

NORTH CAROLINA

PERQUIMANS COUNTY

**DECLARATION OF RESTRICTIVE COVENANTS
AND ROAD MAINTENANCE AGREEMENT**

NORTH LIGHT FARMS

North Light, Inc., owner of the subdivision situated in Perquimans County, North Carolina, known as **NORTH LIGHT FARMS**, hereby declares that the limitations and restrictions set forth herein shall be binding upon the properties described and delineated on that plat entitled in part “Boundary Survey of a Portion of the Property Described in D.B. 97, Pg. 778 & D.B. 121, Pg. 498 for North Light, Inc.” recorded in the Perquimans County Registry in Plat Cabinet 2, Slide 130, Map 2. North Light, Inc. is hereby designated as “**DECLARANT**.”

If any person subsequently acquiring title to or possession of any tract or tracts within said subdivision, or his or her heirs or assigns, shall violate any of the restrictions hereinafter set out, it shall be lawful for any person owning real property situated in said subdivision or for the Property Owners Association hereinafter named or Declarant to institute legal proceedings against the person or persons violating any of said restrictions, and either prevent him from so doing or recover damages for such violation or both. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

1. **Definitions.** The following definitions shall be applicable to this Declaration of Restrictive Covenants:
 - a. “Association” shall mean and refer to North Light Farms Property Owners Association, its successors and assigns, formed or to be formed by Declarant.
 - b. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any tract which is part of the Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.
 - c. “Properties” shall mean and refer to that certain real property hereinbefore described, and such

additions thereto "Additional Property" as may hereafter be brought within the jurisdiction of the Association or added by Supplemental Declaration of Restrictive Covenants.

d. "Tract" shall mean and refer to any plot of land shown upon the recorded subdivision map of the Properties as shown on plat recorded in Plat Cabinet 2, Slide 130, Map 2, Perquimans County Registry and as may be shown on subdivision plat(s) of Additional Properties to be recorded at a later date..

e. "Declarant" shall mean and refer to North Light, Inc., its successors and assigns, if such successors and assigns should acquire more than one undeveloped Tract from the Declarant for the purpose of development.

2. No tract shall be used except for residential purposes. No dwelling on any tract shall exceed two and one-half stories or (forty) 40 feet in height above the final grade. Garages, barns and workshops shall be permitted subject to covenant #12.

3. No building shall be located on any tract nearer than one hundred (100) feet to the front tract line, nor nearer than twenty-five (25) feet to any side street line, nor nearer than twenty-five (25) feet to an interior tract line, nor shall any dwelling be located nearer than twenty-five (25) feet to the rear tract line. Homes must face the front of the tract. Front tract is defined as that part of the tract which borders a road. Corner homes on tracts may face either road.

4. Declarant expressly reserves to itself, or its assigns, a twenty (20) foot easement (unless a greater width is noted on a recorded plat) along and adjacent to all side and rear lines as well as front lines of all tracts for the installation and/or maintenance of drainage and utility facilities, including but not limited to: electric cables, poles, wires, fixtures, circuitry, etc., for electric, telephone and other utility services and equestrian riding, non-motorized biking, walking, and jogging. This reservation specifically entitles Declarant or its assigns to enter on said easement in order to install, maintain and/or improve drainage and utility facilities or transmissions as well as pedestrian/biking paths.

5. All roadways within the subdivision shall be private and shall be a minimum of 50 feet in width as shown on the recorded plat. The Declarant and all owners and their guests, mortgagees, licensees and invitees shall have a nonexclusive easement for vehicular and pedestrian (as appropriate) ingress and egress, in common with one another, over said roadways and pedestrian/equestrian walkways or trails, and the Association shall have an easement of access over each tract for the maintenance, repair and replacement of said roadways, walkways and trails located on any such tract which are owned by the Association or which exist for the common benefit of all owners.

6. The maintenance, repair and replacement of all roadways, walkways, trails or other property owned by the Association or those which exist for the common benefit of all owners shall be the responsibility of, and at the cost and expense of the Association.

7. Declarant reserves the right and easement, if it sees fit and if it is inclined to do so, to install, operate and maintain gas, water and sewer mains and to install, operate and maintain telephone, electric lines and cable or community television lines and circuitry in, on, over and/or under all streets and roadways within North Light Farms, as shown on the recorded plat thereof, and to utilize said streets and roadways for such other reasonable uses as Declarant may see fit.

