

*For Amendment to restrictive covenants in
Book 1119 Page 46. This Feb. 9, 1989.*
Rhyllis N. Wall, Reg. of Deeds
By: Sandra P. Sullivan, Clerk

NORTH CAROLINA
JOHNSTON COUNTY

AMENDMENT TO RESTRICTIVE COVENANTS
OF NEUSE COLONY ORIGINALLY RECORDED
IN BOOK 1054, PAGE 639 OF JOHNSTON
COUNTY REGISTRY

BOOK 1079 PAGE 251

The undersigned, being lot owners of Neuse Colony Subdivision, having 36 lots and lying in Wilders Township, Johnston County, North Carolina and being more specifically described in a plat recorded in Plat Book 29, Page 77 of the Johnston County Registry, do hereby amend the restrictive covenants placed on said subdivision in Book 1054, Page 639 of the Johnston County Registry pursuant to Article V, Section 3 of said covenants.

The undersigned hereby declare that all of the lots in Neuse Colony Subdivision referred to above shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions previously recorded as hereby amended which are for the purpose of protecting the value and desirability of, 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, and shall inure to the benefit of each owner thereof.

AMENDMENTS:

1. Subparagraph (c) of Section 14 of Article IV is hereby stricken in its entirety from the covenants as the camera and VHS system have proven ineffective. Subparagraph (c) shall read: An access control security system has been added at the gate house; uniform mailboxes and lanterns will be maintained by the Association at each driveway.

2. Subparagraph (h) of Section 14 of Article IV is amended to read as follows: (h) 50 foot jogging trail easement along the riverfront across all riverfront lots and a 20 foot access easement to the jogging trails (both being limited to humans and pets) along the interior lot lines as shown on plat.

3. As to Section 1 of Article VI, the third (3rd) sentence shall be eliminated in its entirety so as not to require an outbuilding to be screened and the second sentence shall be amended to read as follows: No building shall be erected, altered, placed, or permitted to remain on any lot other than a single detached one-family dwelling except that each lot may also have in addition to the dwelling, detached or attached private garages or outbuildings approved by the Declarant or Architectural Control Committee.

4. The last sentence of Section 2 of Article VI shall be amended so as to read as follows: All foundations shall be veneered on the exterior with brick, stucco, or stone.

5. The first five (5) sentences of Section 7 of Article VI (ending with "plats") shall be amended to read as follows: No animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on any lot, with the exception of the following pets: (1) dogs; (2) cats; (3) birds; (4) other usual or

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BOOK 1119 PAGE 46

NORTH CAROLINA
JOHNSTON COUNTY

AMENDMENT TO FIRST RESTRICTIVE
COVENANTS OF NEUSE COLONY
ORIGINALLY RECORDED IN BOOK 1054,
PAGE 639 OF JOHNSTON COUNTY
REGISTRY; ALSO RECORDED IN BOOK
1079, PAGE 251 BY OTHER LOT OWNERS

The undersigned, being lot owners of Neuse Colony Subdivision, having 36 lots and lying in Wilders Township, Johnston County, North Carolina and being more specifically described in a plat recorded in Plat Book 29, Page 77 of the Johnston County Registry, do hereby amend the restrictive covenants placed on said subdivision in Book 1054, Page 639 of the Johnston County Registry pursuant to Article V, Section 3 of said covenants.

The undersigned hereby declare that all of the lots in Neuse Colony Subdivision referred to above shall be held, sold, and conveyed subject to the easements, restrictions, covenants and conditions previously recorded as hereby amended which are for the purpose of protecting the value and desirability of, 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, and shall inure to the benefit of each owner thereof.

AMENDMENTS:

1. Subparagraph (c) of Section 14 of Article IV is hereby stricken in its entirety from the covenants as the camera and VHS system have proven ineffective. Subparagraph (c) shall read: An access control security system has been added at the gate house; uniform mailboxes and lanterns will be maintained by the Association at each driveway.

2. Subparagraph (h) of Section 14 of Article IV is amended to read as follows: (h) 50 foot jogging trail easement along the riverfront across all riverfront lots and a 20 foot access easement to the jogging trails (both being limited to humans and pets) along the interior lot lines as shown on plat.

3. As to Section 1 of Article VI, the third (3rd) sentence shall be eliminated in its entirety so as not to require an outbuilding to be screened and the second (2nd) sentence shall be amended to read as follows: No building shall be erected, altered, placed or permitted to remain on any lot other than a single detached one-family dwelling except that each lot may also have in addition to the dwelling, detached or attached private garages or outbuildings approved by the Declarant or Architectural Control Committee.

4. The last sentence of Section 2 of Article VI shall be amended so as to read as follows: All foundations shall be veneered on the exterior with brick, stucco or stone.

5. The first five (5) sentences of Section 7 of Article VI (ending with "plat") shall be amended to read as follows: No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any lot, with the exception of the following pets: (1) dogs; (2) cats; (3) birds;

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(4) other usual or common household pets. The Declarant will annex a lot for an additional common area with its use to be determined later.

