

ADMITTED TO RECORD
12 DAY OF May 1995
AT 12:48 P.M.

BOOK PAGE
1882 0128

MARY SUE GOTS
REGISTER OF DEEDS
NEW HANOVER COUNTY

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS
OF
RIVER ISLAND, SECTION 1

THIS DECLARATION OF RESTRICTIONS, made this the 12 day of May, 1995, by **SANCO OF WILMINGTON SERVICE CORPORATION**, a North Carolina Corporation, herein referred to as "Developer";

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W I T N E S S E T H :

THAT Developer is the owner of all of the interest and equity in that certain tract of land known as Lot 5, Section 1, RIVER ISLAND, and it is the desire of the Developer, to ensure the use of said property for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each lot owner in RIVER ISLAND, the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his lot than is necessary to ensure the same advantages to the other lot owners in the subdivision.

NOW, THEREFORE, the Developer does hereby covenant, agree and declare to and with all persons, firms, or corporations owning or hereafter acquiring Lot 5, Section 1, RIVER ISLAND, as shown upon a map recorded in Map Book 34 at Page 381, of the New Hanover County Registry, that said lot is hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, and that all of the lots to be sold in RIVER ISLAND, to be shown on future maps to be recorded in the New Hanover county Registry, shall be made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

1. RESIDENTIAL USE ONLY: All lots in said subdivision shall be known as single-family residential lots, and shall be used for residential purposes only.

2. SIZE OF STRUCTURES: Only single family dwellings will be allowed. The inclusion of detached servant's quarters or "mother-in-law quarters" shall not be considered a violation of this restriction. No one-story dwelling containing less than 2,400 square feet of heated floor space will be allowed on any lot in the Subdivision. No two-story dwelling containing less than 2,800 square feet of heated floor space will be allowed on any lot in the Subdivision. No three-story dwelling containing less than 3,000 square feet of heated floor space will be allowed on any lot in the Subdivision.

RETURNED TO *Yulanda Woodell* 791-0080

A detached or attached garage for not less than two (2) cars must be constructed on each lot in the Subdivision at the time of construction of the primary dwelling located thereon.

In cases where the square footage area computed as provided herein is not more than ten percent (10%) below the minimum requirements established herein, the Developer or its designated agents may, in its sole discretion, approve the construction of the dwelling if it is in conformity with the general development of the Subdivision.

Driveways on each lot shall be constructed of black or dark gray concrete, brick, asphalt, exposed aggregate or other material approved by the Developer.

3. DETACHED STRUCTURES: All detached structures, including pump houses, constructed on any lot in the Subdivision shall conform to the design and material specifications and colors approved for the dwelling constructed thereon.

4. PIERS: No individual pier construction shall be allowed on any of the individual private lots.

5. EXTERIOR COMPOSITION: No concrete block, concrete brick, asbestos siding, aluminum siding, cinder block or tar paper composition shall be used for the exterior of any dwelling constructed on any lot located in the Subdivision, it being intended that only conventional frame, clay brick, stucco, or vinyl exteriors be constructed on the lots subject to these covenants.

6. SETBACK REQUIREMENTS: Since the establishment of standard inflexible building setback lines for the location of houses on lots tends to force construction of houses directly to the side of other houses with detrimental effects on privacy, views, preservation of important trees and other vegetation, ecological, and related considerations, no specific setback lines are established by these restrictions. In order to assure, however, that the foregoing considerations are given maximum effect, the Developer reserves the right to control and approve absolutely the site and location of any structure upon any lot.

7. PROHIBITED USES: No lot located within the Subdivision shall ever be used for business, manufacturing, commercial or professional purposes, it being intended that all lots are restricted to residential use only.