- 8.** All sewage produced by or emanating from any residence or structure shall be disposed of by a septic system approved by Perquimans County Health Department or the Regional Health Department and all owners shall comply with the laws of the State of North Carolina and Perquimans County as well as their administrative agencies, now or hereafter in effect with regard to sewage disposal, water supply and sanitation.
- 9.** No noxious or offensive activity of any character shall be carried on upon any of said tracts or any portion of North Light Farms, nor shall anything be done thereon which may reasonably be considered a nuisance. There shall be no hunting allowed upon any tract and all garbage and trash receptacles are to be emptied regularly and all trash, garbage or rubbish accumulation is to be adequately screened so as to preclude view of same.
- 10.** No tract in North Light Farms shall be further subdivided. However, Declarant reserves the right to divide large farms into smaller farms, so long as each new farm is at least 10 acres.
- 11.** No trailer in which one resides, modular home with steel structural members, single-wide home/trailer, double-wide home/trailer, shack, or temporary dwelling shall be permitted on any tract. Only system built homes which require a general contractor and a prepared foundation to be in place before delivery of the home shall be permitted in addition to on-site stick built homes.
- 12.** No residence, garage, barn or workshop shall be commenced, created or maintained on any tract, nor shall any addition to or material change or alteration thereto be made, nor any change in the present grades of said tracts be made, until plans and specifications therefore have been received and approved by Declarant which may unreasonably withhold its approval of the same. In the event Declarant fails to approve or disapprove said plans and specifications within thirty (30) days after the plans and specifications have been received by Declarant, approval will not be required and the related covenants shall be deemed to have been fully complied with so long as house size minimums are maintained. Where more than one dwelling is to be constructed according to the same, or substantially the same, plans (but on different tracts), Declarant must be furnished with the plans and specifications for each said dwelling, and no construction shall be commenced without the written approval of Declarant. The purpose of this paragraph is to ensure a desirable degree of variety in the dwellings constructed on each tract.
- 13.** Declarant and its designated representatives reserve the right to inspect any building while under construction to determine if the covenants and restrictions herein are being adhered to, and Declarant or its agents shall have the right to stop any construction which does not conform to approved plans and specifications.
- 14.** Animals for 4-H and Future Farmers of America (FFA) and similar organizations may be kept so long as they do not become nuisances to the community. Horses, cows, goats, sheep, ordinary household pets, emus, chickens, ostriches, and other exotic animals for non-commercial personal enjoyment and personal consumption are allowed and may be kept in numbers reasonable but within the discretion of Declarant and provided they are kept within suitable enclosures or fencing.
- 15.** No business shall be permitted or maintained on any tract within North Light Farms except those that, in the opinion and sole discretion of Declarant, will not detract from the rural and pastoral character of said tracts and North Light Farms subdivision in general. No firearms instruction or any business involving the

discharge of firearms will be allowed.

16. No residence shall be erected on any of said tracts having less than 1600 square feet of heated living space. The phrase, "heated living space," as used herein, shall be determined by exterior measurements, exclusive of actual garage space. One Guest/mother-in-law house is permitted per tract and must contain at least 1,000 square feet of heated living space. Only one main dwelling is permitted per tract. Construction on the main dwelling must begin before any other construction on a tract. Declarant reserves the right to approve early construction of in-law house or outbuilding so long as construction on primary residence commences within 12 months of said approval.

17. Any dwelling constructed on any tract in North Light Farms shall be brick, horizontal lap-board, or vinyl siding. Log homes shall be permitted. System built homes which require a general contractor and a prepared foundation in place prior to delivery of the home shall be permitted. Roof pitches for all dwellings and structures shall have a minimum pitch of 7/12 on all roof sections.

18. No sign of any kind shall be displayed to the public view on any tract except one sign of not more than six square feet advertising the property for sale or a sign no larger than one square foot which gives notice of the presence of a home security system.

19. Outside television antennas and satellite dishes may be erected.

20. Property Owners' Association

a. Owner has caused or will cause to be incorporated under the laws of the State of North Carolina, a non-profit corporation, the North Light Farms Property Owners' Association.

b. Membership. Every person or entity who purchases an equitable interest or undivided equitable interest in any original tract whether as land contract vendee or fee simple holder being subject to these Restrictive Covenants and to assessments by Property Owners' Association (hereinafter referred to as the "Association") shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

c. Maintenance Assessments. Each subsequent owner, by acceptance of a conveyance for a tract within the subdivision, whether or not it shall be expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges;

(2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with such interest thereon and costs of collection thereof shall also be the obligation of the person who was the owner of such property at the time when the assessment fell due. Specifically the assessments would be used to maintain the roadways, walkways and trails owned by the Association or which exist for the common benefit of all owners. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents

in the subdivision and in particular for the improvement and maintenance of property, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties and of the forms and structures situated upon the property, if any.

d. Basis and amount of annual assessments. The initial annual assessments shall be \$150 per tract designated as a single family dwelling tract. The Property Owners' Association will have the right to increase or decrease the annual assessment to reflect the actual cost for providing maintenance and other services. In addition, special assessments shall be governed by the Association By-Laws, which shall initially require the affirmative vote of two-thirds of all voting members. Annual dues, in addition to the aforementioned annual and special assessments, may be established and revised from time to time at the discretion of the Board of Directors of said Property Owners' Association.

e. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and a continuing lien upon the property in the subdivision held by the owner. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) percent per annum. The Association may bring an action at law and any such lien may be foreclosed by appropriate court action or in like manner as a mortgage on real estate under power of sale under Article 2(A) of Chapter 45 of the North Carolina General Statutes as amended. The liens provided for herein shall be subordinate to the lien of any mortgage, mortgages deed of trust or deeds of trust.

