

Book 1696 Page 783  
North Carolina  
Johnston County

## PROTECTIVE COVENANTS NORTH FORT (PHASE I)

THIS DECLARATION, made and entered into this the 15 day of April, 1998 by David Milton Flowers and wife, Helen Jean Flowers, hereinafter referred to as "Declarant";

### WITNESSETH:

THAT WHEREAS, Declarant is the owner of that certain tract or parcel of land more particularly described as Lots 1 through 6 of North Fort Phase I, as the same are shown on map and survey recorded in Pat Book 52, Page 57, Johnston County Registry;

AND WHEREAS, it is for the mutual benefit of all, present and future in said North Fort, Phase I, for Declarant to subject said lot as referenced hereinabove to the following Protected [sic] Covenants;

NOW, THEREFORE, Declarant does hereby declare that all of the properties referred to above shall be held, sold and conveyed subject to the following easements, restrictions, covenants [sic], and conditions what are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, for the term of these covenants, as set forth below, and shall insure [sic] to the benefit of each holder thereof.

### ARTICLE I

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, except that nothing herein shall preclude the use of any lot of a utility purpose for the benefit of this subdivision or access by the Declarant or its successors in interest, except that if any lot is purchased from the developer by an individual lot owner or builder, then said lot must be used for residential purposes only. No building shall be erected then [sic] said lot must be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one-half (2 ½) stories in height and a private garage for not more that [sic] three (3) cars, and (with the approval of the Architectural Committee) an accessory building or structure for storage or other appropriate use, not in excess of two hundred fifty (250) square feet in area.

### ARTICLE II

SITE AND PLAN APPROVAL. No building, fence, swimming pool or other structure shall be erected, placed or altered on any premises in said development until the building plans, builder, specifications and plot showing the location of such improvements have been approved in writing as to the conformity and harmony of the external design with existing improvements in the development, and as to location of the improvements with respect to topography and finished ground elevations by an architectural committee which is Declarant. At the present time, the Committee shall be composed of the Declarant only, although Declarant shall have the authority to appoint others to the committee in the future as they deem necessary.

### ARTICLE III

DWELLING SIDE AND DRIVEWAYS. No residential structure which has an area of less than one thousand Four hundred (1400) finished, heated square feet, exclusive of porches, breezeways, step [sic] and garages, shall be erected or placed or permitted to remain on any lot. Driveway piping and temporary gravel driveways must be installed before any type of construction is commenced on any lot. Driveway must be paved with concrete within 60 days after completion of residential structure. All driveways must have state approved, reinforced concrete tile in the ditch.

### ARTICLE IV

BUILDING LOCATION. No building shall be located on any lot nearer to the front, side or rear lines than is required by the Johnston County zoning authorities. No portion of any building shall be permitted to encroach upon another lot.

### ARTICLE V

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front ten (10) feet of each lot, and ten (10) feet on each sideline, unless shown in excess of such distances on any recorded plat, in which case the plat shall control. Within these easements, no structure planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage. [sic] facilities or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retire [sic] the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

### ARTICLE VI

NUISANCES. 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. No signs or billboards shall be displayed, stored or regularly parked on the premises, except real estate signs not to exceed two square feet, and no commercial trucks or tractors may be parked upon the premises. No business activity or trade of any kind whatsoever, which shall include, but not be limited to, the use of any residence as a doctor's office, professional office of any kind, fraternity house, rooming or boarding house, antique or gift shop, hair salon, body shop, shall be carried on up [sic] any lot. The use of all-terrain vehicles, including but not limited to, three-wheelers, four-wheelers, golf carts, dirt bikes and go-carts, on the properties or in the community, is expressly prohibited hereby. The use of firearms, on the properties or in the community, is expressly prohibited hereby.

### ARTICLE VII

TEMPORARY STRUCTURES. Except as hereinbefore set forth, no trailer, tent, shack, barn or other out building, except a private garage for not more than three (3) cars, or an out building not more than two hundred fifty (250) square feet in size, shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Committee, no garage shall at any time be used for human habitation, either temporarily or permanently.

