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**NORTH RIVER CROSSING  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS**

**Declarant: SEABOARD DEVELOPMENT ALLIANCE, LLC**

**Date: January 27, 2012**

**Plats of North River Crossing, Phase One, are recorded in Plat  
Cabinet 6, Slides 189 and 190, Camden County Registry**

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STATE OF NORTH CAROLINA

COUNTY OF CAMDEN

Prepared by and return to:  
Thomas P. Nash, IV  
200 N. Water St. #2A  
Elizabeth City, NC 27909

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this 27<sup>th</sup> day of January, 2012 by SEABOARD DEVELOPMENT ALLIANCE, LLC A North Carolina Limited Liability Company, 1073 Bullard Court, Raleigh, North Carolina 27615, hereinafter referred to as "Declarant";

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property located in Shiloh Township, Camden County, State of North Carolina described in Exhibit A attached hereto and by this reference incorporated herein (the "Submitted Land"), and known as North River Crossing Subdivision.

Declarant also owns or hopes to acquire that real estate designated as "Additional Property" in the description attached as Exhibit B hereto, and may hereafter elect to subject all or any portion of that Additional Property to the provisions of this Declaration and the supplements and amendments thereto.

It is the intention of Declarant to further a plan of subdivision by means of the covenants, conditions and restrictions set forth in this Declaration. Said covenants, conditions and restrictions are intended to be common to all of the lots in North River Crossing Subdivision and to enhance and protect the value, desirability and attractiveness of all such lots to their mutual benefit.

NOW, THEREFORE, Declarant hereby declares that the property described in Exhibit A to this instrument shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I  
DEFINITIONS**

The definitions contained in Section 47F-1-103 and the Planned Community Act shall apply to this Declaration and to the Planned Community. Additional definitions are as follows:

Section 1.        "**Affiliate**" means the partners and designated officers or directors of the partners, members or manager(s) of the Declarant, as designated by the Declarant.

Section 2.        "**Association**" shall mean and refer to North River Crossing Homeowners' Association, Inc., its successors and assigns.

Section 3.        "**Common Area**" shall mean all of the real property designated as such in any supplemental Declaration or plats; all real property which may be later annexed to the Subdivision as Common Area; and all real property acquired by the Association, whether from the Declarant or otherwise, together in each instance with all improvements which may be at any time constructed thereon including, but not limited to, recreational and community facilities, lakes, parks, private streets and roads, which includes the street and road right-of-ways that may become a part of the Subdivision.

Section 4.        "**Declarant**" shall mean and refer to SEABOARD DEVELOPMENT ALLIANCE, LLC, a North Carolina limited liability company, its successors and assigns if such successors and assigns are designated as Declarant in a written instrument executed by the assignor Declarant and recorded in the land records of Camden County, North Carolina.

Section 5.        "**Declarant Control Period**" means the period of time, as may further be described in the Articles of Incorporation and the Bylaws, in which the Declarant, its successors or assigns, has the authority to appoint and remove

the members of the Association's Board of Directors and officers of the Association. The Declarant Control Period continues until terminated by the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association.

Section 6.        "**Design Guidelines**" means and includes the Declarant and/or the Architectural Standards Committee's design rationale and strategy and architectural review process (hereinafter "Design Guidelines"), as more thoroughly described in the Handbook that has been prepared by the Declarant and which governs the architectural requirements and procedures applicable to all new construction and landscaping and all modifications, improvements, additions and alteration to existing construction and landscaping within the Properties and which details the application and review process required for all new construction and landscaping and all modifications, improvements, additions and alterations to existing construction and landscaping within the Properties. The Design Guidelines may be altered, amended, changed, revised and rescinded unilaterally by the Declarant or the Architectural Standards Committee. The Design Guidelines shall apply to all Lots which are subject to this Declaration, as may be amended or supplemented from time to time. The Design Guidelines may prohibit or restrict signage, flags and other displays and similar improvements on a Lot or inside a structure and visible from an adjacent street or Lot, including the Flag of the United States and the North Carolina Flag and political signs and associated support structures.

