

NORTH CAROLINA  
PERSON COUNTY

RESTRICTIVE COVENANTS  
AND  
ROAD MAINTENANCE AGREEMENT  
RIVEROAKS

This Declaration and Agreement made and entered into this the 24<sup>th</sup> day of April, 1990, by and between F & S DEVELOPERS, a North Carolina general partnership, hereinafter referred to as "DECLARANT" and ALL SUCCESSORS IN TITLE and their respective heirs and assigns of lots included within the lands hereinafter described, hereinafter referred to as "purchasers";

WITNESSETH:

WHEREAS, the DECLARANT intends to convey lots numbered 1-30, hereinafter referred to, by deeds referring to restrictive covenants contained in this declaration and agreement and to subject the lands hereinafter described to such restrictive covenants for the benefit of each of the present or future owners of the aforesaid lands;

NOW, THEREFORE, the DECLARANT agrees that all lots comprising the lands hereinafter referred to shall be sold subject to the restrictive covenants hereinafter set out, and all grantees of the said lots agreed to be bound by the covenants herein contained.

The purchaser or owner of any lot in the lands hereinafter described, for himself, herself, or itself, and for his, her or its successors in interest agrees to the following restrictive covenants:

ARTICLE I

The land to which these covenants shall apply is described as follows:

Lying and being in Flat River Township, Person County, North Carolina, and being all of what are shown and designated as Lots 1 through 30 and that land designated as "community area" or roadways inclusive on that plat of survey made by Neal C. Hamlett, R.L.S. #2465, dated December, 1989, entitled "RIVEROAKS," and recorded in Plat Cabinet 6, at Hanger 12.3, Person County Registry; said plat being hereby specifically incorporated by reference.

ARTICLE II

The real property in Article I hereof is subject to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to guard against the erection hereon of poorly designed or proportioned structures, and structures built of improper or suitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate location thereof on lots; to prevent haphazard and inharmonious improvements of lots; to secure and maintain proper setbacks from street, and adequate free spaces between structures, and in general to provide adequately for a high type of quality of improvement in said property, and thereby enhance the values of investments made by purchasers of lots therein.

ARTICLE III

No lot shall be used except for residential and related purposes. All dwellings shall be owner occupied save for those rentals approved by DECLARANT in writing in advance. Nothing contained herein shall be deemed to prohibit the use of a lot or lots for the purpose of providing residential utility services to and for other lots. Site built homes, double-wide manufactured homes or modular homes must have a minimum of 1,200 feet heated living area. All double-wide manufactured, modular, pre-cut, pre-assembled multi-section, or site built homes shall have residential siding and shingle roofs and shall have masonry (brick, stone, stucco finish, etc.) underpinning. Concrete block underpinning is prohibited.

ARTICLE IV

No portion of the properties (except for temporary office of the DECLARANT and/or model homes used by DECLARANT) shall be used except for residential purposes incidental or accessory thereto.

ARTICLE VI

No home or other structure shall be erected, placed, or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been filed with and approved in writing in advance by the DECLARANT or his assigns as to quality of workmanship, building materials, exterior colors, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot unless similarly approved. All building setback lines shall conform to local zoning ordinances.

ARTICLE VII

No oil drum, outside propane tank, above ground swimming pools, window air-conditioners, ham radio or T. V. towers, discs or antennas may be used on any lot without the written consent of the DECLARANT or his assigns.

ARTICLE VIII

All work to be performed within the subdivision must be done by a competent and reputable contractor, which contractor must be approved in writing in advance by the DECLARANT.

ARTICLE IX

No farm animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Dogs, cats, or other household pets may be kept, up to a maximum of two, provided: (1) They are not kept, bred, or maintained for any commercial purposes; (2) When outside of the homes, each pet shall be restrained by leash being held by pet owner; (3) No pet shall show any sign of being ferocious; (4) No pet shall be allowed to become a nuisance by barking or otherwise disturbing the neighbors. Pens or other structures may be used with DECLARANT'S or his assigns written permission.

ARTICLE X

No sign of any kind, other than those owned or used by DECLARANT or his assigns shall be displayed to the public view on any lot except one sign of not more than (4) square feet advertising the property for sale.