## ARTICLE VIII

FENCES. No fence or fencing-type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the community, including any lot, without the prior written consent of the Architectural Committee. The committee may issue guidelines detailing acceptable fence styles or specifications, but in no event shall hog-wire or chicken-wire be approved nor shall any chain-link fencing be allowed in view from any street in the community.

## ARTICLE IX

ACCESSORY BUILDINGS. No accessory building of any nature whatsoever (including, [sic] but not limited to, detached garages, and storage buildings over size specified in Article VII of these restrictive covenants shall be placed on any lot without the prior written approval of the Architectural Committee, with said committee to have the sole discretion relating to the location and type of accessory building which shall be permitted on any lot. All accessory building must have a permanent foundation. Only one detached accessory building shall be permitted per lot. At no time will accessory buildings be allowed in front yards.

## ARTICLE X

APPEARANCE. Each owner shall keep his building site free from tall grass, undergrowth, dead trees, trash and rubbish, and properly maintained so as to present a pleasing appearance within the subdivision. In the event an owner does not properly maintain his building site as above-provided, in the opinion of the Declarant and/or Architectural Committee, then Declarant or its successors in interest, at its option, may have the site cleaned to its or the Architectural Committee's satisfaction, and the costs thus incurred shall be the responsibility of the lot owner. The costs of clean-up, if expended by the Declarant or its successors in interest, shall be a continuing lien upon the property until the sums due and payable are paid in full. Location of satellite receivers must be approved in writing by the Architectural Committee, but in no event shall any receiver be visible from any road within the subdivision, except with special consent from Declarant. Screening for satellite receivers are [sic] subject to approval by the Architectural Committee. Communication towers are expressly prohibited. Stick-built homes, constructed on the premises are expressly required; that is, no prefabricated or manufactured homes are permitted on any lot. All primary fuel storage tanks must be placed underground, or be placed behind the main dwelling, out of front view of house [sic] and out of view from any street. Home curtain foundation walls are expressly prohibited unless approval for same is first obtained, in writing, from the Architectural Committee. Brick mailboxes are expressly prohibited. No inoperable motor vehicles, or those motor vehicles not registered with a [sic] Department of Motor Vehicles, may be parked on any lot if visible from any road within the subdivision. At the option of the Declarant and/or the Architectural Committee, silt fences may be required to be erected during the period of construction of any structure to be located on any lot, to prevent erosion or other damage to adjoining lots. Construction and maintenance of same shall be borne by the lot owners. In the event an owner does not construct such a fence after being requested to do so by the Declarant and/or Architectural Committee, then Declarant (or its Successors in interest), at its option, may have the fence erected, and the costs thus incurred shall be the responsibility of the lot owner. The costs of construction of such fence or fences, if expended by the Declarant or its successors in interest, shall be a continuing lien upon the property until the sums due and payable are paid in full.

#### ARTICLE XI

ANIMALS: No animals, swine or fowl of any kind, other than ordinary household pets, shall be kept or maintained on any part of said property. Dogs must be contained within their owners' lots, or on leashes. Incessant barking or other offensive activities by household pets shall be considered noxious and offensive activities and shall not be permitted.

#### ARTICLE XII

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the subdivision. Owners of lots shall not be permitted to park all-terrain vehicles, boats, trailers, campers, commercial vehicles and all other similar property on the streets in the development, and such property shall not be permitted to be parked in the front yard, or in view from street [sic], except with special consent from Declarant.

#### ARTICLE XIII

UNDERGROUND UTILITIES AND STREET LIGHTING. Declarant reserves the right to subject the real property described hereinabove to a contract with Carolina Power & Light or its successors in interest for the installation of underground electric cables and the installation of street lighting, either or both which [sic] may require a continuous monthly charge to the owner of each lot.

#### ARTICLE XIV

AMENDMENT. While Declarant owns any lot within the subdivision, or for such shorter period as allowed by law, Declarant shall have the absolute right to amend these covenants, which amendment or amendments shall be binding upon all property owners within the subdivision. Thereafter, these covenants may be amended by an instrument signed by not less than seventy-five percent (75%) of lot owners.