8. TEMPORARY STRUCTURES: No house, trailer, mobile home, tent, shack, garage, or temporary structure of any nature, shall be located on any lot or used at any time as a dwelling, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

9. FENCING: The Developer reserves the right, in its sole discretion, to approve all fencing plans for any lot in the Subdivision. Any owner of any lot who desires to erect a fence thereon must first submit a perimeter plan for said fencing, along with the specifications on materials and design to the Developer and obtain the Developer's approval prior to the beginning of construction of said fence. Developer encourages fencing, but it must be of an historical style.

10. CLOTHES LINES: The outdoor drying of clothes and the erection of outdoor clothes lines or similar devices in the Subdivision shall be subject to the approval of the Developer, and then only when thoroughly screened from view.

11. YARD SALES: No yard sales or garage sales shall be permitted upon any lot in the Subdivision.

12. SIGNS: No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot, except that one sign per lot, not to exceed five (5) square feet in area, may be used to advertise a completed dwelling for sale. No "For Sale" signs are allowed on any unimproved lot. This covenant shall not apply to signs erected by the Owner of the lot (individual or Developer) used to identify and advertise the Subdivision as a whole, by the general contractor/builder of the residence doing the construction, or by a bank or mortgage bank advertising that it has provided the financing for said construction, provided that such financing advertising is included on and made a part of the general contractor's/builder's sign.

13. FUEL TANKS, STORAGE RECEPTACLES, ETC.: No fuel tanks or similar storage receptacles located on any lot may be exposed to public view. Any such receptacles must be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

14. ANTENNAE, SATELLITE DISHES: Possession and placement of television antennae, or television or radio satellite dishes on any lot in the Subdivision shall require the express written approval of the Developer. Thorough and effective screening for the same shall be one of the essential conditions for the granting of such approval by the Developer.

15. ANIMALS, NUISANCES:

(a) No noxious or offensive activity shall be carried on or maintained on any lot or part of any lot, nor shall any use be made of any portion of said property which may be or may become an annoyance or nuisance to the neighborhood.

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RECORDED AND VERIFIED

MAY 25 1996

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER
NEW HANOVER CO. NC

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AMENDED
DECLARATION OF RESTRICTIONS
OF
RIVER ISLAND, SECTION 1
and
DECLARATION OF RESTRICTIONS
OF
RIVER ISLAND, SECTION 2

THIS AMENDED DECLARATION OF RESTRICTIONS OF RIVER ISLAND, SECTION 1 and DECLARATION OF RESTRICTIONS OF RIVER ISLAND, SECTION 2, made this the 25th day of January, 1996, by SANCO OF WILMINGTON SERVICE CORPORATION, a North Carolina Corporation, herein referred to as "Developer";

WHEREAS, SANCO OF WILMINGTON SERVICE CORPORATION has heretofore subjected Lot 5, Section 1, RIVER ISLAND, as shown on a map recorded in Map Book 34 at Page 381, of the New Hanover County Registry, to certain Restrictions which are recorded in Book 1882 at Page 0128, of the New Hanover County Registry; and

WHEREAS, the Developer has subsequently caused to be recorded a plat of Lot 7, RIVER ISLAND, Section 2, as shown on a map recorded in Map Book 35 at Page 256 of the New Hanover County Registry; and

WHEREAS, Paragraph 29 of the said Declaration of Restrictions allows the Developer to amend the said Restrictions, in whole or in part, at any time prior to December 31, 2005, without the consent or joinder of any owner of any lot in said subdivision; and

WHEREAS, the Developer desires to amend the said Declaration of Restrictions recorded in Book 1882, at Page 128, of the New Hanover County Registry, and to further subject Lot 7, Section 2, of RIVER ISLAND, to the said Declaration of Restrictions as herein amended;

NOW THEREFORE, the Developer amends the said Declaration of Restrictions of RIVER ISLAND, Section 1, by adding Paragraph 16 (h) as follows:

" 16. (h) In keeping with the intent of the Developer to create a "historic looking" neighborhood, each lot owner shall construct, or cause to be constructed, a connection strip, at least ten feet in width, between each driveway located on each lot and the street adjacent to the lot, said strip to be constructed of brick, stone, or similar materials such that an old, historic style is created. The materials to be used for the construction of such strip, as well as the dimensions, shape, and construction of the strip, shall be approved by the Developer prior to the beginning of construction.