ARTICLE XI

No outbuilding, driveway, clothesline, mailbox, lamppost, trash receptable, porch, or deck shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure are filed with and approved in writing in advance by the DECLARANT or his assigns.

ARTICLE XII

No garbage or trash shall be burned on any lot and no lot shall be used or maintained as a dumping station for rubbish. All garbage, trash, or other refuse shall be kept in clean and covered receptacles located either in the rear of said homes or in a building, cabana, or other enclosed structure, so that the contents thereof shall not be visible from the street. It shall be the duty of all lots owners to see that their garbage, trash, and other refuse is systematically and weekly collected by a refuse collector.

ARTICLE XIII

No noxious, offensive, immoral, or illegal activity shall be carried on upon any lot, nor shall any act be committed thereon which would constitute an annoyance or nuisance to the other residences of the subdivision or to the general public.

ARTICLE XIV

The buyer or purchaser of each lot, whether it shall be occupied or not, shall keep the lot mowed regularly, and weeds cut regularly, and clear of any unsightly objects, and in the event that the buyer or purchaser of any lot within the said subdivision breaches the restriction, the DECLARANT or his assigns reserve the right to enter upon the said lot and mow the grass, clean up the lot, and remove unsightly structures and objects, and the owner of said lot shall be liable to the DECLARANT or his assigns for the payment of said costs plus interest. Further, when clearing and grading for a residence, only those trees necessary for the construction of a driveway and placement of a residence can be removed. No tree with a diameter greater than four (4) inches at ground level may be cut without written approval in advance of the DECLARANT.

ARTICLE XV

Where lots border on or contain ditches, drainage canals, swales, and streams, the owner of each lot shall keep that area, including the slopes down to the edge of the water, mowed and maintained regularly. Washouts or erosions on the lots shall be properly tended to by the respective lot owner. All landscaping changes or lot improvements must be approved in writing in advance by the DECLARANT or his assigns.

ARTICLE XVI

All recreation and playground equipment, including but not limited to swings, swing sets, picnic tables, barbeque grills, merry-go-rounds, playpens, sandboxes, toys, etc., shall be located in the rear yard of the home and not in the front yard and must be kept in neat order. "Front yard" in this subdivision refers to that portion of the yard from the residence to the road. "Rear yard" refers to that portion of the yard from the residence to the back property line.

ARTICLE XVII

All cars shall be parked in an orderly and neat fashion and in a driveway, carport, or garage. No oversize commercial vehicles shall be allowed on any of the lots. No inoperable or unlicensed vehicles shall be allowed on any lot for more than thirty (30) days, the purpose of this restriction being to prohibit any junk cars being located in the subdivision. No major auto repairs or maintenance shall be conducted in the subdivision.

ARTICLE XVIII

All motorcycles shall be parked in an orderly and neat fashion in a driveway, carport, or garage. No motorized bicycle, moped, mini-bike, three-wheeler, four-wheeler, go-cart, or any other recreational vehicle generally manufactured for non-highway use may be ridden in subdivision. Nor shall such vehicles be ridden on the roads or on the lands designated as "Community Area" as shown on the subdivision plat.

ARTICLE XIX

All boats, campers, and travel utility trailers shall

be stored and place in a garage, carport, or in the rear yard of the home and not in the front yard, and must be kept in neat order.

ARTICLE XX

Enforcement of these covenants and restrictions shall be by proceedings of law or in equity against any person violating or threatening or attempting to violate any covenant and such proceedings may be either to restrain violation or to assess for damages.

ARTICLE XXI

Invalidation of any one of these covenants and restrictions or of any provisions herein set forth by Judgment or Court Order shall in no way affect the other provisions hereof, which shall remain in full force and effect.

ARTICLE XXII

The DECLARANT, or his duly authorized representative hereby reserves unto himself, his successors, legal representative, and assigns, a perpetual and releasable easement, privilege, and right on, over, and under the ground to erect, maintain, and use television cables, electric and telephone poles, wires, cables, conduits, drainage ditches, sewers, water mains, and other suitable facilities for drainage purposes or for the conveyance and use of electricity, telephone, gas, water, or other public conveyances or utilities on, in, or over all the easements reserved or shown on subdivision plat, together with the right of ingress and egress to and from the lands affected by such easements. The DECLARANT or his assigns shall have the unrestricted right and power to release such easements.