Section 7.        "**Handbook**" means the document prepared by the Declarant which includes the Design Guidelines and the authority of the Architectural Standards Committee, and which may be amended unilaterally from time to time by the Declarant or the Architectural Standards Committee, their successors and assigns. The Handbook is expressly incorporated by reference to this Declaration.

Section 8.        "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 9.        "**Managing Agent**" or "**Management Agent**" means the professional management entity and its employees or person that is chosen by the Board of Directors to manage the Association in accordance with the Declaration, Articles of Incorporation and Bylaws, and is authorized by the Board of

Directors. The Managing Agent may include those members or affiliates of Seaboard Development Alliance, LLC.

Section 10. "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 performance of an obligation.

Section 11. "Properties" shall mean and refer to the Submitted Land hereinbefore described, and such Additional Property as may hereafter be added by Supplemental Declaration of Restrictive Covenants.

Section 12. "Supplemental Declaration" means, in the case of real property being annexed to North River Crossing, the Supplemental Declaration of Declarant that is recorded in the Register of Deeds for Camden County, North Carolina, and which incorporates the provisions of this Declaration therein by reference. The Supplemental Declaration shall include a description of the real property in North River Crossing subjected to the provisions of this Declaration and shall designate the permissive uses for such property, which may contain additional or different restrictions as contained in this Declaration.

## **ARTICLE II PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The duty and responsibility of the Association to regulate and maintain the stormwater management facilities, including the culverts, situated upon the Common area;

B. The right of the Association to fine an Owner for any violation in the use of any Common Area;

C. 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 (2/3rds) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, 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 III  
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership.

A. Classes of Members. There shall be Class A Members, Class B Members, Affiliate Members and Associate Members.

B. Members.

(a) Class A Members shall be each Owner, by reason of ownership of a Lot within the Development, who shall be a member of the Association.

(b) Class B Members shall mean and refer to the Declarant, Seaboard Development Alliance, LLC, its successors or assigns.

(c) Affiliate Members shall mean and refer to Affiliates who own a Lot that is exempt from paying any annual, special or specific assessment until such time as a certificate of occupancy has been issued for the Lot by Camden County. Upon issuance of a certificate of occupancy on the Lot by Camden County, the Affiliate Member shall be subject to annual, special and/or specific assessments in the same manner as all Class A Members.

(d) Associate Members, if not otherwise a member, each of the following shall be Associate Members of the Association:

(1) The spouse and children of a Member who have the same principal residence as the Member;

(2) Persons, other than Owners, who may be tenants or regular occupants of dwellings situated within the Development; and

(3) Persons who by virtue of contractual agreements with the Developer are entitled to membership in the Association.

C. Rights, Privileges and Obligations. The rights, privileges and obligations of membership in the Association are set forth in its Articles of Incorporation, this Declaration and the Bylaws.

D. Voting. All Class A, Class B and Affiliate Members shall have one vote per Lot, in addition to other rights reserved for the Declarant.

#### **ARTICLE IV ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owner of any Lot, unless exempt pursuant to Section 11 of this Article, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments, (2) Special Assessments for capital improvements and necessary expenditures, and (3) Specific Assessments, such assessments to be established and collected as hereinafter provided. The Annual, Special and Specific 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. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas, which improvements and maintenance shall include but not be limited to the following:

A mowing, mulching and general landscaping reasonably necessary for the upkeep of the Common Areas;

B cleaning out and maintaining the stormwater management facilities, including culverts and ditches, as may be reasonably required from time to time and any expense necessary for the renewal of stormwater permits as required by any governmental authority;

C payment of any other electrical charges utilized by or for the Common Areas and the procurement of any insurance reasonably necessary to insure the Common Areas; and

D. payment for the services of accountants, lawyers, management agents and other professionals as may from time to time be reasonably needed by the Association.

Section 3. Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$120.00 per Lot to be paid quarterly.