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But except as herein amended, the said DECLARATION OF RESTRICTIONS OF RIVER ISLAND, SECTION 1 and all portions thereof, are, and the same shall remain, in full force and effect.

AND FURTHERMORE, the Developer hereby declares that Lot 7, Section 2, RIVER ISLAND, as shown on that map recorded in Map Book 35 at Page 256, of the New Hanover County Registry, shall be held, transferred, sold, and conveyed subject to the Restrictive Covenants set forth in the said DECLARATION OF RESTRICTIONS OF RIVER ISLAND, SECTION 1, recorded in Book 1882, at Page 0128, of the New Hanover County Registry, as amended herein.

IN TESTIMONY WHEREOF, SANCO OF WILMINGTON SERVICE CORPORATION has caused this instrument to be executed in its corporate name by its duly authorized officers, and its corporate seal to be hereunto affixed, by authority of its Board of Directors, the day and year first above written.

SANCO OF WILMINGTON SERVICE CORPORATION

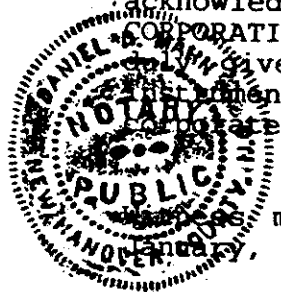
By: Nathan S. Sanders, Pres.
Nathan S. Sanders, President



B. Sanders, Sec.
Sanders, Secretary

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public of the County and State aforesaid, certify that Judia B. Sanders personally came before me this day and acknowledged that she is Secretary of SANCO OF WILMINGTON SERVICE CORPORATION, a North Carolina Corporation, and that by authority given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Secretary.



Witness my hand and notarial stamp or seal, this 25th day of January, 1996.

My Commission Expires: 10/16/2000

D. Mahn
Notary Public

STATE OF NORTH CAROLINA
New Hanover County
The Foregoing/ Annexed Certificate(s) of

Daniel D. Mahn

Notary (Notaries) Public is/ are certified to be correct.

This the 25th day of Jan. 1996

Mary Sue Oots, Register of deeds
by Phyllis Gordon
Deputy Assistant

(b) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the Subdivision, except that dogs, cats or other household pets may be kept for the purposes of providing companionship for the private family. Barking dogs shall be restrained by their owners to the satisfaction of the surrounding residents. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of any lot so that no person shall quarter on said lot cows, horses, bees, hogs, sheep, goats, guinea fowls, chicks, geese, rabbits, chickens, turkeys, skunks, snakes, or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) household pets will be permitted on any lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification, and further, must be kept on a leash when not confined within the fenced area. When such animals are not confined within a fenced area of the owner's yard, it is the pet owner's responsibility to remove any pet debris left by their pet upon any of the lots or common areas within the subdivision. Any costs incurred by the other lot owners or the Association as hereinafter established, for the removal of pet debris left by the pet of a lot owner upon any lot or upon any part of the common areas shall be a charge against the pet owner's lot and shall be assessed against that individual lot owner as a special assessment and subject to the regulations regarding liens and assessments as hereinafter set forth. The Association may, in addition, establish a schedule of fines for violations of this Paragraph and such fines shall be assessed as a special assessment and collected in the same manner as costs of removal provided herein.

(c) Unsightly or inoperative junk cars, equipment, materials and like exposures cannot be maintained on the property either prior to or after the residence has been erected on any lot. Further, automobile maintenance and repair should occur inside the garage, and at no time shall automobiles be allowed to be placed on jacks or blocks, in the view of neighboring residents, even for a brief time period.