#### ARTICLE XV

ANNEXATION. Declarant has the absolute right to annex additional residential property, including common areas which may subject the homeowners in the subdivision to assessments for maintenance of the common areas, while Declarant owns any lot within the existing subdivision, or for such shorter period, or for such shorter period as allowed by law. Thereafter, additional properties may be annexed, including common areas, with the consent of at least seventy-five percent (75%) of the lot owners.

#### ARTICLE XVI

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded with the Johnston County Register of Deeds Office, after which time said covenants shall be automatically extended of [sic] successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, in whole or in part.

#### ARTICLE XVII

ENFORCEMENT. Enforcement of these covenants shall be by proceeding at law or in equity against any person of [sic] persons violating or attempting to violate any covenant and the aggrieved party may request restraint of the violation of damages resulting from said violation.

#### ARTICLE XVIII

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way 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 enforce these covenants shall not be construed as a waiver of any future enforcement rights.

#### ARTICLE XIX

- 1) All houses will be brick, stone or approved masonry construction; (no cement block) veneer [sic]
- 2) All mailboxes and posts will be uniform and selected by Declarant. Said mailboxes and posts will be purchased by builder.
- 3) All streetlights will be uniform and selected by Declarant.

#### SIGNATURES AND NOTARY SEAL

Book 1750 page 086  
North Carolina  
Johnston County

AMENDED PROTECTIVE COVENANTS NORTH FORT (PHASE 1 AND PHASE 2)

THIS DECLARATION, made and entered into this the 29th day of September, 1998 by David Milton Flowers and wife, Helen Jean Flowers, hereinafter referred to as "Declarant";

WITNESSETH:

THAT WHEREAS, Declarant is the owner of that certain tract or parcel of land more particularly described as North Fort Phase 1 and 2, as the same are shown on May and survey recorded in Plat Book 52, Page 57 and Book 1696, Page 793, Johnston County Registry.

AND WHEREAS, it is for the mutual benefit of all homeowners, present and future in said North Fort, Phase 1, for Declarant to subject said lots as referenced hereinabove to the following additional Protective Covenants;

NOW, THEREFORE, Declarant does hereby declare that all of the properties referred to above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, for the term of these covenants as set forth below, and shall insure [sic] to the benefit of each holder thereof.

ARTICLE XX

ELECTRICAL. The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of street lighting, which required a continuing monthly payment to Carolina Power & Light Company by each residential customer.

SIGNATURES AND SEALS.

Book 1841, Page 808  
North Carolina  
Johnston County

#### AMENDED PROTECTIVE COVENANTS NORTH FORT SUBDIVISION

THIS DECLARATION, made and entered into this the 1st day of April, 1999 by David Milton Flowers and wife, Helen Jean Flowers and Cambridge Builders, Inc. and Master Builders & Realty Company, Inc, hereinafter referred to as "Declarants" [sic];

#### WITNESSETH

THAT WHEREAS, Declarants are the owners of that certain tract or parcel of land more particularly described as North Fort Subdivision, as the same are [sic] shown on map and survey recorded in Plat Book 52, Page 57, Johnston County Registry and Plat Book 53, Page 363;

AND WHEREAS, it is for the mutual benefit of all homeowners, present and future in said North Fort Subdivision, for Declarants to subject said lots as referenced hereinabove to the following additional Protected [sic] Covenants;

NOW, THEREFORE, Declarants do hereby declare that all of the properties referred to above shall be held, sold and conveyed subject to the following easements, restrictions, covenants [sic], and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, for the terms of these covenants as set forth below, and shall insure [sic] to the benefit of each holder thereof.

#### ARTICLE XIX [sic]

- 1) All water wells be of the six inch drilled type and will be covered by uniform covers selected by David Milton Flowers and paid for by contractor.
- 2) All lots adjoining the pond will be landscaped by the builder of the house thereon, right up to the high water line. All landscaping on lots adjoining the pond will be maintained by the homeowner, once the homeowner receives a deed.