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by not more than twenty percent (20%) above the maximum assessment for the previous year without a vote of the membership.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above twenty percent (20%) by the affirmative vote, in person or by proxy, of two-thirds (2/3rds) of all Lot Owners at a meeting duly called for this purpose.

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

D. Any fines levied by the Association against an Owner together with interest, late charges and attorney fees shall be considered an "assessment" as defined herein.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year in accord with the North Carolina Planned Community Act for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or major expenditure by the Association,

including fixtures and personal property related thereto, provided that any such assessment shall have the affirmative vote, in person or by proxy, two-thirds (2/3rds) of all Lot Owners at a meeting duly called for this purpose.

Section 5. Specific Assessments. The Board shall have the power specifically to assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board may specifically assess Lots for the following Association expenses:

A. Expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among the Lots which are benefited according to the benefit received.

B. Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or quarterly basis provided, however, the Association shall have the authority to levy assessments against less than all Lot Owners, as may be more specifically described in a Supplemental Declaration or the Bylaws.

Section 7. Commencement of Assessments; Due Dates. The Lots included in the Properties described herein shall become subject to assessments upon recordation of this Declaration. Thereafter, a Lot shall be subject to assessments on the first day of the month following the month in which a plat thereof has been recorded in the land records for Camden County, North Carolina and such property has been annexed into the Subdivision pursuant to a Supplemental Declaration referring to this Declaration, made in accordance with the provisions hereof and recorded in the land records for Camden County, North Carolina.

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. 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 8. 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 date of delinquency at the rate of eighteen percent (18%) per annum. The Association may impose reasonable charges for late payment of assessments, not to exceed the greater of Twenty Dollars (\$20.00) per month or ten percent (10%) of any assessment installment unpaid and, after notice of an opportunity to be heard, suspend privileges or services provided by the Association during any period that assessments or other amounts due and owing to the Association remain unpaid for a period of thirty (30) days or longer. The Association may file a lien of record against any Lot where there remains an assessment unpaid for a period of thirty (30) days or longer. Any such lien shall be filed in the office of the Clerk of Superior Court of Camden County in a manner provided by Article 8 of Chapter 44 of the North Carolina General Statutes. In the event that the assessment remains unpaid after sixty (60) days, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in like manner as a mortgage on Real Estate under power of sale under Chapter 45 of the North Carolina General Statutes. All fees, charges, late charges, fines, interest and reasonable attorney fees are enforceable as assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Area or abandonment of his Lot. If any assessment payment is due in installment payments, the Board may accelerate all installment payments due through the end of the fiscal year in the event of untimely payments. All payments shall be applied to costs and attorney's fees, then to late charges, then interest and then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of the suit in order of their coming due, and then to any unpaid installments of the annual

assessment or special assessments which are the subject matter of suit in order of their coming due.

Section 9. Advancements and Borrowing During Declarant Control. For so long as the Declarant has the authority to appoint the Directors of the Association, Declarant may: (i) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual and special assessments collected by the Association in any fiscal year and such advances shall be evidenced by promissory notes from the Association in favor of the Declarant; or (ii) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local area of the Properties. The Declarant in its sole discretion may guarantee repayment of such loan, if required by the lending institution, but no mortgage secured by the Common Area or any of the improvements maintained by the Association shall be given in connection with such loan.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any valid 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 shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exemptions.

A. Exemption for Affiliates. Any Affiliate who owns a Lot is exempt from paying any annual, special or specific assessment until such time as a certificate of occupancy has been issued on the Lot by Camden County. Upon the issuance of a certificate of occupancy on the Lot by Camden County, the Affiliate shall be subject to all annual, special and specific assessments in the same manner as all Class A Members.

B. Declarant. The Declarant, its successors or assigns, shall be exempt from all annual, special and specific assessments levied against any Lot which it owns.

