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Fee Amt: \$41.00 Page 1 of 10  
Onslow County, NC  
Mildred M Thomas Register of Deeds

BK **2476** PG **879-888**

NORTH CAROLINA  
ONSWLOW COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 10th day of June, 2005, by MABR COMPANY, INC, A North Carolina Corporation, hereinafter called "Declarant".

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the owners of the real property described in Paragraph I of this Declaration and desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is 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 and bind the successors in interest and any owner thereof.

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

1. DESCRIPTION OF REAL PROPERTY: The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the articles of this Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

SEE ATTACHED EXHIBIT " A "

2. USES: No lot, lots or portions thereof shall be put to any use other than for residential purposes, except that any lot may be used by the Declarant for a street or roadway.

3. LAND USE AND BUILDING TYPE: No building shall be used except for "single family residential purposes". "Single family residential purposes" is defined as a family unit related by blood or marriage as is customary in the area. A single family may consist of a single individual but shall not consist of units made up of a number of unrelated by blood or marriage individuals whether adults or minors under the care of others wherein there is provided family care for usually two or more unrelated persons. A single family residential unit shall not be used nor shall residential purposes as herein set out be defined as covering the following types of uses: fraternities, sororities, family care homes, boarding homes, or any type residence in which a person or persons' care is paid for by himself or herself or others. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling not to exceed height limitations set by the Onslow County Planning Department. A private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. All construction shall be custom type construction built on the lot and no old building constructed elsewhere shall be moved on to the lot for residential or any other purpose. No mobile homes, double wides or pre-manufactured homes

or any unit requiring a Division of Motor Vehicles Certificate of Title shall be placed or constructed on any numbered lot in the subdivision hereinabove described. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes. Construction of gazebos behind dwellings and on piers or docks shall be permitted provided that the walls of such gazebos shall not be constructed of solid or opaque material; the size of gazebos shall not exceed 150 square feet of roof area, screens, lattice and glass shall be permitted.

4. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee shall be composed of three (3) members who shall be appointed by the Declarant. At least thirty (30) days prior to the anticipated commencement of any landscaping, land clearing or construction of any structure or improvement on any Lot, the owner of such Lot (or his duly appointed agent) shall submit to the Chairman of the Architectural Control Committee a survey of the Lot, showing each Lot corner. There shall further be shown on said survey the proposed location of all proposed and existing structures or improvements, including driveways, patios, decks and walkways, and septic tanks, including drain fields. There shall further be provided to the Architectural Control Committee sufficient building elevations and other site plans, including a statement of exterior building materials and proposed exterior colors, to allow the Architectural Control Committee to appropriately and accurately evaluate what is proposed for construction on the Lot. The survey site plan and building elevations shall be prepared in a professional manner and to scale. There shall be submitted two (2) copies of all information required to be submitted.

Within thirty (30) days after receipt of all required information, the Architectural Control Committee shall submit in writing to the owner of the Lot whether or not the requested improvements are approved. Unless a response is given by the Architectural Control Committee within thirty (30) days, the plan shall be deemed approved. The response of the Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate, and the thirty (30) day time for response shall only commence upon receipt of the requested additional information. If approval with conditions is granted, and construction then begins, the construction shall be deemed agreement by the owner of the Lot of the conditions imposed.

The Architectural Control Committee shall approve the plans as submitted, if all required information is submitted, and the following affirmative findings are made by the Architectural Control Committee:

(a) that the improvements sought to be constructed will not have negative economic impact on any other Lot within the Subdivision;

(b) that all required specific building standards and other conditions contained within the Restrictive Covenants and other applicable legal documents have been complied with;

(c) that the improvements are architecturally compatible with proposed or constructed improvements on other Lots within the Subdivision; and,

(d) the natural features of the Lot have been retained to the maximum extent feasible.

Any owner of any Lot disagreeing with the findings of the Architectural Control Committee may appeal the decision to the Board of Directors of the Association by giving written notice of appeal to the President of the Association within fifteen (15) days following receipt of notice of denial. The Board of Directors of the Association shall then review the plans, giving the Chairman of the Architectural Control Committee the opportunity to present to the Board of Directors of the Association specific reasons why the plans were denied, in the presence of the owner of the Lot or his agent, and the owner of the Lot or his agent may present information challenging the findings of the Architectural Control Committee. The decision of the Architectural Control Committee shall only be overridden by unanimous vote of the Board of Directors of the Association.

All notices required to be given herein shall be given in writing, hand-delivered or mailed postage prepaid, return receipt requested, and the Architectural Control Committee shall be obligated to specify the particular grounds upon which denial of any application is founded. One set of plans, denoted as approved (or approved with specified conditions) shall be retained by the Architectural Control Committee and the other shall be returned to the applicant.

5. NATIVE GROWTH: The native growth of such premises shall not be permitted to be destroyed or removed except as necessary to erect structures, to construct driveways and other graveled areas, and a reasonable area surrounding the buildings. The Developer, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so.