ARTICLE XXIII

Failure of the DECLARANT, their successors, and/or assigns to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XXIV

The DECLARANT reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company and/or Piedmont Electric Membership Corporation for

PAGE SEVEN

the installation of overhead and/or underground electric cables which may require an initial contribution, and/or the installation of street lighting, which will require a continuing monthly payment to Carolina Power & Light Company and/or Piedmont Electric Membership Corporation by the owner of each lot. Primary electric service lines throughout the subdivision shall be underground along the roadway. Primary electric service lines serving homes on individual lots in the subdivision shall be underground. This underground primary will follow individual lot property lines as closely as possible. Service from the transformer to the residence meter shall be underground. Primary underground costs shall be the financial responsibility of each lot purchaser/owner.

ARTICLE XXV

The DECLARANT, its heirs, successors, and assigns hereby reserve the right and easement to go upon any lots within the subdivision, on a temporary basis only, for the purpose of placing residential structures upon any adjacent lots. Any damage to such lots shall be promptly repaired by the DECLARANT or his assigns at its cost and such damaged lot shall be put in the same condition as before the encroachment.

ARTICLE XXVI

These covenants are to run with the lands and shall be binding on all persons claiming under them until January 1, 2101, 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 covered by these covenants, it is agreed to change said covenants in whole or in part.

If the parties, 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 any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant,

and either to prevent it, her, him, or them from so doing, or to recover damages or other dues for such violation.

ROAD MAINTENANCE AGREEMENT

ARTICLE 1

DEFINITIONS

Section 1. "Association" shall mean and refer to Riveroaks Property Owners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performances of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) maintained by the Association for the common use and enjoyment of the owners. The Common Area to be maintained by the Association at the time of the conveyance of the first lot are all of the Private Roads shown on the plat of the said property recorded in Plat Cabinet 6, Hanger \_\_\_\_\_, Person County Registry.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the Common Area.

Section 6. "Declarant" shall mean and refer to F & S Developers, a North Carolina general partnership, its successors and assigns.

ARTICLE 2

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be apurtenant to and shall pass with the



title to every lot, subject to the following provisions:

- (a) the right of the Association to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded;
- (c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE 3

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership who shall be composed of the owners.

ARTICLE 4COVENANT FOR MAINTENANCE ASSESSMENTSSection 1. Creation of the Lien and Personal

Obligation of Assessments. The Declarant, for each lot owned within the properties; hereby covenants, and each owner of any lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the roadway and of the homes situate upon the properties.

Section 3. Maximum Annual Assessment. (a) The maximum assessment may not exceed ONE HUNDRED DOLLARS (\$100) per year per lot without the approval of two-thirds (2/3) of those in attendance at a properly noticed meeting as set out in Section 4 wherein a quorum as defined herein is present.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first

such meeting called, the presence of member or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessment:  
Due Dates. The annual assessments provided for herein shall commence effective January 1, 1992. The Board of Directors shall fix the amount of the annual assessment against each lot. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments:  
Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgages.  
The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the

sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer except foreclosure, shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands and seals, the day and year first above written.

F & S DEVELOPERS

BY: James B. Fuller (SEAL)  
James B. Fuller, General Partner

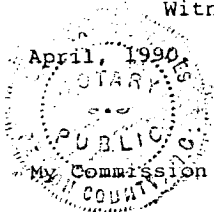
BY: Freddie M. Satterfield (SEAL)  
Freddie M. Satterfield,  
General Partner

NORTH CAROLINA

PERSON COUNTY

I, Deborah M. Bowes, a Notary Public of the aforesaid State and County, do hereby certify that James B. Fuller and Freddie M. Satterfield, General Partners of F & S Developers, a North Carolina general partnership, did personally appear before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official seal, this 24th day of



Deborah M. Bowes  
Notary Public

My Commission Expires: 4/12/94

NORTH CAROLINA

PERSON COUNTY

The foregoing certificate of Deborah M. Bowes a Notary Public of the governmental unit designated is certified to be correct. This instrument was presented for registration and recorded in this office at Book 208, Page 60. This the 25th day of April, 1990, at 12:45 o'clock P.M.