C. Common Area. All Common Area shall be exempt from all assessments contemplated by the Declaration.

D. Other Exempt Property. All property dedicated to and accepted by any governmental authority or public utility, including without limitation public schools, public streets and public parks, if any, shall be exempt from all assessments contemplated by the Declaration.

**ARTICLE V  
ARCHITECTURE, MAINTENANCE AND USE**

Section 1. Residential Use. All lots shall be used for residential purposes only, consistent with R-2 Residential District Zoning as defined in the Camden County Code of Ordinances as revised from time to time. No dwelling shall be erected on any Lot other than one detached single-family dwelling not to exceed two and one-half (2½) stories in height, and a one or two-car garage.

Section 2. Built Upon Area. Consistent with the Storm Water Management permit from DEHNR for North River Crossing Subdivision, the allowable built upon area per lot in North River Crossing Subdivision shall not exceed 5,000 SF per lot. "Built Upon Area" shall mean that portion of the Lot which is covered by impervious or partially pervious cover including right of way, buildings, pavement, walkways or patios of brick, stone or slate, but not including wood decking. This requirement as to "built upon" area shall not be waivable. This covenant is intended to ensure continued compliance with the storm water permit issued by the State of North Carolina. All lots shall be crowned such that the grade of the lot at the dwelling location is a minimum of 8" above the top of the curb of the street immediately adjacent to the lot on the same side of the road as the lot and the finished floor elevation of the dwelling is a minimum of 18" above the aforementioned lot crown grade.

Section 3. Combination of Lots. When one Owner acquires two or more adjoining lots, then and in that event, the adjoining lots may be used as one building site. No lots may be resubdivided for the purpose of creating additional lots.

Section 4. Architectural Control. No building or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications

showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant or an Architectural Standards Committee composed of two (2) or more representatives appointed by the Declarant or the Association. Any and all new construction and landscaping and all modifications, improvements, additions and alterations to existing construction and landscaping within the Properties shall be in accord with the Design Guidelines as more thoroughly described in the Handbook as altered, amended, changed, revised or rescinded unilaterally from time to time by the Declarant or the Architectural Standards Committee. In the event the Declarant, or the Architectural Standards Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 5. Setback Restrictions. No building, including accessory and storage buildings, shall be erected or maintained on any lot closer than the front, side and rear setback lines shown on any plat for North River Crossing approved by the County of Camden and recorded in the Camden County Register of Deeds Office. Any accessory or storage buildings which may be built shall not occupy more than ten percent (10%) of the gross lot area, must be built to the rear of the principal building and if built on the side of a lot abutting a side street, any accessory building shall not project beyond the full front yard setback requirement of that street. For the purposes of these Covenants, eaves, steps, decks and open porches shall not be considered as a part of a building.

Section 6. Type, Design and Construction.

A. No trailer, mobile home, manufactured home or modular home (as hereinafter defined), basement, log home, tent, shack, garage apartment, barn, truck campers, truck camper shells or other accessory building shall be erected on any lot or used as a residence thereon; but this shall not prevent the erection of exterior storage buildings, detached garages or other accessory buildings after a dwelling has been constructed on any particular lot. Any such accessory building must meet the requirements set out below in paragraphs B and C in addition to the requirements set out in Section 4 of Article V. It is specifically the intention and purpose of this covenant to prohibit the location of any manufactured home as defined in

NCGS §143-145 and any structure for which a "Label of Compliance" as defined in NCGS §143-145 is issued, including but not limited to those structures which are generally referred to as mobile homes, trailers, relocatable houses, or similar type structures on the property. "Modular construction" of walls, floor systems, roof trusses, and other portions of the structure shall be permitted providing that it is a full floor joist system not supported by chassis or steel frame. Fabrication shall not be limited to the building lot.

B. The design of all buildings erected or moved onto any lot (including exterior storage buildings, detached garages, other accessory buildings, and modifications or structural additions to the main dwelling) shall be subject to the approval of the Architectural Standards Committee as stated in Section 4 hereof. In any event, the design of the proposed building must be in harmony with the existing structures in this subdivision and the house plans, height and elevations must be in accord with the Camden County Code of Ordinances as same is amended from time to time.