16. CONSTRUCTION APPROVALS:

(a) It is the intent of the Developer to create a "historic looking" neighborhood and that all home construction and landscaping should be in and consistent with the "Old South", "Antebellum", or other styles or blends of styles as may be found in the Historic Districts of New Bern, North Carolina, Wilmington, North Carolina, Charleston, South Carolina, or Savannah, Georgia. All building plans for any structure to be constructed in the subdivision shall be approved by the Developer prior to the beginning of construction. Front, rear and side elevations, together with specifications on the exterior siding, windows,

doors, roofing and exterior colors, together with actual color samples, as well as complete interior floor plans, must first be submitted to Developer for review and approval prior to the beginning of construction, to include site work.

(b) Landscaping shall be approved by the Developer simultaneously with the building plans. Plans submitted for approval shall include a site plan with lot lines, building outlines, driveways and parking areas. Identification of vegetation to be removed is required. Landscaping plans shall include sufficient cover to screen air conditioner compressors and trash receptacle areas, and shall provide visual breaks to the building foundation. Each lot shall include significant areas of sodded lawns, and all landscaping shall be maintained and watered by underground irrigation sprinkler systems. Landscaping plans as submitted shall specifically encompass the entire lot and include regular proper mowing and maintenance from the foundation of the residence to the edge of the lot line or to the edge of the pavement of the private right of way. Further, removal of any existing vegetation shall require the express written approval of the Developer. It is the intent of the Developer herein to extensively retain as much of the natural existing vegetation, as well as the natural existing placement of the same in order to preserve and enhance the natural aesthetics of the Island development as fully as possible. The intent of this article being to have landscaping which will enhance the "historic look" of the Island.

(c) Removal of any tree with a caliper of 3" or more at a height 2' above the ground shall always require written approval of the Developer or the Home Owners Association if such responsibility has been transferred to the Home Owners Association.

(d) All trash and debris shall be cleaned from the site within fifteen (15) days after completion of the main structure on any lot. During construction, trash and debris shall be removed from the site daily to prevent unsightly accumulations and the resulting spread thereof to adjacent property. Dumpsters or fenced areas shall be required for the placing of loose trash and debris. Dumpsters shall not be placed within any street right of way. Upon a lot owner's failure to collect and dispose of such trash and debris within fifteen (15) days after receipt of written notice from the Developer, Developer may collect and dispose of same at the lot owners expense.

(e) All property improvements on any lot must be completed within six (6) months after the beginning of construction.

(f) Developer may appoint a committee to assist it in the review of plans and specifications hereunder. After all lots in the Subdivision have been sold and closed, all of Developer's responsibilities for such approvals will be turned over to a

committee appointed for such purpose by RIVER ISLAND OWNERS ASSOCIATION, as herein established.

(g) No structure, planting or other material may be placed in such a manner or location as to impede the installation and maintenance of utilities and drainage facilities, unless the location and manner of use thereof has been first approved in writing by the Developer.

17. PROHIBITED PARKING: No boats, trucks, cars, trailers, campers, motorcycles, travel trailers, or other type of recreational vehicle may be parked or stored on any of the common areas or the street rights of ways in the Subdivision. All vehicles referenced herein shall be parked in the rear of each individual lot and screened from neighboring views by a minimum of six feet of significant screening material (e.g. treated wood fencing or natural vegetation, or both), except that each individual lot owner may have a total of four cars, minivans or pickup trucks routinely parking in the subject driveway for each individual lot.

18. EASEMENTS AND MAINTENANCE:

(a) Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of RIVER ISLAND. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. The Developer reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot, and in the event that the Buyer or Purchaser of any lot within the said subdivision breaches this restriction, the Developer reserves the right to enter upon said lot and mow the grass, clean up the lot and remove unsightly structures and objects, at the owner's expense.

All maintenance required hereunder shall also include that area from the lot line to paved streets and any easements that traverse any portion of the lot.