#### SIGNATURES AND SEALS

Book 1965, Page 161  
North Carolina  
Johnston County

## ROAD MAINTENANCE DECLARATION

THIS DECLARATION, made and entered into this the 8th day of Aug, 2000, by and between David Milton Flowers and wife, Helen Jean Flowers and Cambridge Builders, Inc. and Master Builders & Realty Company, Inc., hereinafter collectively called "Declarants;"

### WITNESSETH

WHEREAS, Declarants own fee simple title to the real property described in Article I below;

WHEREAS, the said property will have access to State Road 1003 via the private roads shown on the plat hereinafter referred to, said private roads being known as "Northfort [sic] Drive, Moultrie Court and Macon Lane;"

WHEREAS, Declarants, by this Declaration, wish to bind themselves, their successors and assigns to provide all owners of any portion of said property owned by Declarants described below perpetual ingress, egress and regress to said State Road; and

WHEREAS, Declarants, by this Declaration and these restrictions, wish to bind themselves, their successors and assigns to provide for the maintenance of said private road [sic] until such time as the private road is accepted by the State of North Carolina for maintenance.

NOW, THEREFORE, Declarants agree for themselves and any and all persons, firms or corporations hereinafter acquiring any of the property described in Article I below, that the same shall be subject to the following restrictions, conditions and covenants relating to the use and occupancy thereof, which restrictions, conditions and covenants shall run with said property and ensure [sic] to the benefit of and be binding upon the heirs, successors and assigns of Declarants and other acquiring parties and persons.

### ARTICLE I

The real property (the "property") which is, and shall be held, transferred, sold and conveyed subject to this Declaration and is located in Johnston County, North Carolina and more particularly described as North Fort Subdivision, as the same are [sic] shown on map and survey recorded in Plat Book 52, Page 57; Plat Book 53, Page 363; Plat Book 53, Page 4; Plat Book 55, Page 439; Plat Book 55, Page 33 of the Johnston County Registry.

AND WHEREAS, it is for the mutual benefit of all homeowners, present and future in said North Fort, Phase 1, 2, 3, 4, 5, 6, 7 and 8, for Declarant to subject said lot [sic] as referenced hereinabove to the following Road Maintenance Agreement.

## ARTICLE II

Declarants hereby grant unto themselves and the future owners of lots within the property a non-exclusive easement for perpetual ingress, egress and regress along the private roads within the property.

## ARTICLE III

The private road shall be maintained as roads passable in all weather conditions. Any record owner of any lot within the property served by the private roads shall have the right to enforce maintenance standards by sending registered or certified mail, return receipt requested, written notice of all proposed maintenance, the cost thereof, and the time and place of meeting (said meeting to take place no less than thirty (30) days following the mailing of such notice to all record owners at their last known address disclosed by the Johnston County Tax listings.)

At the record owner's meeting, each record owner shall have one vote for each lot owned. But, in no event shall any lot or any subdivision thereof have more than one vote, regardless of the number of record owners. A majority of the votes cast, in person or by signed proxy at a record owner's meeting, is required for the approval of all maintenance. Further, at such meeting, the record owners by a majority of the votes cast [sic] in person or by signed proxy, shall select an agent to contract the maintenance work. Each record owner shall bear, on a pro rata basis, the cost of maintaining the private roads within the property, including but not limited to patching, paving, grading, adding gravel or rock to fill ruts, holes and washed out sections and doing any other needed maintenance. "Maintenance," as that term is used in this Declaration, shall not include improvements to the roads beyond their condition as constructed, and shall not mean or refer to widening, landscaping, or any other upgrading. Each record owner's pro rate [sic] share shall be due and owing to the elected agent within ten (10) days, said cost may be reduced to a judgment and shall become a lien on the land of the defaulting owner. Notwithstanding any vote at the record owner's meeting, nothing in this agreement shall be construed as denying any record owner the right to ensure that the private roads within the property are maintained. Any record owner with a lot within the property may require that any dispute concerning the maintenance requirements set forth herein be submitted to binding arbitration under the Rules of the American Arbitration Association (as governed by the Uniform Arbitration Act of North Carolina, North Carolina General Statutes Section 1-567.1 et seq. as it may be from time to time amended) by notice mailed to all record owners at their last known addresses as is shown on the Johnston County Tax Listing by registered or certified mail, return receipt requested, by 5:00 p.m. on the second working day following the record owner's meeting. Unless such arbitration notice is sent, the vote of the majority of the record owners shall be conclusive as to the maintenance mandated by this agreement. The costs of such arbitration shall be borne by all records [sic] owners, pro rata, if maintenance is ordered, or if not, entirely by the party (or parties) seeking arbitration.