C. All dwellings must contain a minimum of 1,100 square feet of heated floor area, have minimum roof pitches and be constructed of certain materials all as set out in the Handbook of Design Guidelines as amended from time to time and as approved by the Architectural Standards Committee. Exterior storage buildings, detached garages, other accessory buildings, and modifications or additions to the main dwelling must be constructed out of the same materials as the main dwelling, and must have the same color and general appearance as the main dwelling. It is the express intention of the Declarant to maintain a uniform plan of development with respect to design, size, type, cost and general appearance of all structures upon the lots in the subdivision.

D. All construction and any alteration to original structures shall be completed within twelve months from the commencement of construction unless an extension is granted in the sole discretion of the Architectural Standards Committee.

Section 7. Animals and Household Pets. No animals shall be kept on the property other than household pets; and no household pets may be kept, bred, or maintained for any commercial purpose. Control of such pets is the responsibility of the owner, and all pets shall be kept inside, or within an approved fenced area, or upon a leash.

Section 8. Nuisances. It shall be the duty of each Owner to keep his or her property in a neat and tidy condition, well maintained, with no unsightly debris or litter or the like in view. No noxious or offensive trade or activity shall be carried on or maintained on any lot, nor shall any activity be conducted which constitutes an annoyance or nuisance to the neighborhood. If yards are not properly maintained, they shall be cleaned up at the owner's expense. Junk cars, blocked-up cars, inoperative machinery and similar eyesores shall not be placed or permitted to remain on the property. No mechanical or maintenance work shall be done on cars or other machinery or equipment in the front yard or side yard of any home, or in the street in front of any home. Such work may be done only in back yards. Boats, recreational vehicles, semi-trucks, trailers, campers, boat trailers and other similar vehicles may not be parked in the front yard or side yard of any home, or in the street in front of any home. All such boats and vehicles may be parked only in the back yard behind a home and no more than two such vehicles may be parked on the lot at any one time. There shall be not more than four motor vehicles per home, and all must be in good running order.

Section 9. Maintenance of Ditches. It shall be the obligation of each Owner to maintain, to the original construction depth, all drainage ditches located on or immediately adjacent to his or her lot. Notwithstanding the foregoing sentence, it shall be the duty of the Association to maintain, to the original construction depth, all major conveyance ditches located on the Properties. Any construction of culverts or other construction along or across said ditches must be done so that the free flow of water from drainage is not interrupted or interfered with. If an Owner elects to tile the entire ditch running along his or her property, then such Owner must install a catch basin at one of his or her property lines, which catch basin must meet North Carolina Department of Transportation and County of Camden standards and must be approved in writing by the Declarant or the Architectural Standards Committee.

Section 10. Fences. No fence or other obstruction shall extend nearer the street than the midway line of the main dwelling constructed on the Lot. Any fence built in the Subdivision must comply with the Handbook of Design Guidelines as same is amended from time to time as to design, height, type and general appearance and must be approved by the Declarant or the Architectural Standards Committee.

Section 11. Easements Retained by Declarant. The Declarant reserves for itself, its heirs, successors, and assigns, an easement in, and right at any time in the future to grant a right of way under, over, and along an area ten (10) feet in width from 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 service, cable television, or other utilities including water and sewer service and for drainage purposes with right of ingress, egress and regress from and across said premises for duly authorized maintenance personnel. Also, easements for drainage and utilities are reserved as shown on the recorded plat heretofore mentioned and on any plat recorded adding Additional Property to the subdivision.

Section 12. Temporary Easements Reserved by Declarant. The Declarant reserves for itself, its heirs, successors, and assigns, a temporary easement to place directional signs upon any of Properties, in order to assist prospective purchasers in locating other lots or houses which are for sale in this subdivision, or other phases or in other future subdivisions placed on adjoining lands presently owned by the Declarant.