(b) The general grading, slope and drainage plan of a lot may not be altered without the express written approval of the appropriate New Hanover County authorities, and the Developer, and other appropriate agencies having authority to grant such approval.

(c) Each lot owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit

the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner. The maintenance referenced herein shall be supervised and regulated by the Homeowners Association. In the event that the lot owner shall fail to comply, the Homeowners Association is expressly hereby authorized, and the lot owner hereby expressly agrees, that said maintenance and/or repair may be effected by the said Homeowners Association with the expenses incurred for the same to be assessed against the individual lot owner as a special assessment and subject to the regulations regarding liens and assessments as set forth herein in Paragraph 24.

19. STORMWATER RUNOFF REGULATIONS: Restriction of built upon areas:

(a) Built upon area, defined: Built upon area shall mean that portion of each lot that is covered by impervious or partially impervious cover, including building, pavement, recreational facilities, etc., but not including decking. The built upon area for each lot shall not exceed 6,350 square feet, unless and until, the State of North Carolina shall revise its stormwater runoff regulations to permit a greater built upon area for each lot.

(b) Built upon area, restricted: No more than 6,350 square feet of any lot of River Island Subdivision shall be covered by structures and/or paved surfaces, including walkways, driveways or patios of brick, stone, slate or similar materials, all of which constitute effective impervious cover which is controlled by North Carolina Coastal Stormwater Regulations. The Developer reserves the absolute right to re-calculate the maximum allowable built upon area for each lot if required by North Carolina Coastal Stormwater Regulations. This covenant is intended to insure continued compliance with stormwater runoff rules adopted by the State of North Carolina, and therefore compliance may be enforced by the State of North Carolina.

20. UTILITY EASEMENTS: The Developer reserves the right to subject the real property in this Subdivision to a contract with Carolina Power and Light 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 continuing monthly payment to Carolina Power and Light Company by the owner of each residence.

21. MAIL BOXES AND NEWSPAPER BOXES: Each lot in the Subdivision shall have only one (1) mailbox and one (1) newspaper box to be mounted on a single post, and all such boxes and posts shall be of a historic style and must be approved by the Developer. Such mailboxes or paper boxes may be provided by the Developer. Any boxes provided by the Developer shall be considered an improvement and must remain with the lot.

22. WATER AND SEWER:

(a) All water to be used in said subdivision for domestic purposes shall be obtained from the community water system, unless other sources are approved by the City-County Board of Health and the owner of the community water system, or their successors. Lot owners may, however, drill shallow wells for irrigation purposes and for non-domestic usage. An eight (8) foot radius from each water meter shall be an easement for maintenance and repair of such meter. Additionally, the front (10) feet of each lot is hereby reserved for utility easements.

The Developer hereby grants an easement to the community water company along all streets and roads in the subdivision for the purpose of installing, maintaining, repairing and replacing water lines.

The Developer hereby expressly retains the right to provide for the water needs of each individual lot to be supplied by the drilling of individual wells by the individual lot owners, as an individual alternative or a collective alternative to the community water system described herein.

(b) Sewage disposal systems shall be only into the New Hanover County sewage collection system, or private sewage collection system for the Subdivision, or through individual septic tanks, only if a sewage collection system is not available.

23. BOAT SLIPS:

(a) Each lot set forth on the Subdivision plat recorded in Map Book _____, at Page _____, of the New Hanover County Registry, shall include and be assigned, one non-severable boat slip in the marina dock area in the RIVER ISLAND Subdivision as shown in Exhibit A hereto attached and incorporated herein by reference. Assignment of the slips pursuant to this paragraph shall be made by the homeowners association as hereinafter established, and slip assignments shall be made on a first-come, first-serve basis as each of the lots in River Island is conveyed by the Developer. The homeowners association shall maintain, as part of the corporate records, a record of the assignment of slips and may issue such documents to the association members as it shall deem necessary to evidence such slip assignments.

