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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 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, 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 area 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 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 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 30<sup>th</sup> day of July, ~~2007~~ 2008.

Lisa S. Reust  
Notary Public

My commission expires:

6/23/09