6. STREET LIGHTING AGREEMENT: The developer reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

7. DWELLING QUALITY AND SIZE: The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1900 square feet of heated area.

8. BUILDING LOCATION: Subject to Storm Water Management Restrictions contained in Section 21, infra, no building shall be located on any numbered lot nearer to the front line or side street line than the minimum building line shown on the recorded plat. No residential building shall be located on any numbered lot nearer than 35 feet from the front lot line, and no building shall be located nearer than 20 feet from the rear lot line nor nearer than 10 feet from the side lot lines. For the purpose of this covenant, eaves, steps, open porches and carports shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 10 percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

9. SUBDIVISION: No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however, that the Declarant, its successors or assigns, reserves the right to make minor boundary line adjustments between lots so long as said adjustment does not exceed 10% of the total area of a given lot.

10. NUISANCES: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a lot. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. The Declarant or Association, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant or Association my contract for, and assess to owner, any maintenance necessary to enforce this covenant.

11. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 10 feet of each lot. 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, or which may obstruct or retard 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.

The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes, fencing and other equipment necessary to or useful for furnishing electric power, gas, telephone services, drainage, or other utilities including water and sewer services.

12. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Goats, cows, chickens, swine, horses and ponies shall not be considered household pets.

13. SATELLITE RECEPTION AND FUEL TANKS: All satellite dishes and similar apparatus shall be located indoors so as not to be visible. Mini satellite dishes 24 inches and under and attached to the house are exempt from this article. All fuel tanks and gas bottles shall be located so as not to be visible from the streets or from neighboring lots.

14. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

EXHIBIT "A"

BEING all of Lot numbers 1- 43, inclusive, as shown on final plat of River Bluff Phase I prepared by Charles F. Riggs and Associates dated 6<sup>th</sup> day of June, 2005 and recorded in Map Book 48, Page 193, Slide L-181, Onslow County Registry.

15. FENCES: No fence shall be erected between the front building line and the street right of way line except decorative fences such as split-rail or picket not in excess of four feet in height. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of six feet in height. Where corner lots occur with adjacent lots sharing the same right of way line, no fence in excess of four feet in height shall be constructed along the right of way of the corner lots or nearer the right of way than the front building line of the adjacent lots.

16. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Garbage cans shall not be permitted to remain in the front yard except for normal garbage pick up.

17. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street line, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, manufactured home, modular home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, motor home, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed to remain on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

19. 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 (25) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten 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.

20. BUILDING CONSTRUCTION: All structures built on any lot shall comply with all rules and regulations of Onslow County and the Coastal Area Management Act and the North Carolina Storm Water Management Permit. All houses under construction must be completed and ready for occupancy within 15 months from the date construction begins.

21. STORM WATER MANAGEMENT REQUIREMENTS:

a. The allowable built upon area per lot are as follows:

LOT	ALLOWABLE IMPERVIOUS SURFACE
LOT 1 -	8,500 Sq.Ft.
LOT 2 -	8,500 Sq.Ft.
LOT 3 -	8,500 Sq.Ft.
LOT 4 -	8,500 Sq.Ft.
LOT 5 -	8,500 Sq.Ft.
LOT 6 -	12,368 Sq.Ft.
LOT 7 -	12,368 Sq.Ft.
LOT 8 -	8,500 Sq.Ft.
LOT 9 -	8,500 Sq.Ft.
LOT 10 -	8,500 Sq.Ft.
LOT 11 -	8,500 Sq.Ft.
LOT 12 -	8,500 Sq.Ft.
LOT 13 -	8,500 Sq.Ft.
LOT 14 -	8,500 Sq.Ft.
LOT 15 -	8,500 Sq.Ft.
LOT 16 -	8,500 Sq.Ft.
LOT 17 -	18,552 Sq.Ft.
LOT 18 -	18,552 Sq.Ft.
LOT 19 -	8,500 Sq.Ft.
LOT 20 -	8,500 Sq.Ft.
LOT 21 -	8,500 Sq.Ft.
LOT 22 -	8,500 Sq.Ft.
LOT 23 -	8,500 Sq.Ft.
LOT 24 -	8,500 Sq.Ft.
LOT 25 -	8,500 Sq.Ft.
LOT 26 -	8,500 Sq.Ft.
LOT 27 -	8,500 Sq.Ft.
LOT 28 -	8,500 Sq.Ft.
LOT 29 -	8,500 Sq.Ft.
LOT 30 -	8,500 Sq.Ft.
LOT 31 -	8,500 Sq.Ft.
LOT 32 -	8,500 Sq.Ft.
LOT 33 -	8,500 Sq.Ft.
LOT 34 -	8,500 Sq.Ft.
LOT 35 -	8,500 Sq.Ft.
LOT 36 -	8,500 Sq.Ft.
LOT 37 -	12,368 Sq.Ft.
LOT 38 -	12,368 Sq.Ft.
LOT 39 -	12,368 Sq.Ft.
LOT 40 -	12,368 Sq.Ft.
LOT 41 -	12,368 Sq.Ft.
LOT 42 -	8,500 Sq.Ft.
LOT 43 -	8,500 Sq.Ft.

b. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 040410, as issued by the Division of Water Quality under NCAC 2H.1000

c. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.

d. These covenants are to run with the land and be binding on all persons and parties claiming under them.

e. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

f. Alternation of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.

g. The maximum built-upon area per lot is as shown in Attachment A. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

h. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.

i. Lots within CAMA's Area of Environment Concern may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.

j. Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.

k. All roof drains shall terminate at least 30' from the mean high water mark.