## ARTICLE IV

The private roads within the property may be dedicated to the public by a majority vote of the record owners of lots within the property served by the private roads at a meeting called and a vote taken as set out in Article III above, except the notice must state that the meeting is called to vote on dedicating the roads to the public. In that event, the record owners and their successors in title and interest to any portion of the property served by the private roads within the property

will remain responsible for road maintenance as herein provided until such time as said roads are maintained by a governmental body. Provided, however, nothing in this Article shall be construed as requiring record owners to bear the cots [sic] of anything other than maintenance, as that term is defined in Article III hereinabove.

#### ARTICLE V

This agreement shall run with and be appurtenant to the land and shall be binding upon the heirs, successors and assigns of each record owner of a lot within the property.

#### ARTICLE VI

This agreement shall remain in full force and effect as to the aforementioned roads or any portion thereof until such time as said roads or any portion thereof are maintained by a governmental body and any portion of said roads not maintained by a governmental body shall remain subject to this agreement and be maintained by the record owners of those lots in the property served by that portion of said roads not maintained by a governmental body as the record owners of those lots in the property served by that portion of said roads not maintained by a governmental body shall decide as set out herein.

#### ARTICLE VII

It is further stipulated and agreed that the records owners of lots within the property and their heirs, successors or assigns may enforce this agreement by injunction and that this shall not be in exclusion of, but in addition to, all other remedies available in law or equity.

#### ARTICLE VIII

Invalidation of any one of these covenants by judgment or court order shall in no way effect [sic] any of the other provisions which shall remain in full force and effect.

#### ARTICLE IX

For the purpose of these restrictions, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa, as the meaning may require.

#### ARTICLE X

This Declaration, together with the Deed of Easement and Roadway Reservation by and among the parties hereto of even date herewith, contain the entire understanding of the parties hereto, and neither shall be amended without the written agreement of all the parties hereto.

#### SIGNATURES AND SEALS

Book 1970, Page 484  
North Carolina  
Johnston County

AMENDED PROTECTIVE COVENANTS NORTH FORT SUBDIVISION

THIS DECLARATION, made and entered into this the 30th day of May, 2000 by David Milton Flowers and wife, Helen Jean Flowers and Cambridge Builders, Inc. and Master Builders & Realty Company, Inc., hereinafter referred to as "Declarants";

WITNESSETH

THAT WHEREAS, Declarants are the owners of that [sic] certain tracts or parcels of land more particularly described as North Fort Subdivision, as the same are shown on map and survey recorded in Plat Book 52, Page 57, Plat Book 53, Page 363; Plat Book 53, Page 4; Plat Book 55, Page 439; Plat Book 55, Page 33 Johnston County Registry;

AND WHEREAS, it is for the mutual benefit of all homeowners, present and future in said North Fort Subdivision, Sections One through Three, for Declarants to subject said lots as referenced hereinabove to the following additional Protected [sic] Covenants;

NOW, THEREFORE, Declarants do hereby declare that all of the properties referred to above shall be held, sold and conveyed subject to the Protective Covenants recorded in Book 1696, Page 783, and each Amendment that has been recorded thereto and that the Protective Covenants and their Amendments shall apply to all present and future sections of North Fort Subdivision.