(b) Except as hereinafter provided, no property interest concerning the herein described boat slips shall ever be conveyed, sold, transferred, leased, mortgaged, or otherwise encumbered individually and apart from the lot associated with the boat slip assigned to it. Lot owners in River Island, with the approval of the homeowners association, which shall not be unreasonably

withheld, may exchange slips between themselves to suit the needs of the owners of the lots. The said boat slips shall be exclusively for the use of the owners/residents of the primary residence of the subject lot. Guests shall not be permitted to use, enjoy, or occupy the said boat slip for more than any seven (7) days in a given (30) consecutive day period. Any exceptions to the guest time period set forth herein shall require the express written consent of the homeowners association with an individual, case by case, review and consideration.

(c) The Board of Directors of the homeowners association as herein established shall have the authority to formulate, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the boat slips and pier areas. Enforcement of such rules and regulations may be made by the levying of fines for violations, which shall be assessed, collected, and enforced against the responsible lot owner(s) in the same manner as a lot assessment pursuant to Paragraph 25 of this Declaration.

24. OWNERS ASSOCIATION: To provide for the maintenance, repair, upkeep and replacement of the private streets, bridge, street signs, pier, dock, boat slips, walkways, gazebo, fire protection water tank and appurtenances, irrigation system, and other amenities, and other common areas, the Developer has formed **RIVER ISLAND OWNERS ASSOCIATION, INC.**, a non-profit corporation organized pursuant to Chapter 55A of the General Statutes of North Carolina. The Association shall be responsible for providing any necessary liability insurance. The Articles of Incorporation for said corporation are recorded in Book _____, at Page _____ of the New Hanover County Registry. The By-Laws for said corporation are attached hereto as Exhibit "B", and are incorporated herein by reference.

Every owner of a fee simple title to a lot within the development shall be deemed to own, possess and have accepted:

(a) A membership or memberships in the RIVER ISLAND OWNERS ASSOCIATION, INC., appurtenant to his lot(s);

(b) An undivided equal interest with all other owners, for each membership in the Association owned, in the Association and all of its assets;

(c) An easement of access and enjoyment, equal to that of all other owners, in and to all of the streets, common areas and amenities, subject to the right of the Association to dedicate or transfer all or any part of the common areas and amenities, for such purposes and subject to such conditions as the Association may determine, acting by and pursuant to the provisions of its duly enacted By-Laws.

(d) The duty of complying with and abiding by all of the provisions of these Articles, the By-Laws of the Association and the Rules and Regulations of the Association, including the payment of dues and assessments as provided herein.

25. LIENS AND ASSESSMENTS: The Association has heretofore been given the authority to administer the operation and management of the common areas and the amenities, of the property, it being recognized that the delegation of such duties to a single entity is the best interests of the owners of all lots subject hereto. To properly administer the operation and management of the common areas and amenities, the Association will incur, for the mutual benefit of all the owners of such lots, costs and expenses sometimes herein referred to as "common expenses". To provide the funds necessary for such proper operation, management and capital improvement, the Association has heretofore been granted the right to make, levy and collect assessments against the members of the Association and their lots. In furtherance of this grant of authority to the Association to make, levy and collect assessments to pay the costs and expenses for the operation of, the management of, and for capital improvements to the common areas, which for the purposes of these By-Laws shall be deemed to include, but not be limited to, the common areas and amenities, and all other improvements, the following shall be operative and binding upon the owners of all lots:

(a) The owner of any lot subject hereto, with the exception of the Developer, by acceptance of a Deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (i) annual assessments or charges; and
- (ii) special assessments for capital improvements or special assessments as established by the Board of Directors of the Association, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with the interest, costs, and reasonable attorney's fees, if any, shall be a charge on the lots and shall be a continual lien upon each lot against which they are levied. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or entity who is the owner of such lot at the time when the assessment falls due. The personal

obligation for delinquent assessments shall not pass to any successor in title unless expressly assumed by him.