21. Unregistered, inoperative and junk vehicles are prohibited from remaining on any tract or any portion of North Light Farms for any period unless said vehicle(s) is continuously kept inside a garage or shed and all on-going repairs of any and all vehicles shall be conducted inside a garage or shed.

22. Dirtbike, Go''cart'', 4 Wheeler, 2 Wheeler or motorcross-like tracks, or any other tracks upon which motorized vehicles are intended to travel, are NOT permitted on any tract or any other portion of North Light Farms.

23. The dumping of motor oil, antifreeze/coolant or any other noxious, hazardous or potentially hazardous substance on any tract or any other portion of North Light Farms is prohibited.

24. All driveways must be constructed of either sand/shell material, crush and run material, gravel, concrete or new or recycled asphalt.

25. Upon conveyance of the 75% of the developed tracts in North Light Farm (including additional properties) from Declarant, any and all provisions stated herein which provide for the discretion or approval of Declarant shall be deemed modified to provide that such discretion and approval will convey and transfer to the Association.

26. Any tract upon which Declarant or anyone on its behalf, has constructed a column, marker, sign, entrance way, or other structure which pertains in any way to North Light Farms shall be subject to said structure's remaining on said tract and any subsequent owners of said tract shall, upon obtaining title, be responsible for the maintenance and care of said structure in order to maintain its original condition, or as close thereto as can reasonably be maintained, and shall maintain the area of land within a radius of twenty feet around said structure in a manner which does not, in the discretion of Declarant, detract from the

overall appearance of North Light Farms. The cost of maintenance of said structure and the said land around it shall be borne solely by the then owner of said tract.

27. Declarant has the right to make Additional Properties subject to this Declaration of Restrictive Covenants. Such additions shall be made by filing of record a Supplemental Declaration of Restrictive Covenants with respect to the additional property which shall extend the scheme of this Declaration to such property. Such Supplemental Declaration may contain such complementary additions and modifications of the Declaration of Restrictive Covenants as may be necessary to reflect the differing needs, if any, of the added properties. However, this reservation shall in no way be construed as a requirement on the part of the Declarant to make such Additional Properties subject to this Declaration.

28. During the time the Declarant owns any Tracts, the Declarant may make amendments to this Declaration to correct omissions or errors, which amendments shall not adversely modify substantial rights of any Owner without such Owner's written consent. All other amendments to this Declaration, unless otherwise specifically provided for herein, may be made only by the affirmative vote or written agreement signed by the Owners of not less than sixty-seven percent (67%) of all Tracts which are subject to this Declaration including those Tracts Owned by the Declarant. In addition, and notwithstanding the above, as long as Declarant is the owner of a tract in the subdivision, the written consent of the Declarant will be required for any amendment which adversely affects a substantial interest or right of the Declarant, which consent must not be withheld unreasonably.

Except in the case of a taking of all of the Tracts by Eminent domain, this Declaration may be terminated only by agreement of the Owners of at least eight percent (80%) of all Tracts which are subject to this Declaration including those Tracts owned by the Declarant. Termination shall take place in accordance with the laws of the State of North Carolina.

In voting for such amendment or termination, Owners shall have one (1) vote for each Tract owned. The Owners of every Tract shall receive written notice of every proposed amendment or termination at least thirty (30) days prior to the date or initial date set for voting on said proposed amendment or termination.

29. This Declaration shall be subject to, governed by and construed in accordance with the North Carolina Planned Community Act, Sections 47F-1-101, et seq, of the North Carolina General Statutes, as amended (the "Act"). To the extent any provision of this Declaration is determined to violate the Act, such provision shall be deemed to be modified to the extent necessary to comply with the Act. To the extent not expressly set forth herein, the Declarant reserves all special declarant rights (as defined in the Act) and all other rights of a Declarant provided in the Act. To the extent not expressly set forth herein, the Association shall have all other rights of an association under the Act and such duties as are required by the Act.

IN TESTIMONY WHEREOF, North Light, Inc. has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal affixed hereto, on the day and date shown on the first page hereof.

North Light, Inc.

By: _____ (Seal)

_____ President

STATE OF _____

_____ **COUNTY**

I, _____, Notary Public certify that _____ personally came before me this day and acknowledged that he is president of North Light, Inc., a corporation and that he as president, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal, this the ____ day of November, 2004.

Notary Public

My commission expires:
