

JAN. 1, 2000

STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

This Declaration by River Hills Homeowners Association (RHHA) a corporation of the State of North Carolina, pursuant to Article XIII of the original declaration dated the 13<sup>th</sup> day of January 1982, revises those covenants to be effective January 1, 2000.

WITNESSETH

THAT WHEREAS RHHA is desirous of subjecting the real property described in Article I to the protective covenants hereinafter set forth each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to bind the successors in interest and any owner thereof.

NOW THEREFORE, the RHHA hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

ARTICLE I

The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective covenants set forth in the various articles of this declaration is located in the Chocowinity Township, County of Beaufort, State of North Carolina, and is more particularly described as follows:

All of lots 1 through 39, River Hills, as the same is shown on that map prepared by Herbert J. Nobles, Jr., Registered Land Surveyor, Dated November 6, 1981, and said map is of record in Plat Cabinet B, Slide 359, Beaufort County Registry, and further reference is hereby made to said map for a more complete and

accurate description of this property.

## ARTICLE II

The real property described in Article I hereof (Hereinafter called Lot or Lots as applicable) is subjected to the protective covenants and restrictions hereby declared in order to provide enforceable standards for improvements and development whereby aesthetics, living conditions and property values may be enhanced.

## ARTICLE III

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or be permitted to remain on any Lot other than one detached single family dwelling with or without a basement plus not more than two and one-half stories and an attached private garage, for the use only of the occupants of said dwelling.

## ARTICLE IV

No trade, commerce or other activity which may be considered a nuisance to the neighborhood shall be carried on upon any Lot. No trade materials or inventories may be stored upon any Lot and no tractor-trailer type trucks, house trailer (other than camping trailers) or mobile home may be stored or regularly parked on any Lot. No sign or billboard of any kind shall be erected or allowed to remain on any Lot other than a "For Sale" or "For Rent" sign. Parking of vehicles, boats, trailers, campers, etc... on Hill Creek Road right of way is not allowed except on a temporary basis with temporary defined as no more than one (1) week.

## ARTICLE V

No Lot or Lots shall be subdivided except to enlarge an adjoining Lot but any Lot so enlarged cannot be improved with more than one (1) single family dwelling.

**ARTICLE VI**

No single story residential structure which has an area of less than 1,200 square feet exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any Lot, and no story and one-half, two story or two and one-half story residential structure which has a ground floor area of less than 800 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any Lot.

No structure of temporary character, trailer mobile home, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. No metal building may be used as a residence or garage on any Lot or Lots.

Piers and bulkheads may be constructed on the property or adjacent thereto provided that prior to construction written approval has been obtained from the appropriate Federal, State, County, and Local authorities.

**ARTICLE VII**

- (1) On Lots One (1) through Nineteen (19) as shown on the map referred to in Article I, no structure of any kind may be built within ten (10) feet from either lot sideline, or within fifty (50) feet of the road and no nearer than fifty (50) feet south of the property marker as established on the bank of the Pamlico River. The property marker referred to is identified on the map referenced in Article I by the Symbol: O
- (2) On Lots Twenty (20) through Thirty-Nine (39) as shown on the map referred to in Article I, no structure of any kind may be build within ten (10) feet from

either Lot sideline, or within fifty (50) feet of the road, or within fifty (50) feet of the back of the Lot.

#### ARTICLE VIII

- (1) On Lots One (1) through Nineteen (19) as shown on the map referred to in Article I, no fence, wall, hedge or mass planting shall be permitted between the home and the water.
- (2) On Lots Twenty (20) through Thirty-Nine (39) as shown on the map referred to in Article I, no fence, wall, hedge or mass planting shall be permitted between the home and Hill Creek Road.

#### ARTICLE IX

All electrical and telephone services from distribution system to residence shall be underground with the cost for each underground service being shared by Lot owner and utility company in conformity with existing utility company's policy, and no overhead wiring insofar as electrical, telephone and other wire using utility services are concerned shall be permitted on any Lot.

Easements for installation and maintenance of utilities and drainage facilities are reserved measuring five (5) feet in width over side Lot lines and ten (10) feet in width along the road of each building Lot.

#### ARTICLE X

At the time of this Declaration, the property described herein is composed principally of wooded Lots. It is the intention and desire of the Declarant that the Lots remain wooded insofar as is practicable while at the same time allowing the development of the property. Therefore, only under the terms and conditions hereinafter set forth can

certain trees located on a Lot be cut and removed. Prior to any trees being cut, the provisions of Article XI as hereinafter set forth must be complied with. The remaining terms and conditions for the cutting and removal of trees are as follows:

- a. All trees within the area of actual construction of a dwelling or buildings approved under these regulations can be cut and removed.
- b. All trees less than eight (8) inches in diameter can be cut and removed.
- c. After complying with the provisions of paragraph a and paragraph b as set forth in Article X above, one-half of the remaining trees eight (8) inches and above in diameter at ground level can be cut and removed.
- d. Any tree or trees endangering a dwelling or other buildings located on the property can be cut and removed.
- e. Other trees can be cut and removed when approved by the River Hills Homeowner's Association.

#### ARTICLE XI

No building, fencing, wall, or any other structure, shall be erected, placed, or altered on any Lot or Lots until a plot plan showing the location of such structure has been approved in writing as to location of the structure with respect to trees, topography and finished ground elevation by an architectural committee (hereinafter call ARCHITECTURAL COMMITTEE) composed of three persons designated and appointed by the President of the Association and the President shall be a permanent member of such committee. A majority of the ARCHITECTURAL COMMITTEE may designate a representative to act for it. In the event said committee fails to approve or disapprove such location within thirty days after said plot plan has been submitted to it,

such approval will not be required and this covenant will be deemed to have been fully complied with. In the event that a disapproved plot plan is executed or construction is commenced upon a Lot without a plot plan ever having been submitted to ARCHITECTURAL COMMITTEE and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the heretofore Lots described shall have the power through a duly recorded written instrument to change the membership of said committee or to withdraw from said committee or restore to the ARCHITECTURAL COMMITTEE any of its duties and powers.

#### ARTICLE XII

GENERAL RESTRICTIONS: THE FOLLOWING RESTRICITONS APPLY TO ALL LOTS AS THEY ARE SHOWN ON THE MAP HERETOFORE REFERRED TO:

1. Easement. All Lots shown on the aforesaid plat shall be subject to an easement for access, ingress, and egress in favor of the owners of the property on Hill Creek Road as shown on the map referred to in Article I and in favor of their invites.
2. Assessments. Every Lot described above shall be subject to assessment for maintenance of the Private Road as shown on the plat. Each Lot owner is assessed an annual fee due and payable January 1 of each year. Said amounts

shall be deposited into a common fund account to be know as River Hills Maintenance Fund. Annual maintenance assessments may be increased by the Board of Directors, but not more than 5% in any one (1) year. The annual assessment may be waived only by unanimous vote of the Lot owners. Said Fund may be used only for road maintenance and facilities expenses approved by majority vote, as hereinafter defined.

The River Hills Maintenance Fund shall be owned jointly by all of the Lot owners of the property heretofore described and shall be used only for

- a. road maintenance expenses,
- b. common property maintenance and
- c. administration costs for enforcement thereof and shall not be subject to partition by any individual Lot owner.

There shall be created, for the purpose of holding and administering such funds, River Hills Homeowner's Association, which shall have the power to file with the Register of Deeds of Beaufort County a Notice of Assessment Lien against any Lot for which the annual maintenance assessment has not been paid by March 1<sup>st</sup> of any year, and such lien shall continue until the assessment is paid.

The River Hills Homeowner's Association shall be comprised of all Lot owners. All decisions shall be made by majority vote at a duly constituted meeting of Lot owners at which a quorum is present in person or by proxy of the Lot owners held after reasonable notice to all such Lot owners. Voting rights are on the basis of one (1) vote per

Lot. The Association shall organize, elect officers, and operate freely within the restrictions herein contained.

When 75% of the Lots as shown on the plat have been sold, the River Hills Homeowner's Association does hereby agree it will take over the maintenance of the road as shown on the plat referred to in Article I.

The River Hills Homeowner's Association will be deeded the roads as shown on the plat and it agrees to accept the deed and ownership of said roads when 75% of the Lots have been sold; however, the deed to

said roads will be subject to a reservation in favor of Weyerhaeuser

Real Estate Company, its successors and assigns, whereby a permanent

and perpetual easement over and upon said roads is reserved for such

uses or purposes as Weyerhaeuser Real Estate Company, its successors

and assigns, may deem appropriate under the circumstances.

3. Driveway Connections.

- a. All driveway connections to the access road shall be at least 16 feet in width and shall contain an 18 inch metal or concrete culvert for the width of the driveway connections.
- b. Any damage caused by driveway connections to the private road shown on the plat, or to the ditches or shoulders of the road, or to the flow of drainage water along said road, shall be repaired at the expense of the owners connecting such driveways.

**ARTICLE XIII**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the Lots described in Article I hereof it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning Lots described in Article I hereof to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent it, her, him, or them from so doing or to recover damages of other dues for such violation.

**ARTICLE XIV**

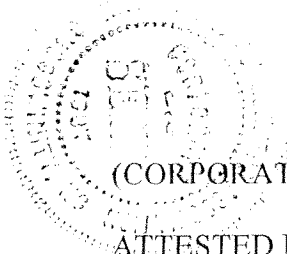
Invalidation of any one of these covenants or any part thereof by judgements or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN TESTIMONY WHEREOF, River Hills Homeowner's Association has caused these presents to be signed in its name by its President, attested by its Secretary, with its corporate seal hereunto affixed, all by authority of its Board of Directors duly given, this

18 day of November, 1999.

River Hills Homeowner's Association

By: [Signature]  
President



(CORPORATE SEAL)

ATTESTED BY:

[Signature]  
Secretary

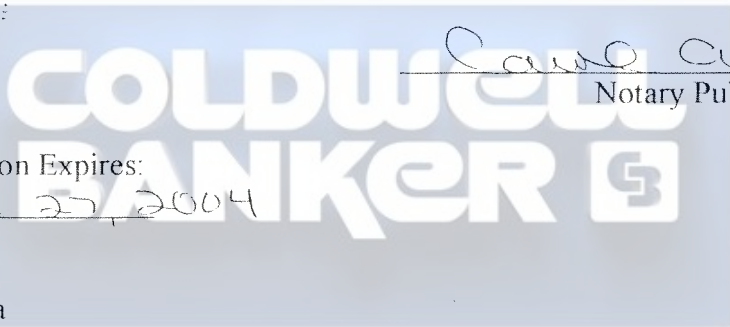
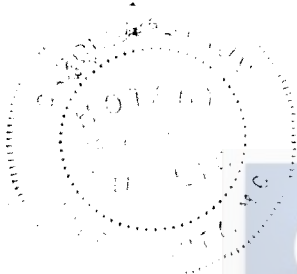


STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

COASTAL RIVERS  
REALTY

This is to certify that before me personally came Steven Craig Lockhart President, who, being by me duly sworn, says that Donald R Lanning is the Secretary of River Hills Homeowner's Association, the corporation described in and which executed the foregoing instruments; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said President, and that said President and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal, this 18 day of November, 1999



Carol A. Byrum  
Notary Public

My Commission Expires:  
Sept. 27, 2004

North Carolina  
Beaufort County

The foregoing Certificate of Carol A. Byrum  
Notary Public is certified to be correct. This instrument was presented for registration and recorded. This office at Book 1154, Page 200  
This 3rd day of December, 1999, at  
3:14 o'clock P.M.

By: [Signature]  
Deputy Register of Deeds

Ref: RHHACOVENANT

*Best of luck  
P.O. Box 1137  
Hoco NC 27817*