(iii) The Developer shall only be required to pay twenty-five percent (25%) of the regular annual assessments on any lot owned by it prior to its sale. For example, if regular assessments on a lot are \$100.00 per year, Developer shall only be required to pay an assessment of \$25.00 per year per lot owned by it at the beginning of the assessment period.

(b) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the property in particular for the maintenance, repair and replacement of all common areas (including but not limited to common bridge, common pier, amenities and streets.)

(c) The annual assessments for each calendar year shall be established by the Board of Directors, and may be increased by the Board of Directors for any calendar year without approval by the membership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year. The maximum annual assessment for any calendar year may be increased without limit by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting called for this purpose.

(d) In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement to the common areas (including but not limited to common bridge, common pier, amenities and streets), provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of the members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed to the uniform rate for all lots and may be collected on a monthly basis.

(e) Written notice of any meeting called for the purpose of taking any action authorized under Paragraph 24(d) shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(f) The annual assessments provided for herein shall be collected on a yearly basis and shall commence as to all lots on the first day of the month following recordation of this Declaration of Restrictions. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

(g) Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of fourteen percent (14%) per annum from the date due until paid. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose on the lien against the lot, and interest, costs, and reasonable attorney's fees of such action for foreclosure shall be added to the amount of such assessment.

(h) The lien herein granted unto the Association shall be enforceable from and after the time of recording a claim of lien in the public records of New Hanover County, North Carolina, which claim shall state the description of the lot encumbered thereby, the name of the record owner, the amount due and the date when due. The claim of lien shall be recordable any time after default and the lien shall continue in effect until all sums secured by said lien as herein provided shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied and canceled of record. The lien provided for herein shall be subordinated to the lien of any first mortgage or Deed of Trust and any person, firm, corporation or other entity acquiring title to any lot by virtue of any foreclosure, deed in lieu of foreclosure or judicial sale, shall be liable and obligated only for assessments as shall accrue and become due and payable subsequent to the date of acquisition of such title, and such owner shall not be liable for the payment of any assessments which were in default and delinquent at the time such owner acquired title. In the event of the acquisition of title to a lot by foreclosure, deed in lieu of foreclosure or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all lots as part of the common expenses, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

(i) Upon the sale of eighty percent (80%) of the lots in all phases of RIVER ISLAND, the Developer may turn over control of the Owners Association to a Board of Directors to be elected by the membership in accordance with the By-Laws of the Association.

Until such time, however, the Developer shall elect the Board of Directors of the Association.

26. **INVALIDATION:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants herein, which shall remain in full force and effect.

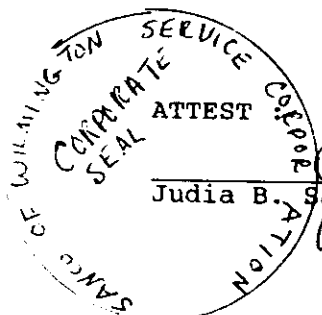
27. **VIOLATION:** If the parties hereto, or any of them, or their heirs or assigns, or any other party subject hereto, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said RIVER ISLAND to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing so or to recover damages or other dues for such violation.

28. **VALIDITY:** All covenants, restrictions and affirmative obligations set forth in these Restrictions shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to the successors and assigns, if any, of the Developer, for a period of twenty (20) years from the date hereof after which time all said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the lots (not including mortgagees or trustees under deeds of trust) substantially affected by such changes in covenants, has been recorded, agreeing to change said covenants in whole or in part.

29. **DEVELOPER'S RIGHT TO AMEND:** Developer shall have the right, at any time prior to December 31, 2005, to amend these Restrictions, in whole or in part, without the consent or joinder of any owner of any lot in said subdivision, so long as such amendments do not impair the property values of the other lots in RIVER ISLAND.