IN TESTIMONY WHEREOF, the undersigned have set their hands and seals this the 57 day of Sept. 1988.

Ruth E. Simpson
LOT 2

by Ruth E. Simpson, Attorney in fact
Paul W. Simpson
LOT 2 - PAUL W. SIMPSON by his Attorney
in fact, Ruth E. Simpson

A. D. W. Mearns
LOT 13

LOT 13

Paula Simpson
LOT 16

Mark Lu
LOT 16

Eloise P. Favre
LOT 21

Joseph E. Favre
LOT 21

[Signature]
LOT 24

[Signature]
LOT 24

John Daniel Rice
LOT 25

[Signature]
LOT 26

Sue Ellen Storie
LOT 26

[Signature]
LOT 27

Lou Ann Upchurch
LOT 27

[Signature]
LOT 28

Sue Ellen Storie
LOT 28

NORTH CAROLINA
JOHNSTON COUNTY

I, a Notary Public of the County and State aforesaid, certify that Ruth E. Simpson personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 23rd day of Sept., 1988

Florence R. Lockaday
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-21-91

NORTH CAROLINA
JOHNSTON COUNTY

I, a Notary Public of the County and State aforesaid, certify that JOAN O'DONNELL PRICE personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 5 day of Oct., 1988.

Ursula J. Bready
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3-19-88

NORTH CAROLINA
JOHNSTON COUNTY

I, a Notary Public of the County and State aforesaid, certify that Larry Patterson & Frances Patterson personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 8th day of October, 1988

Florence R. Lockaday
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-21-91

NORTH CAROLINA
JOHNSTON COUNTY

I, a Notary Public of the County and State aforesaid, certify that Sue Ellen Storie personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 26th day of October, 1988

Mary K. Hairr
NOTARY PUBLIC

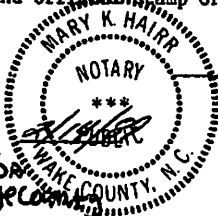
WAKE COUNTY, N.C.

MY COMMISSION EXPIRES: 2/14/89

NORTH CAROLINA
JOHNSTON COUNTY
~~WAKE~~

I, a Notary Public of the County and State aforesaid, certify that Tina W. Haskins & Son Wm Haskins, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 26th day of March, 1988



Mary K. Hair
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/1/89

~~NORTH CAROLINA~~ FLORIDA
~~JOHNSTON COUNTY~~ ORANGE COUNTY

I, a Notary Public of the County and State aforesaid, certify that ELSIE P. FAURE AND JOSEPH E FAURE, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 21st day of November, 1988

Jackie M. Jettis
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR. 30, 1990
CONCEDED UNDER GENERAL INS. UND. 1

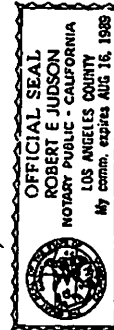
MY COMMISSION EXPIRES: _____

NORTH CAROLINA
JOHNSTON COUNTY

I, a Notary Public of the County and State aforesaid, certify that BRENDA ANDERSON, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 1st day of December, 1988

Robert E. Julian
NOTARY PUBLIC



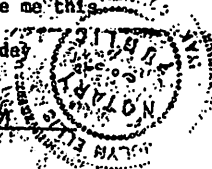
MY COMMISSION EXPIRES: AUG 16, 1989

NORTH CAROLINA
JOHNSTON COUNTY
~~WAKE~~

I, a Notary Public of the County and State aforesaid, certify that Mark Levin, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 1st day of December, 1988

John E. [Signature]
NOTARY PUBLIC



MY COMMISSION EXPIRES: 6-23-92

BOOK 1119 PAGE 50

NORTH CAROLINA
JOHNSTON COUNTY

I, a Notary Public of the County and State aforesaid, certify that W. Dale Massercill personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 3rd day

of Jan 1989.

Lawrence D. Hockaday
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-21-91

NORTH CAROLINA
JOHNSTON COUNTY

I, a Notary Public of the county and state aforesaid certify that RUTH E. SIMPSON acting as Attorney-in-Fact for PAUL W. SIMPSON appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 28th day of September, 1988.

My Commission Expires: 3-19-92

Theresa J. Beasley
NOTARY PUBLIC

NORTH CAROLINA
JOHNSTON COUNTY

I, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the ____ day of _____, 19__.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NORTH CAROLINA
JOHNSTON COUNTY

I, a Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

of _____

NORTH CAROLINA — JOHNSTON COUNTY

The foregoing certificate/s of _____

Notary Public/Notaries Public is/are certified to be correct.

Filed for registration and recorded in this office in Book 1119 Page 46

This 3 day of Feb, 1989 at 1:45 o'clock P M.