22. ENFORCEMENT OF RESTRICTIONS: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the undersigned, its successors and assigns, the State of North Carolina and the owners of the numbered lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction, or condition contained herein, 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 not bar or affect its enforcement.

23. RIVER BLUFF HOMEOWNERS ASSOCIATION: All purchasers of lots in River Bluff Subdivision as described herein shall, and by their acceptance of Deeds conveying such lots do, for themselves, their heirs, successors and assigns, agree to become members of the River Bluff Homeowners Association.

24. 1. RESPONSIBILITY OF ASSOCIATION:

(a) River Bluff Homeowners Association shall assume responsibility for the maintenance of the streets until the same are taken over for maintenance by the NC Department of Transportation and shall maintain the walkway in the subdivision and provide for the maintenance of the drainage easements.



(b) The Homeowners Association shall assume responsibility for all improvements and maintenance of, including but not limited to, any boat landing or park area, all common areas as shown on said recorded plat, all entrance signs and fences, and all septic tank lots located away from the primary lots; it being specifically understood and agreed that Developer shall not be responsible for improvement or maintenance of said areas.

2. ASSESSMENTS:

(a) Each member of the Homeowners Association as described herein, by acceptance of the Deed to each lot, whether or not it shall be expressed in such Deed, is deemed to and does hereby, covenant and agree, on behalf of himself, his heirs, successors and assigns, to pay assessments to the Homeowners Association for the expenses incurred. The initial assessment for the River Bluff Homeowners Association shall be Two Hundred Fifty Dollars (\$250.00) per year for each lot. Such assessment shall be used solely for the improvement maintenance of the items described in Section 24, sub-sections (a) and (b).

(b) The assessments required hereby shall be due and payable on the 1st day of July following the conveyance of the lot from the Developer to the initial purchaser and shall be paid each July 1st thereafter to Declarant as Trustee for the Homeowners Association until such time as 24 lots have been sold; thereafter, said assessment shall be paid to the secretary of the Association.

25. LIEN OF ASSESSMENT: The assessments called for hereinabove, together with interest and costs of collection, including court costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9.0%) per annum. The designated officer of the Association or the Association may bring an action at law against the owner or owners personally obligated to pay the same or may foreclose the lien against the property, and the officer of the Association or the Association is hereby granted a power of sale to conduct said foreclosure; any interest, costs and reasonable attorney fees arising out of the action of foreclosure shall be added to the amount of such assessment. Such foreclosure shall be conducted under the procedure prescribed by statute in North Carolina for sale under a power of sale.

26. The members of the Association on the second Monday in July of each calendar year shall elect a President and a Secretary/Treasurer, by a majority vote of those present and constituting a quorum, who shall serve until the next regular meeting. A quorum for any regular or special meeting of the River Bluff Homeowners Association shall be the owners of at least fifteen (15) of the lots in said subdivision. The President and

Secretary/Treasurer shall serve in the capacity of approving, administering, and carrying out the collection of and payment for the maintenance and improvement items herein called for. The Association shall have the authority to take action without meeting, provided a majority of the members of the Association consent to such action by written resolution signed by such members.

Notice of any meeting of the lot owners of record shall specify the time, date and place of meeting and shall be sent by regular mail or by personal delivery to the occupant of a respective owner's lot.

27. MODIFICATION OF RESTRICTIVE COVENANTS: Except for Storm Water Requirements, these restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarants or their successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarants own sixty percent (60%) or more of the subdivided lots, the Declarants may alter or amend these covenants without consent of anyone.

28. ANNEXATION: Additional residential property may be annexed by the Declarant without the consent of the association members within five (5) years of the date of this instrument, provided that the annexation is in accordance with the general plan of development and shall be subjected to these covenants.

29. SEVERABILITY: Invalidation of any one 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.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed, this day and year first above written.

MABR CO., INC. \_\_\_\_\_ (SEAL)

BY: Marion Howard  
PRESIDENT

North Carolina,  
Onslow County,

I, Lisa S. Reust a Notary Public of the aforesaid County and State, certify that Marion Howard, personally came before me this day and acknowledged that he/she, is the President, of MABR CO., INC., a corporation, and that he/she, as President being authorized to do so, executed the foregoing on behalf of the said corporation.

Witness my hand and official seal, this the 16<sup>th</sup> day of June, 2005.



Lisa S. Reust (SEAL)

Notary Public

6/23/2009  
My commission expires

NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of

Michelle M. Thomas Lisa S. Reust

is/are certified to be correct. This instrument and this certificate are duly registered at the

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Onslow County, NC  
Mildred M Thomas Register of Deeds  
BK 2632 PG 168-169

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW AMENDMENT TO RESTRICTIVE COVENANTS

THIS AMENDMENT TO DECLARATION made and entered into this the 7<sup>th</sup> day of April, 2006, by and between MABR Company, Inc., a North Carolina corporation, (hereinafter called "Declarant") and GWYNN BUILDERS, INC., GT HOME BUILDERS, LLC, Owners of lots in the River River Bluff, Phase I, Subdivision, said map being recorded in Map Book 48, Page 193, Slide 811, in the office of the Register of Deeds of Onslow County;

WITNESSETH:

WHEREAS, Declarant heretofore recorded in Book 2476, Page 879-888, in the office of the Register of Deeds of Onslow County a Declaration imposing restrictive covenants on the aforesaid property. Paragraph 12 of said Declaration provided that if the Declarant owned more than sixty percent (60%) of the subdivided lots, the Declarant may amend the covenants without the consent of anyone, and,

WHEREAS, the Declarant and the undersigned are the Owners of more than sixty percent (60%) of the subdivided lots;

NOW, THEREFORE, for and in consideration of the premises, Declarant and the undersigned Owners hereby amends the Declaration recorded in Book 2476, Page 879-888 in the office of the Register of Deeds of Onslow County in the following respects:

1. Paragraph 7 of said Declaration of Restrictive Covenants is hereby amended to provide that the total floor area, including downstairs and upstairs of the main structure, shall not be less than 1900 square feet of heated area.
2. Except as herein amended, each and every other term and provision of the Declaration hereby is ratified and affirmed.

IN TESTIMONY WHEREOF, Declarant has caused this instrument to be signed and sealed in a manner so as to be binding, this the day and year first above written.

MABR, INC.  
By: Marion Howard  
President

GWYNN BUILDERS, INC.  
By: [Signature]  
President

GT HOME BUILDERS, LLC  
By: Catherine [Signature]  
Manager Member

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

I, LISA S. REUST, a Notary Public in and for said County and State, do hereby certify that MITCHEL M. GWYNN before me this day personally appeared, who being by me first duly sworn, says that he/she is president of GWYNN BUILDERS, INC., the North Carolina corporation described in and which executed the foregoing instrument; that he/she executed said instrument in the corporation name by subscribing his/her name thereto; and that the instrument is the act and deed of said corporation.

Witness my hand and notarial seal, this the 7TH day of APRIL, 2006.



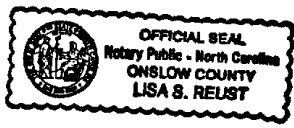
Lisa S. Reust  
NOTARY PUBLIC

My Commission Expires:  
6/23/2009

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

I, LISA S. REUST, a Notary Public in and for said County and State, do hereby certify that MARION HOWARD before me this day personally appeared, who being by me first duly sworn, says that he/she is president of MABR, Inc, the North Carolina corporation described in and which executed the foregoing instrument; that he/she executed said instrument in the corporation name by subscribing his/her name thereto; and that the instrument is the act and deed of said corporation.

Witness my hand and notarial seal, this the 7TH day of APRIL, 2006.



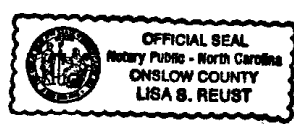
Lisa S. Reust  
NOTARY PUBLIC

My Commission Expires:  
6/23/2009

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

I, LISA S. REUST, a Notary Public in and for said County and State, do hereby certify that CATHERINE GWYNN before me this day personally appeared, who being by me first duly sworn, says that he/she is a member/manager of GT HOME BUILDERS, LLC, the North Carolina limited liability corporation described in and which executed the foregoing instrument; that he/she executed said instrument in the corporation name by subscribing his/her name thereto; and that the instrument is the act and deed of said corporation.

Witness my hand and notarial seal, this the 7TH day of APRIL, 2006.



Lisa S. Reust  
NOTARY PUBLIC

My Commission Expires:  
6/23/2009

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Onslow County, NC  
Mildred M Thomas Register of Deeds

BK 2660 PG 560-563

RESTRICTION AGREEMENT

GT HOME BUILDERS, LLC  
LOTS 28 & 28A, RIVER BLUFF, PHASE 1

RESTRICTION AGREEMENT

NORTH CAROLINA  
ONSWLOW COUNTY

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of May,  
20 06, by and between GT Home Builders, LLC, party of the first  
part, hereinafter referred to as "Builder" and GT Home Builders, LLC  
and \_\_\_\_\_,  
parties of the second part, hereinafter referred to as "Owner-Purchaser."

WITNESSETH:

WHEREAS, Builder is a developer and owns a parcel(s) of land more specifically  
identified as "Lots 28 & 28A River Bluff Phase I," as shown on a map  
recorded in Map Book 48, Page 193, Slide L-811, Onslow County Registry;

WHEREAS, the owner-Purchaser has purchased the land parcel described on  
Exhibit "A" attached hereto, and has a 3-bedroom home located on the same that  
was constructed by Builder;

WHEREAS, the parties hereto, in order to meet the requirements and regulations  
of the Onslow County Health Department as it applies to the septic system, desire and  
intend that this restriction be binding upon the Builder, the present Owner-Purchaser, and  
their successors and assigns;

NOW, THEREFORE, in consideration of the premises and as a part of with the  
purchase and sale of the property and home herein referred to, the parties have agreed as  
follows:

1. The parties hereby expressly represent that the property and residence herein  
described and referred to as 327 w. Howard Drive, Lot 28 & 28A  
Phase I River Bluff,  
described in Map Book 48, Page 193, Slide L-811 Onslow County Registry,  
has been constructed as a 3-bedroom residence and presently has a septic  
system to accommodate only a 3-bedroom residence in accordance with  
the application by the Builder and the requirements of the Onslow County Health  
Department.
2. The parties understand and agree that the parties, Builder and Owner-Purchaser,  
their successors and assigns, may not convert any other portion of said residence  
into a bedroom or use any other portion of said residence as a bedroom to the end  
that said residence would then contain more than 3 bedrooms without having  
first obtained the appropriate permits from the Onslow County Health  
Department.
3. The parties understand that increasing the number of bedrooms beyond that  
number identified on the permit or increasing the number of occupants to more  
than 2 per bedroom constitutes a violation of the permit.