Section 13. Street Lighting. The Declarant reserves the right to subject the Properties to a contract for the installation of street lighting, the installation, upkeep and maintenance of which would be paid by the Association as a part of the annual assessments.

**ARTICLE VI  
ADDITIONAL PROPERTIES SUBJECT TO THESE RESTRICTIONS**

Section 1. Additional Properties. Declarant has the right to make the Additional Property described on Exhibit B attached hereto subject to this Declaration of Restrictive Covenants. Such additions may be annexed by the Declarant without the consent of Association members during the Declarant Control Period. The additions shall be made by filing of record a Supplemental Declaration of Restrictive Covenants with respect to the Additional Property which shall extend the scheme of this Declaration to such property. Such Supplemental Declaration may contain such complementary additions and modifications of this Declaration as may be necessary to reflect the differing needs, if any, of the added properties in the sole discretion of

its cost and attorney fees in any action brought against an Owner and/or occupant.

Section 2. Suspension of Privileges. The Board may suspend all voting rights, if any, and all rights to use the Association's property of any owner for any period during which any Association assessment or other obligation remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such Owner after the existence thereof has been declared by the Board.

Section 3. Cumulative Rights; Waiver. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy with respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

Section 4. Right of Entry. The Declarant, its designees, the Architectural Standards Committee and the Association has the authority, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to perform maintenance pursuant to the Declaration and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws any Supplemental Declaration, Design Guidelines and the rules of the Association; provided, nothing herein shall authorize any person to enter any dwelling or other building constructed on a Lot without permission of the Owner unless reasonably believed to be necessary to avoid an eminent threat of personal injury or personal damage. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner and shall not constitute a trespass.

Whenever the Board is permitted in this section to correct, repair, enhance, improve, clean, preserve, clear out, remove or take any action on any Lot in order to correct a violation by the Owner thereof of these Covenants, the cost of such action (the "Cost of Corrective Action") shall, together with interest thereon at the judgment rate of interest from the date on which such Cost of Corrective Action becomes due and payable, as well as the costs of collection therefor, including reasonable attorney's fees, shall be a charge and continuing lien on the Lot and any improvements thereon enforceable in accordance with the provisions of the laws, and such Cost of

Corrective Action shall also be a personal obligation of the Owner of such Lot. The Cost of Corrective Action shall be billed at the completion of such corrective action and all bills shall be due and payable thirty (30) days from the date of mailing thereof.

**ARTICLE VIII  
GENERAL PROVISIONS**

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 2. Term and Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties and all parties claiming an interest therein until 2040, after which the same shall be extended for successive periods of ten (10) years each. This Declaration may be amended in either of the following ways:

A. Unilaterally by the Declarant prior to the termination of the Declarant Control Period.

B. At any time prior to the expiration of Declarant's Veto Power, with the consent of the Declarant and by the affirmative vote, in person or proxy, or written consent or any combination thereof, of two-thirds (2/3rds) of all Lot Owners.

C. After the expiration of the Veto Power, by the affirmative vote, in person or proxy, or written consent, or any combination thereof of two-thirds (2/3rds) of all Lot Owners.

D. Declarant reserves, in the sole discretion of Declarant, the right to amend, modify or add to these Covenants and Restrictions on an individual basis pursuant to an individual purchaser requests and requirements. Such modifications or amendments in accordance with this paragraph will be accomplished by specific language in the individual deeds or supplementing these Covenants by separate recorded instrument.

Section 3. Litigation. No judicial or administration proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of each of the Classes of members and a majority of the Board of

Directors. This Section shall not apply, however to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the Declarant or is approved by the percentage votes and pursuant to the same procedures necessary to institute proceedings as provided above.

Section 4. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration or the Bylaws shall be unlawful, void, or voidable or violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 5. Captions. Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

Section 6. Conflicts. If there are conflicts or inconsistencies between the provisions of federal law, state law, this Declaration, the Articles of Incorporation, and the Bylaws, the provisions of federal law, state law, this Declaration, Articles of Incorporation and the Bylaws (in that order) shall prevail.