Phyllis N. Wall

By Joan Brumcom

MY CO

Register of Deeds

Deputy Register of Deeds

NORTH CAROLINA

AMENDMENT TO RESTRICTIVE COVENANTS

JOHNSTON COUNTY

This Amendment to Restrictive Covenants is made this ____ day of _____, 2017, and consented to by the undersigned lot owners of Neuse Colony Subdivision, hereinafter referred to as "Consenting Owners";

WITNESSETH:

WHEREAS, Neuse Colony Subdivision was originally constituted as lots 1-36 of Neuse Colony as surveyed by a plat prepared by Dennis R. Blackman, Registered Land Surveyor, according to plat recorded in Plat Book 29, Page 77, of the Johnston County Registry; and

WHEREAS, certain Restrictive Covenants for Neuse Colony Subdivision ("the Original Restrictive Covenants") were duly adopted and recorded in Book 1054, Page 639, of the Johnston County Registry; and

WHEREAS, additional residential property and common area were annexed to the original Neuse Colony Subdivision development through the addition of later Phases of Neuse Colony Subdivision and now total 114 lots; and

WHEREAS, all 114 lots, including original lots 1-36 as well as all later Phases of the Neuse Colony Subdivision development are subject to the Original Restrictive Covenants recorded in Book 1054, Page 639, as well as all Amendments thereto subsequently recorded in the Johnston County Registry; and

WHEREAS, the General Provisions contained in Article V of the Neuse Colony Subdivision Restrictive Covenants allows for amendment of such covenants by an instrument signed by not less than sixty six and two thirds percent (66 2/3%) of the lot Owners of Neuse Colony Subdivision; and must be recorded; and

WHEREAS, the undersigned Consenting Owners desire and consent to amend the Restrictive Covenants applicable to the Neuse Colony Subdivision as set forth below effective upon recordation of this Amendment of Restrictive Covenants.

NOW, THEREFORE, the undersigned Consenting Owners do hereby amend the Original Restrictive Covenants for Neuse Colony Subdivision recorded in Book 1054, Page 639, Johnston

County Registry, as well as all subsequent Amendments of such Original Restrictive Covenants as follows:

A. By amending the Original and Amended Restrictive Covenants for Neuse Colony Subdivision to add as an additional Use Restriction contained in Article VI of such Restrictive Covenants as follows:

19. Any and all Utilities, including, but not limited to, electrical service, communication service, cable service, (Satellite Dishes and Antennas as contemplated and allowed by Article VI, Section 11 of the Original Restrictive Covenants do not constitute "communication service" nor "cable service" for purpose of this restriction), gas service (LP/Propane gas tanks, properly approved by the Neuse Colony Architectural Review Committee, shall not constitute "gas service" for purposes of this restriction), water service, and sewer service, installed upon any lot within the Neuse Colony Subdivision shall henceforth be required to be installed underground.

Except as expressly provided herein, the Restrictive Covenants for Neuse Colony Subdivision, recorded at Book 1054, Page 639, Johnston County Registry, and as amended and/or supplemented as shown in the Johnston County Registry, all Original and Amended Restrictive Covenants for Neuse Colony Subdivision shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Consenting Owners have caused this instrument to be signed and sealed as follows and effective upon recordation:

(SIGNATURE PAGES OF CONSENTING OWNERS FOLLOW)

NORTH CAROLINA

AMENDMENT TO RESTRICTIVE COVENANTS

JOHNSTON COUNTY

This Amendment to Restrictive Covenants is made this ____ day of _____, 2017, and consented to by the undersigned lot owners of Neuse Colony Subdivision, hereinafter referred to as "Consenting Owners";

W I T N E S S E T H:

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WHEREAS, certain Restrictive Covenants for Neuse Colony Subdivision ("the Original Restrictive Covenants") were duly adopted and recorded in Book 1054, Page 639, of the Johnston County Registry; and

WHEREAS, additional residential property and common area were annexed to the original Neuse Colony Subdivision development through the addition of later Phases of Neuse Colony Subdivision and now total 114 lots; and

WHEREAS, all 114 lots, including original lots 1-36 as well as all later Phases of the Neuse Colony Subdivision development are subject to the Original Restrictive Covenants recorded in Book 1054, Page 639, as well as all Amendments thereto subsequently recorded in the Johnston County Registry; and

WHEREAS, the General Provisions contained in Article V of the Neuse Colony Subdivision Restrictive Covenants allows for amendment of such covenants by an instrument signed by not less than sixty six and two thirds percent (66 2/3%) of the lot Owners of Neuse Colony Subdivision; and must be recorded; and

WHEREAS, the undersigned Consenting Owners desire and consent to amend the Restrictive Covenants applicable to the Neuse Colony Subdivision as set forth below effective upon recordation of this Amendment of Restrictive Covenants.

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County Registry, as well as all subsequent Amendments of such Original Restrictive Covenants as follows:

A. By amending the Original and Amended Restrictive Covenants for Neuse Colony Subdivision to add as an additional Use Restriction contained in Article VI of such Restrictive Covenants as follows:

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IN TESTIMONY WHEREOF, the Consenting Owners have caused this instrument to be signed and sealed as follows and effective upon recordation:

(SIGNATURE PAGES OF CONSENTING OWNERS FOLLOW)