4. The parties further understand and agree that no additions or repairs to the septic system may be made by any party without an inspection and written consent of the Onslow County Health Department.
5. The parties further agree that this RESTRICTION AGREEMENT shall run with the land and be binding upon the parties hereto, their successors and assigns, and shall be recorded at the Register of Deeds for Onslow County.
6. All parties understand that violations of this RESTRICTION AGREEMENT may result in permit suspension, revocation, or other appropriate legal action.
7. Finally, all parties understand that corrective action(s) to a violation(s) of this RESTRICTION AGREEMENT is subject to health Department evaluation of the site, which may or may not result in a solution.

IN TESTIMONY WHEREOF, the parties hereto have executed this restriction in their respective capacities, this the day and year first above written.

GT Home Builders, LLC

\_\_\_\_\_  
Builder's Company Name

Catherine J. Ray (SEAL)  
Member Manager

Catherine J. Ray (SEAL)  
Owner/Purchaser

\_\_\_\_\_  
Owner/Purchaser (SEAL)

NORTH CAROLINA  
ONSLow COUNTY

I, Lisa S. Reust a Notary Public in and for the county and State aforesaid, do hereby certify that Catherine F. Gwynn personally came before me this day and acknowledged that he/she is Managing Member of GT Home Builders, LLC and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by Catherine F. Gwynn

WITNESS my hand and notarial seal, this the 23<sup>rd</sup> day of May, 2006.

Lisa S. Reust  
Notary Public

My Commission Expires:  
6/23/09



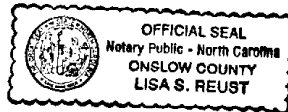
NORTH CAROLINA  
ONSLow COUNTY

I, Lisa S. Reust, a Notary Public in and for said State and county, do hereby certify that Catherine F. Gwynn, Member-Manager personally appeared before me as Owner/Purchaser this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal at office this the 23<sup>rd</sup> day of May, 2006.

Lisa S. Reust  
Notary Public

My Commission Expires:  
6/23/09



NORTH CAROLINA  
ONSLow COUNTY

I, \_\_\_\_\_, a Notary Public in and for said State and county, do hereby certify that \_\_\_\_\_ personally appeared before me as Owner/Purchaser this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal at office this the \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_



*Dorton*

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 Recorded: 07/03/2008 at 04:22:53 PM  
 Fee Amt: \$35.00 Page 1 of 8  
 Onslow County, NC  
 Maryland K. Washington Reg. of Deeds  
 BK 3093 PG 586-593

NORTH CAROLINA  
ONSLow COUNTY

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 3rd day of July, 2008, by MABR COMPANY, INC., a North Carolina Corporation, hereinafter called "Declarant".

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in Paragraph I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is 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 and bind the successors in interest and any owner thereof.

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

1. DESCRIPTION OF REAL PROPERTY: The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the articles of this Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

Being all of Lot Numbers 44 through 50 and Lot Numbers 54 through 83 as shown on Final Plat of River Bluff, Phase II, dated the 23rd day of June, 2008, prepared by Charles F. Riggs and Associates, Inc., and recorded in Map Book 56, Page 51, Slide M-645, Onslow County Registry.

2. USES: No lot, lots or portions thereof shall be put to any use other than for residential purposes, except that any lot may be used by the Declarant for a street or roadway.

3. LAND USE AND BUILDING TYPE: No building shall be used except for "single family residential purposes". "Single family residential purposes" is defined as a family unit related by blood or marriage as is customary in the area. A single family may consist of a single individual but shall not consist of units made up of a number of unrelated by blood or marriage individuals whether adults or minors under the care of others wherein there is provided family care for usually two or more unrelated persons. A single family residential unit shall not be used nor shall residential purposes as herein set out be defined as covering the following types of uses: fraternities, sororities, family care homes, boarding homes, or any type residence in which a person or persons' care is paid for by himself or herself or others. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single family dwelling not to exceed height limitations set by the Onslow County Planning Department. A private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the general architectural design and construction standards used as the dwelling itself. All construction shall be custom type construction built on the lot and no old building constructed elsewhere shall be moved on to the lot for residential or any other purpose. No mobile homes, double wides or pre-manufactured homes or any unit requiring a Division of Motor Vehicles Certificate of Title shall be placed or constructed on any numbered lot in the subdivision hereinabove described. This

covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes. Construction of gazebos behind dwellings and on piers or docks shall be permitted provided that the walls of such gazebos shall not be constructed of solid or opaque material; the size of gazebos shall not exceed 150 square feet of roof area; screens, lattice and glass shall be permitted. All Driveways shall be constructed of concrete.

4. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee shall be composed of three (3) members who shall be appointed by the Declarant. At least thirty (30) days prior to the anticipated commencement of any landscaping, land clearing or construction of any structure or improvement on any Lot, the owner of such Lot (or his duly appointed agent) shall submit to the Chairman of the Architectural Control Committee a survey of the Lot, showing each Lot corner. There shall further be shown on said survey the proposed location of all proposed and existing structures or improvements, including driveways, patios, decks, walkways, and septic tanks, including drain fields. There shall further be provided to the Architectural Control Committee sufficient building elevations and other site plans, including a statement of exterior building materials and proposed exterior colors, to allow the Architectural Control Committee to appropriately and accurately evaluate what is proposed for construction on the Lot. The survey site plan and building elevations shall be prepared in a professional manner and to scale. There shall be submitted two (2) copies of all information required to be submitted.

Within thirty (30) days after receipt of all required information, the Architectural Control Committee shall submit in writing to the owner of the Lot whether or not the requested improvements are approved. Unless a response is given by the Architectural Control Committee within thirty (30) days, the plan shall be deemed approved. The response of the Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate, and the thirty (30) day time for response shall only commence upon receipt of the requested additional information. If approval with conditions is granted, and construction then begins, the construction shall be deemed agreement by the owner of the Lot of the conditions imposed.

The Architectural Control Committee shall approve the plans as submitted, if all required information is submitted, and the following affirmative findings are made by the Architectural Control Committee:

(a) that the improvements sought to be constructed will not have negative economic impact on any other Lot within the Subdivision;

(b) that all required specific building standards and other conditions contained within the Restrictive Covenants and other applicable legal documents have been complied with;

(c) that the improvements are architecturally compatible with proposed or constructed improvements on other Lots within the subdivision; and

(d) the natural features of the Lot have been retained to the maximum extent feasible.

Any owner of the Lot disagreeing with the findings of the Architectural Control Committee may appeal the decision to the Board of Directors of the Association by giving written notice of appeal to the President of the Association within fifteen (15) days following receipt of notice of denial. The Board of Directors of the Association shall then review the plans, giving the Chairman of the Architectural Control Committee the opportunity to present to the Board of Directors of the Association specific reasons why the plans were denied, in the presence of the owner of the Lot or his agent, and the owner of the Lot or his agent may present information challenging the findings of the Architectural Control Committee. The decision of the Architectural Control Committee shall only be overridden by unanimous vote of the Board of Directors of the Association.

All notices required to be given herein shall be given in writing, hand-delivered or mailed postage pre-paid, return receipt requested, and the Architectural Control Committee shall be obligated to specify the particular grounds upon which denial of any application is founded. One

set of plans, denoted as approved (or approved with specified conditions) shall be retained by the Architectural Control Committee and the other shall be returned to the applicant.

5. **NATIVE GROWTH:** The native growth of such premises shall not be permitted to be destroyed or removed except as necessary to erect structures, to construct driveways and other graveled areas, and a reasonable area surrounding the buildings. The Developer, its successors or assigns, reserve the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so.

6. **STREET LIGHTING AGREEMENT:** The Developer reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

7. **DWELLING QUALITY AND SIZE:** The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than 1900 square feet of heated area.

8. **BUILDING LOCATION:** Subject to the Storm Water Management Restrictions contained in Section 21, *infra*, no building shall be located on any numbered lots nearer to the front line or side street line than the minimum building line shown on the recorded plat. No residential building shall be located on any numbered nearer than 35-feet from the front lot line, and no building shall be located nearer than 20-feet from the rear lot line nor nearer than 10-feet from the side lot lines. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or to exceed the maximum allowable built upon are for each lot. An error of not more than 10 percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

9. **SUBDIVISION:** No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however, that the Declarant, its successors or assigns, reserve the right to make minor boundary line adjustments between lots so long as said adjustment does not extend 10% of the total area of a given lot.

10. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All lots, whether occupied or unoccupied, shall be well maintained and not unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a lot. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. Declarant or Association, its successors or assigns, reserve the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant or Association may contract for, and assess to owner, any maintenance necessary to enforce this covenant.

11. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement are 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.

The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over, and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines conduits, pipes and other equipment necessary to or useful for furnishing electric, power, gas, telephone services, drainage, or other utilities including water and sewer services.

12. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Goats, cows, chickens, swine, horses and ponies shall not be considered household pets.

13. **SATELLITE RECEPTION AND FUEL TANKS:** All satellite dishes and similar apparatus shall be located indoors so as not to be visible. Mini satellite dishes 24-inches and under and attached to the house are exempt from this article. All fuel tanks and gas bottles shall be located so as not to be visible from the streets or from neighboring lots.

14. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

15. **FENCES:** No fence shall be erected between the front building line and the street right-of-way line except decorative fences such as split-rail or picket not in excess of four feet in height. No fence shall be erected between the front building line of the main dwelling and the back lot line in excess of six feet in height. Where corner lots occur with adjacent lots sharing the same right-of-way line, no fence in excess of four feet in height shall be constructed along the right-of-way of the corner lots or nearer the right-of-way than the front building line of the adjacent lots.

16. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Garbage cans shall not be permitted to remain in the front yard except for normal garbage pick up.

17. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street line, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, manufactured home, modular home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, motor home, camper or like vehicle shall be parked on any lot at any time for any purpose nor shall any such vehicle be allowed to remain on any lot at any time for any purpose unless it is parked behind the main dwelling structure or placed inside the carport or garage.

19. **TERM:** These covenants are to run with the land and shall be binding on all parties and all person claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten 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.