IN TESTIMONY WHEREOF, Declarant, Seaboard Development Alliance, LLC, a North Carolina limited liability company, has executed this Declaration of Covenants, Conditions and Restrictions for North River Crossing on this 27<sup>th</sup> day of JANUARY, 2012.

SEABOARD DEVELOPMENT ALLIANCE, LLC,  
A North Carolina limited liability company

By: [Signature] (SEAL)  
Timothy S. Hess, Member/Manager

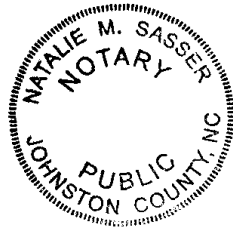
STATE OF NORTH CAROLINA  
COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, certify that Timothy S. Hess, Member/Manager of Seaboard Development Alliance, LLC personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 27<sup>th</sup> day of January, 2012.

My commission expires:  
07/20/2014

Natalie M. Sasser  
Notary Public  
Printed Name of Notary:  
Natalie M. Sasser



R/north river restrictive covenants 1-26-12

EXHIBIT A

SUBMITTED LAND

All those certain lots or parcels of land located in Shiloh Township, Camden County, North Carolina and more particularly described as follows:

Being all of Lots 1 through 4, as described and delineated on that certain plat of record entitled "Plat of Minor Subdivision, North River Crossing, Phase One" by Robert D. Mann, Professional Land Surveyor, dated September 2, 2010, recorded in Plat Cabinet 6, Slides 189 and 190, Camden County Registry.

EXHIBIT B

ADDITIONAL PROPERTY

TRACT ONE:

All that certain lot or parcel of land located in Shiloh Township, Camden County, North Carolina and more particularly described as follows:

Being all of Parcel B, as described and delineated on plat entitled in part "Recombination Plat, Parcel A and Parcel B, Property of James R. Williams", by Robert D. Mann, Professional Land Surveyor, dated July 15, 2010, recorded in Plat Cabinet 6, Slide 179, Camden County Registry, LESS AND EXCEPTING property described in a Deed from James R. Williams and wife, Darlene D. Williams to Bonnie Taylor and husband, Arthur Taylor, dated May 24, 2010 recorded in Deed Book 286, Page 767, Camden County Registry.

TRACT TWO:

All those certain lots or parcels of land located in Courthouse Township, Camden County, North Carolina more particularly described as follows:

Parcel One:

BEGINNING at a point located on the South right of way of State Road No. 1122, and said point being 626.3 feet South of the Williams Tract, and said point being the Northwest corner of the J.T. Wright property; and from said beginning point South 15 deg. 08' East 1723.6 feet along the J.T. Wright property to a point; thence South 75 deg. 28' West 253.6 feet to a point; thence North 15 deg. 08' West 1765.1 feet to a point on the South right of way of State Road No. 1122, and said point being 258.2 feet North of the Dough property; thence along the South right of way of said Road North 84 deg. 45' East 257.4 feet to the point and place of beginning, and containing 10.15 acres according to that plat prepared by Charles E. Brown, III, Registered Surveyor, entitled "James Randolph Williams, Camden County, North Carolina, Courthouse Township, Scale 1 inch = 200 feet, Mar. 24, 1983", which plat is recorded in Deed Book

77, Page 737, Camden County Registry, and made a part of this instrument as if herein copied word for word.