SIGNATURES AND SEALS

Book 2102, Page 586  
North Carolina Johnston County

PROTECTIVE COVENANTS NORTH FORT SUBDIVISION PHASE IV

THIS DECLARATION, made and entered into this the 20 day of August, 2001 by David Milton Flowers and wife, Helen Jean Flowers hereinafter referred to as "Declarants";

WITNESSETH

THAT WHEREAS, Declarants are the owners of that [sic] certain tracts or parcels of land more particularly described as North Fort Subdivision Phase IV, as the same are shown on map and survey recorded in Plat Book 58 Page 410; Johnston County Registry;

AND WHEREAS, it is for the mutual benefit of all homeowners, present and future in said North Fort Subdivision, Sections One through Four for Declarants to subject said lots as referenced hereinabove to the following additional Protected [sic] Covenants;

NOW, THEREFORE, Declarants do hereby declare that all of the properties referred to above shall be held, sold and conveyed subject to the Protective Covenants recorded in Book 1698, Page 783 and each Amendment that has been recorded thereto with the exception that the minimum square footage for a dwelling in Article III shall be 1800 square feet for all Phase IV Lots and that the Protective Covenants and their Amendments shall apply to all present and future sections of North Fort Subdivision.

SIGNATURES AND SEALS

Book 2232, Page 666  
North Carolina  
Johnston County

#### AMENDED PROTECTIVE COVENANTS NORTH FORT SUBDIVISION

THIS DECLARATION, made and entered into this the 13th day of May, 2002 by David Milton Flowers and wife, Helen Jean Flowers, hereinafter referred to as "Declarants";

#### WITNESSETH

THAT WHEREAS, Declarants are the owners of that [sic] certain tracts or parcels of land more particularly described as North Fort Subdivision, as the same are shown on map and survey recorded in Plat Book 52, Page 57, Plat Book 53, Page 363; Plat Book 53, Page 4; Plat Book 55, Page 439; Plat Book 55, Page 33 Johnston County Registry;

AND WHEREAS, it is for the mutual benefit of all homeowners, present and future in said North Fort Subdivision, for Declarants to subject said lots in Phases 5 through 8 as referenced hereinabove to the following additional Protected [sic] Covenants;

NOW, THEREFORE, Declarants do hereby declare that all of the properties in Phases 5 through 8 referred to above shall be held, sold and conveyed subject to the Protective Covenants recorded in Book 1696, Page 783 and each Amendment that has been recorded thereto and that the Protective Covenants and their Amendments shall apply to all present and future sections of North Fort Subdivision, subject to the following amendments:

- (a) Article III is amended to provide that residential structures must have an area of not less than 1,800 square feet of which the first floor level must be at least 1,600 square feet.
- (b) Article VII is amended to provide that no wooden fences shall be allowed.
- (c) Article IX is amended to provide that all accessory buildings must be constructed of brick and must have a permanent foundation.

#### SIGNATURES AND SEALS

Book 2260, Page 237  
North Carolina  
Johnston County

#### AMENDED PROTECTIVE COVENANTS NORTH FORT SUBDIVISION

THIS DECLARATION, Declarants are the owners of that [sic] certain tracts or parcels of land more particularly described as North Fort Subdivision, Phases 5, 5A, 6, 7 and 8 as the same are shown on map and survey recorded in Plat Book 60, Page 212 and Plat Book 58, Page 410-411, Johnston County Registry;

AND WHEREAS, it is for the mutual benefit of all homeowners, present and future in said North Fort Subdivision, for Declarants to subject said lots in Phases 5 through 8 as referenced hereinabove to the following additional Protected [sic] Covenants;

NOW, THEREFORE, Declarants do hereby declare that all of the properties in Phases 5, 5A, 6, 6 and 8 referred to above shall be held, sold and conveyed subject to the Protective Covenants recorded in Book 1696, Page 783 and each Amendment that has been recorded thereto and that the Protective Covenants and their Amendments shall apply to all present and future sections of North Fort Subdivision, subject to the following amendments:

- (a) Article III is amended to provide that residential structure must have an area of not less than 2,000 heated square feet.
- (b) Article VII is amended to provide that no wooden fences shall be allowed.
- (c) Article IX is amended to provide that all accessory buildings must be constructed of brick and must have a permanent foundation.

Harvest Capital Investments, Inc. being the owners of Lot 50 in Book 2229, Page 430, hereby agrees that Lot 50 shall be subject to these Amended Protective Covenants.