20. **BUILDING CONSTRUCTION:** All structures built on any lot shall comply with all rules and regulations of Onslow County and the Coastal Area Management Act and the North Carolina Storm Water Management Permit. All houses under construction must be completed and ready for occupancy within fifteen months from the date construction begins.

21. STORM WATER MANAGEMENT REQUIREMENTS:

a. The allowable built upon area per lot are as follows:

LOT NUMBER	ALLOWABLE BUILT UPON AREA
Lot 44	6,295 Sq. Ft.
Lot 45	6,295 Sq. Ft.
Lot 46	6,295 Sq. Ft.
Lot 47	6,295 Sq. Ft.
Lot 48	6,295 Sq. Ft.
Lot 49	6,295 Sq. Ft.
Lot 50	6,295 Sq. Ft.
Lot 54	6,295 Sq. Ft.
Lot 55	6,295 Sq. Ft.
Lot 56	6,295 Sq. Ft.
Lot 57	6,295 Sq. Ft.
Lot 58	6,295 Sq. Ft.
Lot 59	6,295 Sq. Ft.
Lot 60	6,295 Sq. Ft.
Lot 61	6,295 Sq. Ft.
Lot 62	6,295 Sq. Ft.
Lot 63	6,295 Sq. Ft.
Lot 64	6,295 Sq. Ft.
Lot 65	6,295 Sq. Ft.
Lot 66	6,295 Sq. Ft.
Lot 67	6,295 Sq. Ft.
Lot 68	6,295 Sq. Ft.
Lot 69	6,295 Sq. Ft.
Lot 70	6,295 Sq. Ft.
Lot 71	6,295 Sq. Ft.
Lot 72	6,295 Sq. Ft.
Lot 73	6,295 Sq. Ft.
Lot 74	6,295 Sq. Ft.
Lot 75	6,295 Sq. Ft.
Lot 76	6,295 Sq. Ft.
Lot 77	6,295 Sq. Ft.
Lot 78	6,295 Sq. Ft.
Lot 79	6,295 Sq. Ft.
Lot 80	6,295 Sq. Ft.
Lot 81	6,295 Sq. Ft.
Lot 82	6,295 Sq. Ft.
Lot 83	6,295 Sq. Ft.

b. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8040410, as issued by the Division of Water Quality under NCAC 2H.1000.

c. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

d. These covenants are to run with the land and be binding on all persons and parties claiming under them.

e. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent for the State of North Carolina Division of Water Quality.

f. Alteration of the drainage as shown on the approved plan may not take place without concurrence of the Division of Water Quality.

g. The maximum built-upon area per lot is as shown in Attachment A. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built-upon area includes, but not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

h. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.

i. Lots within CAMA's Area of Environmental Concern may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.

j. Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.

k. All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

22. ENFORCEMENT OF RESTRICTIONS: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the undersigned, its successors and assigns, the State of North Carolina and the owners of the numbered lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach or any of them. The failure to enforce any right, reservation, restriction, or condition contained herein, 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 not bar or affect its enforcement.

23. RIVER BLUFF HOMEOWNERS ASSOCIATION: All purchasers of lots in Section II, River Bluff Subdivision as described herein shall, and by their acceptance of Deeds conveying such lots do, for themselves, their heirs, successors and assigns, agree to become members of the River Bluff Homeowners Association.

24. 1. RESPONSIBILITY OF ASSOCIATION:

(a) River Bluff Homeowners Association shall assume responsibility for the maintenance of the streets until the same are taken over for maintenance by the NC Department of Transportation and shall maintain the walkway in the subdivision and provide for the maintenance of the drainage easements.

(b) The Homeowners Association shall assume responsibility for all improvements and maintenance of, including but not limited to, any boat landing of park area, all common areas as shown on said recorded plat, all entrance signs and fences, and all septic tank lots located away from primary lots; it being specifically understood and agreed that Developer shall not be responsible for improvement or maintenance of said areas.

2. ASSESSMENTS:

(a) Each member of the Homeowners Association, as described herein, by acceptance of the Deed to each lot, whether or not it shall be expressed in such Deed, is deemed to and does hereby covenant and agree on behalf of himself, his heirs, successors and assigns, to pay assessments to the Homeowners Association for the expenses incurred. The initial assessment for the River Bluff Homeowners Association shall be Two Hundred Fifty Dollars (\$250.00) per year for each lot. Such assessment shall be used solely for the improvement and maintenance of the items described in Section 24, Subsections (a) and (b) above.

(b) The assessments required hereby shall be due and payable on the 1<sup>st</sup> day of July following the conveyance of the lot from the Developer to the initial purchaser and shall be

paid each July 1<sup>st</sup> thereafter to Declarant as Trustee for the Homeowners Association until such time as 24 lots have been sold; thereafter, said assessment shall be paid to the secretary of the Association.

25. LIEN OF ASSESSMENT: The assessments called for hereinabove, together with interest and costs of collection, including court costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. *Personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.*

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The designated officer of the Association or the Association may bring an action at law against the owner or owners personally obligated to pay the same or may foreclose the lien against the property, and the officer of the Association or the Association is hereby granted a power of sale to conduct said foreclosure; any interest, costs and reasonable attorney fees arising out of the action of foreclosure shall be added to the amount of such assessment. Such foreclosure shall be conducted under the procedure prescribed by statute in North Carolina for sale under a power of sale.