Parcel Two:

BEGINNING at a point located on the South right of way of State Road No. 1122, said road being commonly known as "Ditch Bank Road", and said corner being the Northeast corner of the J.C. Brothers lot, where he and his wife presently reside, and from said point of beginning, North 84° 45' East 173.20 feet along the South right of way of State Road No. 1122 to a point, being the Northwest corner of the property conveyed from the herein Grantors to the Grantee herein, by deed recorded in Book 77, Page 736 in the Office of the Register of Deeds of Camden County; thence along the property of the James Randolph Williams South 15° 08' East 1765.1 feet, more or less to a point, being the property line of J.T. Wright, as acquired by the said J.T. Wright from the herein Grantors by deed recorded in Book 74, Page 581 in the Office of the Register of Deeds of Camden County; thence South 75° 28' West 253.30 feet more or less along the James T. Wright property to the center of a ditch; said point being a corner of the Forehand and Dough property; thence along the center of a ditch, and the Forehand and Dough property, North 15° 10' West 1577.50 feet more or less to a point, being the Southwest corner of the J.C. Brothers lot; thence North 84° 45' East 85.0 feet to a point; thence North 15° 43' West 206.0 feet to a point on the South right of way of State Road No. 1122, being the point and place of beginning.

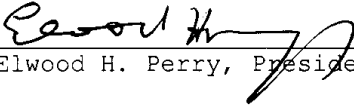
Declarant. However, this reservation shall in no way be construed as a requirement on the part of the Declarant to make such Additional Property subject to this Declaration.

Section 2. Annexation. Subject to the consent of the Owners thereof, the Association may annex real property other than that described on Exhibit B or which Declarant now owns or subsequently becomes the owner of, to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of two-thirds (2/3rds) of the Membership votes of the Association, other than the Class B Membership, which are present at a meeting duly called for such purpose and the consent of the Declarant, so long as Declarant owns the property subject to this Declaration or which may become subject hereto in accordance with this Article.

**ARTICLE VII  
ENFORCEMENT**

Section 1. Enforcement and Compliance. Declarant and including the Association, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provisions of this Declaration and the court in such action may award the prevailing party reasonable attorney expenses in prosecuting such action, including costs and attorney fees. Every Owner and occupant of any Lot shall comply with all lawful provisions of this Declaration, the Bylaws, Design Guidelines and the Rules and Regulations of the Association as published from time to time. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association acting through its Board of Directors or, in a proper case, by an aggrieved Lot Owner or Owners. In addition, the Declarant, the Association and each person to whose benefit this Declaration inures, may avail itself of any and all remedies provided in this Declaration or the Bylaws and by the North Carolina General Statutes. All rights, remedies and privileges granted to the Association pursuant to any terms, provision, covenant or condition of this Declaration, the Bylaws of State law shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Declaration or at law or in equity. The Declarant and the Association shall also be entitled to receive

DECLARANT  
SEABOARD DEVELOPMENT ALLIANCE, LLC,  
A North Carolina limited liability company  
BY: EHP Land Co., Inc., Member/Manager


By:  (SEAL)  
Elwood H. Perry, President

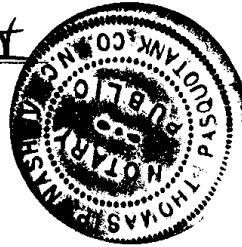
STATE OF NORTH CAROLINA  
COUNTY OF YASQUOTANK

I, a Notary Public of the County and State aforesaid, certify that Elwood H. Perry personally came before me this day and acknowledged that he is President of EHP Land Co., Inc., Member/Manager of Seaboard Development Alliance, LLC, and that he being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 3rd day of February, 2012.

My Commission Expires:  
8/7/2012

  
Notary Public  
Printed Name of Notary:  
THOMAS P. NASH



SEABOARD DEVELOPMENT ALLIANCE, LLC,  
A North Carolina limited liability company  
BY: W G III, Inc., Member/Manager

By: [Signature] (SEAL)  
Wilson Greene, III, President

STATE OF NORTH CAROLINA  
COUNTY OF Chowan

I, a Notary Public of the County and State aforesaid, certify that Wilson Greene, III personally came before me this day and acknowledged that he is President of W G III, Inc., Member/Manager of Seaboard Development Alliance, LLC, and that he being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 27<sup>th</sup> day of January, 2012.

My Commission Expires:  
4/17/2012

[Signature]  
Notary Public  
Printed Name of Notary:  
SUSAN S. SMALL