J. Ben Kirby  
J. Ben Kirby  
J. Ben Kirby, Register of Deeds

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NORTH CAROLINA

PERSON COUNTY

AMENDMENT TO  
RESTRICTIVE COVENANTS  
AND  
ROAD MAINTENANCE AGREEMENT  
RIVEROAKS

This Declaration and Agreement made and entered into this the 8th day of January, 1991, by and between F & S DEVELOPERS, a North Carolina general partnership, hereinafter referred to as Party of the First Part and ALL SUCCESSORS IN TITLE and their respective heirs and assigns of lots included within the lands hereinafter described, hereinafter referred to as Parties of the Second Part;

WITNESSETH:

THAT WHEREAS the above-named parties are all the owners of the lands hereinafter described; and whereas, said Party of the First Part desires to amend these Restrictive Covenants, which deal with said land, same being dated April 24, 1990, and recorded in Book 208, Page 60, Person County Registry;

NOW, THEREFORE, the Party of the First Part agrees that the lands hereinafter described shall be subject to the following additional Restrictive Covenants; and furthermore, the Party of the First herein agrees that Restrictive Covenants dated April 24, 1990, shall remain in full force and effect and the Restrictive Covenants and Road Maintenance Agreement hereinafter set out shall be in addition to the original Covenants and the said Covenants hereinafter set out shall control if there are any conflicts between the Restrictive Covenants set out below and those Restrictive Covenants set out in that instrument dated April 24, 1990.

The purchaser or owner of all lots or any portions of the lands hereinafter described for himself, herself, or itself, and for his, her, or its successors in interest, agree to the following Restrictive Covenants and Road Maintenance Agreement:

ARTICLE I

The land to which these covenants shall apply is described as follows:

Lying and being in Flat River Township, Person County, North Carolina, and being all of what are shown and designated as Lots 1 through 30 and that land designated as "community area" or roadways inclusive on that plat of survey made by Neal C. Hamlett, R.L.S. #2465, dated December, 1989, entitled "RIVEROAKS," and recorded in Plat Cabinet 6, at Hanger 12.3, Person County Registry; said plat being hereby specifically incorporated by reference.

ARTICLE II

The following language shall be added to Article 1, Section 4., of the Road Maintenance Agreement:

The Common Area shall also include that 4.23 acre tract designated as "Community Area" on that above-referenced plat.

ARTICLE III

The following language shall be added to Article 2 of the Road Maintenance Agreement as a new section:

Section 3. Disposition of Common Area if Association is Dissolved. In the event of dissolution of the Association, no individual or lot owner shall be entitled to any division of the property designated as "Community Area" and said property designated as "Community Area" and the balance of any money held by said Association after payment of all debts and obligations of the Association, shall be used or distributed or dedicated to a public body or conveyed to a non-profit organization with purposes similar to that of a public body.

IN TESTIMONY WHEREOF, the said Party of the First Part does hereby bind itself, its successors and assigns to the full performance of the above Covenants and that the said partners do hereby set their hands and seals the day and year first above written.

F & S DEVELOPERS

BY: James B. Fuller (SEAL)  
James B. Fuller, General Partner

BY: Freddie M. Satterfield (SEAL)  
Freddie M. Satterfield, General Partner

NORTH CAROLINA

PERSON COUNTY

I, Deborah M. Bowes, a Notary Public of the aforesaid State and County, do hereby certify that James B. Fuller and Freddie M. Satterfield, General Partners of F & S Developers, a North Carolina general partnership, did personally appear before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official seal, this 8<sup>th</sup> day of January, 1991.

Deborah M. Bowes  
Notary Public

My Commission Expires: 4/12/94

NORTH CAROLINA

PERSON COUNTY

The foregoing certificate of Deborah M. Bowes a Notary Public of the governmental unit designated is certified to be correct. This instrument was presented for registration and recorded in this office at Book 212, Page 96. This the 9th day of January, 1991, at 11:10 o'clock A.M.

J. Ben Kirby

J. Ben Kirby, Register of Deeds