26. The members of the Association on the second Monday in July of each calendar year shall elect a President and a Secretary/Treasurer, by a majority vote of those present and constituting a quorum, who shall serve until the next regular meeting. A quorum for any regular or special meeting of the River Bluff Homeowners Association shall be the owners of at least fifteen (15) of the lots in said subdivision. The President and Secretary/Treasurer shall serve in the capacity of approving, administering, and carrying out the collection of and payment for the maintenance and improvement of items herein called for. The Association shall have the authority to take action without meeting, provided a majority of the members of the Association consent to such action by written resolution signed by such members.

Notice of any meeting of the lot owners of record shall specify the time, date and place of meeting and shall be sent by regular mail or by personal delivery to the occupant of a respective owner's lot.

27. MODIFICATION OF RESTRICTIVE COVENANTS: Except for Storm Water Requirements and restriction for the preservation as shown on the recorded plat, these restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Declarant or their successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarant owns sixty percent (60%) of more of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone.

28. ANNEXATION: Additional residential property may be annexed by Declarant without the consent of the association members within five (5) years of the date of this instrument, provided that the annexation is in accordance with the general plan of development and shall be subjected to these covenants as from time to time amended.

29. SEVERABILITY: Invalidation of any one 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.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed, this day and year first above written.

MABR CO. INC.

BY: Marion Howard (SEAL)  
MARION HOWARD, President

NORTH CAROLINA  
ONSLOW COUNTY

I, Lisa S. Reust, a Notary Public in and for said County and State do hereby certify that Marion Howard, President of MABR CO., INC., personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 3<sup>rd</sup> day of July, ~~2007~~ 2008.

Lisa S. Reust  
Notary Public

My commission expires:

6/23/09





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Recorded: 09/15/2009 at 01:20:07 PM  
Fee Amt: \$17.00 Page 1 of 2  
Onslow County, NC  
Rebecca L. Pollard Reg. of Deeds

BK 3294 PG 652-653

NORTH CAROLINA

ONslow COUNTY

AMENDMENT TO RESTRICTIVE COVENANTS

THIS AMENDMENT TO DECLARATION, made and entered into this 15<sup>th</sup> day of August, 2009, by MABR Company, Inc., a North Carolina Corporation (hereinafter called "Declarant") and Jeffrey L. Hudson and wife, Angela S. Hudson, lot owners in River Bluff, Phase II, Subdivision, said map being recorded in Map Book 56, Page 51, Slide M-645, Onslow County Registry.

WITNESSETH:

THAT WHEREAS, the Declarant heretofore recorded in Book 3093, Page 586-593, in the office of the Register of Deeds of Onslow County, a Declaration imposing restrictive covenants on the aforesaid property; and,

WHEREAS, in Paragraph 27 of said Declaration provides that if the Declarant owns more than sixty percent (60%) of the subdivided lots, the Declarant may amend the covenants without the consent of anyone; and,

WHEREAS, the Declarant and the undersigned are the owners of more than sixty percent (60%) of the subdivided lots;

NOW, THEREFORE, for and in consideration of the premises, Declarant and the undersigned Owners hereby amend the Declaration recorded in Book 3093, Page 586-593 in the office of the Register of Deeds of Onslow County, in the following respects:

1. Paragraph 3 of said Declaration of Restrictive Covenants affecting Land Use and Building Type is hereby amended to provide the following additional requirements:

- a) All driveways must use concrete pipe;
- b) All front yards must use sod;
- c) All houses must be built on a raised foundation;
- d) All foundations must be brick;
- e) All mailboxes must be the same as used in Phase I of the River Bluff Subdivision.

2. Except as herein amended, each and every other term and provision of Paragraph 3 of the Declaration of Restrictive Covenants is hereby ratified and affirmed, and in full force and effect.

IN TESTIMONY WHEREOF, Declarant and the undersigned Owners have caused this instrument to be signed and sealed in a manner so as to be binding upon the Declarant, the undersigned Owners, and their successors and assigns, this the day and year first above written.

MABR-CO, INC.

By: Marion Howard (SEAL)  
MARION HOWARD, President

Jeffrey L. Hudson (SEAL)  
JEFFREY L. HUDSON

Angela S. Hudson (SEAL)  
ANGELA S. HUDSON

NORTH CAROLINA  
ONSLOW COUNTY

I, Barbara J. Gray a Notary Public in and for the County and State aforesaid, do hereby certify that Marion Howard personally came before me this day and acknowledged that he is President of MABR CO., INC., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Marion Howard.

2008.<sup>13</sup>\* WITNESS my hand and notarial seal, this the 25<sup>th</sup> day of August.

BARBARA J. GRAY  
NOTARY PUBLIC  
ONSLOW COUNTY, N.C.

Barbara J. Gray  
Notary Public

My Commission Expires:  
4-10-2011

NORTH CAROLINA  
ONSLOW COUNTY

I, Barbara J. Gray, a Notary Public in and for said County and State do hereby certify that Jeffrey L. Hudson and wife, Angela S. Hudson, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

2009. Witness my hand and official stamp or seal, this 25<sup>th</sup> day of August.

BARBARA J. GRAY  
NOTARY PUBLIC  
ONSLOW COUNTY, N.C.

Barbara J. Gray  
Notary Public

My commission expires:  
4-10-2011