

STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

THIS DECLARATION, made this the 18<sup>th</sup> day of March, 1998, by RED CREEK RANCH, INC., a Colorado Corporation, acting by and through its Attorney in Fact, AUDDIE C. BROWN, hereinafter called Declarant;

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of 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 all 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:

*But* ALL OF Lots One (1) through Twenty-four (24) inclusive, of River View 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 19-8 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 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 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, livestock or poultry shall be raised or bred on any lot, except household pets such as dogs and cats, which may be kept provided they 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 shall need not 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. 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.

There shall be no single-wide mobile homes/manufactured homes, no doublewide mobile homes/manufactured homes, or buses situate 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. Declarant does hereby reserve unto itself, its successors and assigns, the right to use any lot prior to it being sold to a third person, for ingress and egress to any other adjoining property.

Declarant also reserves the right unto itself to extend any existing roadways shown on the recorded subdivision plat above referred to, to any additional property lying outside River View.

**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**

*Full*  
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. Declarant hereby reserves unto itself, its successors and assigns, the right to erect and maintain any utility lines, electric lines or to grant any easements or right of way therefor, together with the right of ingress and egress for the purpose of installing and maintaining the same, over and across any unsold lots still owned by Declarant.

#### 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 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 the Enforcement thereof.

There shall be created for the purpose of holding and administering such funds, "River View Property Owners Association," which 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 River View Property Owners Association shall be comprised of all lot owners and Declarant. Each owner shall be entitled to one vote for each lot owned, except the Declarant, which shall be entitled to two votes 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), 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. Declarant, either through its employees or agents or assigns, will administer the Association until seventy-five percent (75%) of all lots have been sold in both

subdivisions. Following the sale of 75% of the lots, the River View Property Owners Association will elect its own administrators of the Association.

When 75% of the lots as shown on the plat above has been sold, River View Property Owners Association does hereby agree that it will take over any and all maintenance of the roads.

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, 2025, 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

Declarant reserves the right to amend, delete, modify or add to these covenants and restrictions on an individual basis pursuant to individual Purchaser requests and requirements. Such modifications or amendments in accordance with this section will be accomplished by specific language in the individual deeds or supplementing these covenants and restrictions by separate recorded instrument.

#### ARTICLE XV

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, RED CREEK RANCH, INC. has caused this instrument to be executed in its corporate name by its duly appointed Attorney in Fact, all by authority of its Board of Directors first duly given, this the day and year first above written.

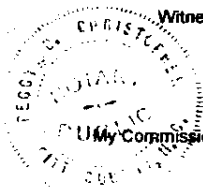
RED CREEK RANCH, INC.

By: Audie C. Brown  
AUDDIE C. BROWN,  
Attorney in Fact

STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that AUDDIE C. BROWN, attorney in fact for RED CREEK RANCH, INC., a Colorado corporation, personally appeared before me this day and being by me duly sworn says that he executed the foregoing and annexed instrument for and in behalf of RED CREEK RANCH, INC., a Colorado corporation, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed and acknowledged and recorded in the office of the Register of Deeds of Beaufort County in Book 1098, Page 580 on March 13, 1998, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said AUDDIE C. BROWN acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed and in behalf of RED CREEK RANCH, INC.

Witness my hand and Notarial Seal, this the 18 day of March, 1998.



Peggy B. Christopher  
NOTARY PUBLIC

North Carolina  
Beaufort County

The foregoing Certificate of  
Peggy B. Christopher  
Notary Public is/are certified to be correct  
this 18th day of March, 1998 at 4:30 o'clock P.M.  
By Jennifer Leggett  
Register of Deeds  
Asst./Deputy Register of Deeds

*fact*

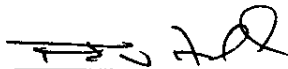
NORTH CAROLINA  
BEAUFORT COUNTY

STATEMENT OF EXPLANATION OF RE-RECORDING

Pursuant to the provisions of North Carolina General Statutes Sec. 47-36.1, the undersigned, being the attorney who drafted the instrument being re-recorded, hereby re-records the Declaration of Restrictive Covenants which was originally recorded in Book 1097 at Page 23 in the office of the Register of Deeds of Beaufort County, North Carolina, to correct the following:

The plat recording information referred to on Pages 1 and 3 of the previously recorded Declaration is incorrect. The correct recording information is Plat Cabinet F, Slides 19-8 and 19-9.

This the 14<sup>th</sup> day of April, 1998.



Fred N. Holscher  
RODMAN, HOLSCHER, FRANCISCO & PECK, P.A.

This explanation statement, together with the attached instrument, duly recorded at \_\_\_\_\_ o'clock \_\_\_\_ M., this the \_\_\_\_\_ day of April, 1998, in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the Beaufort County Registry.

\_\_\_\_\_  
REGISTER OF DEEDS

By: \_\_\_\_\_

DEPUTY/ASSISTANT  
REGISTER OF DEEDS

FILED FOR REGISTRATION AT 10:06 O'CLOCK 11 AM  
14th DAY OF April 1998  
REGISTERED IN THE OFFICE OF THE REGISTER OF DEEDS  
OF BEAUFORT COUNTY.

By: Carissa J. Leggett, Deputy  
D. JENNIFER LEGGETT, REGISTER OF DEEDS  
BEAUFORT COUNTY

*Fred Holscher*