SIGNATURES AND SEALS

NORTH FORT SUBDIVISION  
AMENDED PROTECTIVE COVENANTS

THIS DECLARATION made and entered into this the 8th day of Aug, 2002 by David Milton Flowers and Helen Jean Flowers, herein referred to as “Declarant”;

WITNESSETH

THAT WHEREAS Declarant were [sic] the original owners of all of the tracts of land in the North Fort subdivision and now are still owners of many said tracts therein and whereas the original protective covenants and all amendments thereto provide in Article 14 that while Declarant owns any lot within the subdivision, declaring shall [sic] the absolute right to amend these covenants, which amendment or amendment [sic] shall be binding upon all property owners within the subdivision.

All protective covenants for North Fort Subdivision Phase One through Eight are hereby amended to provide as follows:

All lot owners shall be members of the North Fort Home Owners [sic] Association, Incorporated, a North Carolina corporation created on July 13, 1999 and shall be subject to the articles of incorporation and bylaws of said association including but not limited to any assessments and rights therein.

SIGNATURES AND SEALS

NORTH FOR SUBDIVISION  
AMENDED PROTECTIVE COVENANTS

THIS DECLARATION made and entered into this the 18th day of November, 2003 by David Milton Flowers and Helen Jean Flowers, herein referred to as "Declarant";

WITNESSETH:

THAT WHEREAS Declarant were [sic] the original owners of all of the tracts of land in the North Fort subdivision and now are still owners of many said tracts therein and whereas the original protective covenants and all amendments thereto provide in Article 14 that while Declarant owns any lot within the subdivision, declaring shall [sic] the absolute right to amend these covenants, which amendment or amendment [sic] shall be binding upon all property owners within the subdivision.

All protective covenants for North Fort Subdivision Phase One through Eight are hereby amended to provide as follows:

Swimming Pool Regulations as shown on the attaché Exhibit "A" are adopted

SIGNATURES AND SEALS

EXHIBIT "A"

SWIMMING POOL COVENANTS FOR NORTH FORT DEVELOPMENT

[Original in all caps. Changed to caps and lower case for ease of reading.]

1. Any lot owner must have all plans for installing a swimming pool approved in advance by developer David M. Flowers. No work may begin before approval is received.
2. Pool contractor will be responsible for all accidents, etc. while pool is under construction. Pool contractor must present evidence of liability and workman's compensation insurance to developer before any work begins.
3. Safety fencing must be installed around construction site before any work begins. This fencing must remain up for the entire duration of pool installation until permanent fencing is installed.
4. Warning and no trespassing signs must be placed around entire project and remain displayed throughout the duration of the project.
5. All pools will be in-ground permanent pools of concrete or liner.
6. All pools must have a four foot minimum concrete or tile apron surrounding entire perimeter of pool.

7. Pools must have a permanent vinyl privacy fence and/or safety fencing as required by building code. Minimum fence height is four feet. Plans for fencing must be approved in advance by developer David M. Flowers.
8. Retaining walls will be brick or stone. All details for retaining walls must be approved in advance by developer David M. Flowers.
9. Any structure built to contain pool filter and pump equipment must be constructed of brick.
10. Any accessory building, bath house, etc. must be constructed of brick.
11. All excess soil from pool and pool site must be removed from site or graded on site if needed at the discretion of lot owner and developer.
12. Landscaping must be installed as soon as pool is finished. Landscaping includes leveling, raking and sowing grass on all disturbed soil.
13. All work must pass developer, county and state inspections.

[Another page added on, starting a new numbered list, having nothing to do with pools and never referenced in the original document]

**COVENANT AMMENDMENTS [sic] FOR NORTH FORT DEVELOPMENT.  
THESE COVENANTS SHALL APPLY TO ANY UNSOLD LOT.**

1. Restricted building team has been established by developer, David M. Flowers. Only builders on the restricted building team will be allowed to build homes in North Fort.
2. Minimum square footage for all unsold lots as of 10/01/03 and all future phases of North Fort will be 2000 square feet.
3. Construction must begin within twelve months of lot purchase and be complete within twenty-four months.
4. A penalty for \$300 Dollars per month for non-compliance will be assessed and paid to developer, David M. Flowers
5. All water wells and well systems must be covered either by a false rock or a well house constructed of brick.