designees within thirty (30) days after written application, the plan shall be deemed to have been approved.

All landscaping (approved by Declarant) shall be completed before the certificate of occupancy for the lot or building is issued. Each lot is required to have adequate landscaping. Each lot shall at least have two (2) trees (oak, maple, river birch, bradford pear, crepe myrtle, dogwood) at least two of them being in the front yard. Each dwelling shall have at least fifteen (15) evergreen shrubs along the front of the dwelling and five (5) down both sides of the dwelling along with pine straw or mulch.

**29. Exception for the Declarant:** Notwithstanding any other provision of this Declaration or any other governing documents, during the development period the restrictions contained in this article and the rules or regulations of the association with respect to matters addressed in this article: (i) shall not prohibit or restrict the Declarant from constructing and maintaining any infrastructure (for example, water lines, sanitary sewer lines, streets, street lights and sidewalks) in the lot or the Declarant additional lot, including connections of such infrastructure to real lot that is not part of the lots or the Declarant additional lot; and (ii) shall not prohibit or restrict the Declarant (or any Builder with the Declarant's consent) from marketing or selling any part or all of the lots or the Declarant additional lot.

**30. Undeveloped Property.** The Declarant may continue farming undeveloped land until conveyed to another party.

**31. Violations:** If the owners, or occupants of any lot, or all of them or their successors and assigns shall violate any of the covenants or restrictions herein, it shall be the right of the Declarant herein, its successors or assigns or any lot owner within the subdivision, to institute proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction for the purpose of preventing him from so doing or to recover damages for such violations, or both.

**32. Severance:** The failure of the Declarant or any such party entitled to enforce any protective covenant contained in this Declaration, however, long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent

thereto and shall nor bar or effect its enforcement. Any provision of this Declaration shall be deemed severable from the other provisions and in the event that any provision or portion of a provision or condition set forth within this Declaration shall be deemed unenforceable, void or unlawful, such decisions shall not affect the remainder of the covenants and conditions set forth in this Declaration.

**33. Continuation and Termination:** The foregoing conditions, reservations, declarations, covenants, easements and conditions shall run with the lands and be binding upon all purchasers of lands or lots in the properties covered by these restrictions and upon all purchasers of lands or lots in the properties covered by these restrictions and upon all persons or entities claiming under them through the 31<sup>st</sup> day of December, 2024, after which time the same shall be extended for successive periods of ten years each unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the restrictions and covenants in whole or in part. For the purpose of such vote, the owners will be entitled to one vote per lot regardless of the number of persons or entities owning one lot.

**34. Modification-Additional Protective Covenants:** The Declarant specifically reserves the right to amend or change any part or all of the restrictions, covenants, and conditions herein set out by the filing in the Office of the Register of Deeds of Beaufort County a Declaration of Amended Restrictive Covenants, which such amendments, modifications or additions to the restrictive covenants contained in this Declaration shall be made applicable to the conveyance of lots made subsequent to the recording of such Declaration of Amended Restrictive Covenants. Declarant may include, in any contract, plat, or deed for any Lot, additional protective covenants and restrictions not inconsistent with those contained herein. These Covenants may be amended by an instrument signed by not less than ninety percent (90%) of the owners of lots subject to these covenants. To be effective, any amendment must be recorded in the Office of the Register of Deeds of Beaufort County. Notwithstanding any other terms and conditions contained herein, no amendment may be made to these Covenants amending or terminating the rights of the Declarant without the prior written consent of the Declarant.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name and under its seal the day and year first above written.

Northgate Development, L.L.C.

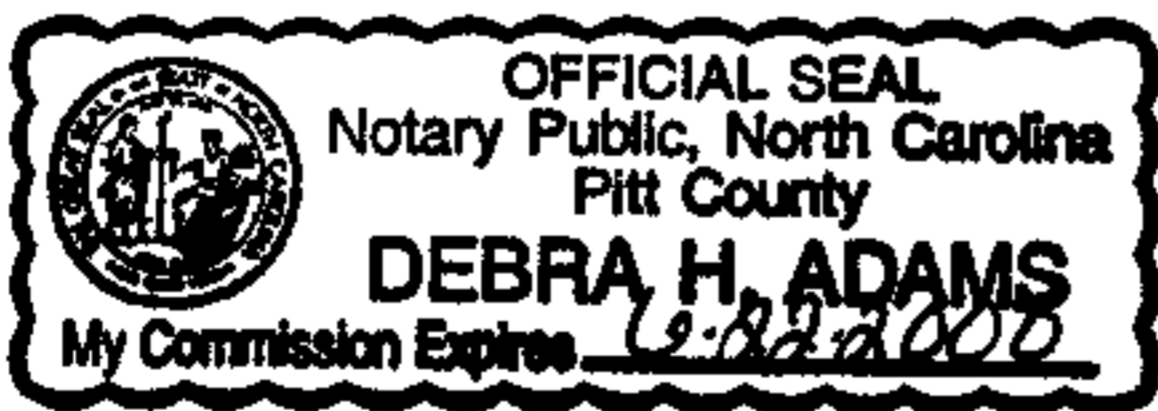
By: Jason D. Briley (SEAL)  
Jason D. Briley, Member-Manager

STATE OF NORTH CAROLINA  
COUNTY OF Pitt

I, Debra H. Adams, a Notary Public for said County and State, do hereby certify that **JASON D. BRILEY, Member-Manager of Northgate Development, L.L.C.**, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company. Witness my hand and Notarial Seal on this the 31<sup>st</sup> day of January, 2005.

My commission expires: 6-22-2008

Debra H. Adams  
NOTARY PUBLIC





JENNIFER LEGGETT WHITEHURST  
BEAUFORT COUNTY REGISTER OF DEEDS  
COURTHOUSE BUILDING  
112 W. 2ND STREET  
WASHINGTON, NC 27889

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Filed For Registration: 01/31/2005 04:53:41 PM  
Book: RE 1436 Page: 106-115  
Document No.: 2005000738  
DECLR 10 PGS \$38.00

Recorder: PATRICIA COLUMBUS

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State of North Carolina, County of Beaufort

The foregoing certificate of DEBRA H ADAMS Notary is certified to be correct. This 31 ST of January 2005

JENNIFER LEGGETT WHITEHURST, REGISTER OF DEEDS

By: Patricia Columbus  
Deputy/Assistant Register of Deeds

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See Label  
Jason Britz

**\*2005000738\***

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