



AMENDED, RESTATED, AND REISSUED DECLARATION OF RESTRICTIVE COVENANTS

RIVER VIEW LOT OWNERS ASSOCIATION

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

THIS DECLARATION made this the 13~~23~~ day of Oct, 2024 by the **RiverView Lot Owners Association**, hereinafter called Declarant or the "**Association**", hereby amends, restates, and reissues the Declaration of Restrictive Covenants originally made the 18th day of March, 1998, BK 1097 PG 023-029 and BK 1099 PG 431-436 by RED CREEK RANCH, INC., a Colorado Corporation.

WITNESSETH:

THAT WHEREAS, the Declarant is the **Association** for the real property described in Article I of this Declaration, and is desirous of subjecting said real property to the protective covenants hereinafter set forth. Each and ail of said restrictions 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 and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant 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 Pantego Township, Beaufort County, North Carolina, and is more particularly described as follows:

ALL OF Lots One (1) through Twenty-four (24) inclusive, of **River View Subdivision** as more fully shown on that certain plat prepared by Hood L Richardson Surveying & Engineering, dated February 6, 1998, and recorded in the Office of the Register of Deeds of Beaufort County, North Carolina, in Plat Cabinet F, Slides K19-8 and 19-9,

No property other than that described above shall be subject to this Declaration until specifically made subject thereto.

ARTICLE II

The real property described in Article 1 hereof (hereinafter called Lot or Lots as applicable) is subjected to the protective covenants and restrictions hereby declared in order to provide enforceable standards of improvement and development whereby aesthetics, living conditions and property values may be enhanced.

ARTICLE III

No lot shall be used except for residential, recreational or agricultural purposes. No swine or livestock shall be raised or bred on any lot, except household pets such as dogs, cats, and poultry (poultry may not exceed 6 hens and 1 rooster), which may be kept provided they are confined to the owner's lot, not allowed to roam onto other lots, and are not bred or maintained for commercial purposes. Improvements constructed for the maintenance of animals shall be kept in good repair and must conform generally in appearance with any dwelling upon a lot, although such improvements are not required to be constructed of materials identical to an existing dwelling. Each lot owner shall maintain any such improvements placed upon any lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any lot with the exception of any pre-existing structures. No residence shall be erected, constructed, maintained, used or permitted to remain on any lot other than one single-family dwelling of not less than 1,200 square feet of living space. Once construction is begun on said dwelling, all exterior construction must be completed within one (1) year of the commencement of construction. No more than one outbuilding may be constructed on any lot within River View Subdivision. Said outbuilding shall be only for the purposes of housing boats, cars, RV's, as well as lawn and garden equipment. Said building must be constructed in a workman-like manner and may not be constructed more than one year prior to construction of the main residence. This building must be enclosed on at least three sides and the top, and with some sort of door which would thus close in all four sides of the building.

Home construction is intended to enhance the Subdivision property values, aesthetics, and living conditions. As a result, all new proposed construction documents must be submitted to the President of the **Association** for review and approval by the **Association** Board of Directors prior to construction. There shall be no single-wide mobile homes/manufactured homes, no double-wide mobile homes/manufactured homes, or buses situated on any lot as a residence or for storage, either temporarily or permanently. Modular homes are permitted to be erected upon any lot, as long as all other building requirements are met, and the home is placed on a permanent foundation.

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 trailers or mobile homes 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. No junk or unsightly vehicles of any type or description or outbuildings may be placed upon said lot.

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 single-family dwelling. Declarant reserves the right to relocate any lot boundary line so long as said relocation does not create an additional lot.

ARTICLE VI

No lot shall be used for ingress and egress to any properties not part of this subdivision.

ARTICLE VII

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 VIII

No structure, other than a fence, may be built within ten (10) feet of any property line.

ARTICLE IX

Easements for installation and maintenance of utilities and drainage facilities are reserved ten (10) feet in width over all side lot lines and fifteen (15) feet along any road, in said subdivision. In addition, property described in Article One (I) hereof is subject to such easements, setbacks and road right of way as shown on that certain plat recorded in the Beaufort County Registry in Plat Cabinet F, Slides 19-8 & 9.

ARTICLE X

This development is not a campground. Lot owners are not, however, prohibited from overnight stays in professionally manufactured equipment, provided the camping equipment is not left on any lot for more than thirty (30) consecutive days and is not in violation of any local ordinance. Permanent residence in any type of camping equipment is strictly forbidden.

ARTICLE XI

The roadways and right of way constructed throughout the River View Subdivision are for the common use of the grantor, lot owners and their respective heirs, successors and/or assigns.

ARTICLE XII

Every lot described above shall be subject to assessment for maintenance and expenditures as listed below. The annual assessment for each lot of River View shall be the sum of two hundred and no/100 dollars (\$200.00) per lot. The funds shall be known as the "River View Maintenance Fund." Declarant shall be exempt from any and all assessments for any lot owned by Declarant, either now or in the future. The annual maintenance assessment may be increased at any time by an affirmative vote of seventy-five percent (75%) of all lot-owners. The "**River View Maintenance Fund**" shall be owned by all lot owners and shall be used only for:

A. Road Maintenance Expenses

B. Administration Costs for Management of the Association and Enforcement of Maintenance.

The **Association** shall have the power to file with the Register of Deeds of Beaufort County a notice assessment lien against any lot for which the annual maintenance assessment has not been paid by February 1 of any year and such lien shall continue until the assessment is paid. The **Association** shall be composed of all lot owners. Each owner shall be entitled to one vote for each lot owned. All decisions shall be made by a majority vote, except that a three-fourths [3/4] majority shall be necessary for the levy of increased or special assessments, or expenditure monies. Those decisions must occur at a meeting of the lot owners held after reasonable notice to all such lot owners. The **Association** shall organize, elect officers and operate freely within the restrictions herein contained. Any damage by driveway connections to the private road shown upon said plats, or to the ditches or shoulders of the road, or to the flow of drainage water along the said road, shall be repaired at the expense of the owners connecting such driveways, within fourteen (14) days of notification.

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, 2045, 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 herein, 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 or attempt to violate any of the covenants herein. It shall be lawful for any other person or persons owning lots described herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent it, her or him or them from doing anything to recover damages or other dues for such violation.

ARTICLE XIV

Invalidation of any of these covenants or any part thereof by judgments or court order shall remain and in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person

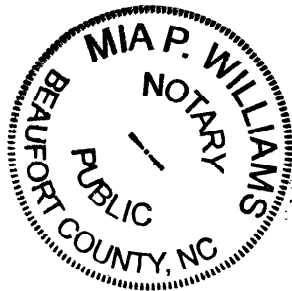
or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN WITNESS WHEREOF, RIVERVIEW LOT OWNERS ASSOCIATION has caused this instrument to be executed in its name by its duly appointed President, all by authority of its Officers first duly given, this the day and year first above written.

RIVER VIEW LOT OWNERS ASSOCIATION

By: Edward L. Chaney 4/3/2025
EDWARD L. CHANEY, President

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT



Sworn to and subscribed before me
this 3 day of April, 20 25
Mia P. Williams
Notary Public
My Commission Expires 8/24/ 20 25