IN TESTIMONY WHEREOF, **SANCO OF WILMINGTON SERVICE CORPORATION**, the Developer, has caused this instrument to be executed in its corporate name by its duly authorized officers, and its corporate seal to be hereunto affixed, by authority of its Board of Directors, this 11 day of May, 1995.

SANCO OF WILMINGTON SERVICE CORPORATION
By: Nathan S. Sanders, Pres. (SEAL)
Nathan S. Sanders, President



Judith B. Sanders
Judith B. Sanders, Secretary

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Yulonda G. Woodell, a Notary Public of said County and State, do hereby certify that Judia B. Sanders personally appeared before me this day and acknowledged that she is the Secretary of SANCO OF WILMINGTON SERVICE CORPORATION, a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

Witness my hand and notarial stamp or seal, this the 11 day of May, 1995.

My Commission Expires: 6/26/99



Yulonda G. Woodell
Notary Public

STATE OF NORTH CAROLINA
New Hanover County
The Foregoing / Annexed Certificate(s) of
Yulonda G. Woodell

Notary (Notaries) Public(s) / are certified
to be correct.

This the 12 day of May 19 95

Mary Sue Oots, Register of deeds

by Jana A. Freeman
Deputy / Assistant

CONTACT YOUR LOCAL STATE AUTHORITY FOR USE IN YOUR PARTICULAR STATE.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

No. of Additional Sheets Presented:

RECORDED AND VERIFIED
MARY SUE OOTS
REGISTER OF DEEDS
NEW HANOVER CO. NC
196 MAY 22 PM 1 54

1. Debtor(s) (Last Name First and Addressed):
HARRIS ELECTRIC CO OF
WILMINGTON INC
4201 EMERSON STREET
WILMINGTON NC

2. Secured Party(ies) Name(s) And Addressed:
FIRST UNION NATIONAL BANK
201 N FRONT STREET
WILMINGTON NC 28402

3. (a) This statement refers to original Financing Statement bearing File No. 918-0278-
Date Filed
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filing.
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-183, (5) mark this check

9-88-90165
For Filing Officer

- 4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
- 5. Termination. Secured Party no longer claims a security interest under the financing statement bearing the number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the assignee of the termination statement.)
- 6. Assignment. The secured party's rights under the financing statement bearing the number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9.
- 7. Amendment. Financing statement bearing the number shown above is amended as set forth in item 9.
- 8. Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9. EXACT SAME COLLATERAL AS PRIOR DEBT.
DOES NOT INCREASE PRINCIPAL DEBT. HARRIS ELECTIC CO
50-3295950003-403501 800 SSP

000142

10. Signature: FIRST UNION NATIONAL BANK
JAMES A FORBES
COLLATERAL MAINTENANCE TEAM LEADER

By: 5-9-96 James A. Forbes
Secured Party(ies)

Obsolete! (necessary only if item 7 is applicable)
301567 (25 July Rev 01)

FINANCING STATEMENT CHANGE

Standard Form Approved by
N. C. Sec. of State
and other States shown above.

(1) Filing Officer Copy - Retained

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

AMENDMENT TO
DECLARATION OF RESTRICTIONS
OF
RIVER ISLAND, SECTION 1
and
DECLARATION OF RESTRICTIONS
OF
RIVER ISLAND, SECTION 2

000143

THIS AMENDMENT TO DECLARATION OF RESTRICTIONS OF RIVER ISLAND, SECTION 1 and DECLARATION OF RESTRICTIONS OF RIVER ISLAND, SECTION 2, made this the 22nd day of May, 1996, by SANCO OF WILMINGTON SERVICE CORPORATION, a North Carolina Corporation, herein referred to as "Developer";

WHEREAS, SANCO OF WILMINGTON SERVICE CORPORATION has heretofore subjected certain lots in Section 1 and Section 2, RIVER ISLAND at Tidewater Plantation, as shown on maps recorded in Map Book 34 at Page 381, and Map Book 35 at Page 256 of the New Hanover County Registry, to certain Restrictions which are recorded in Book 1882 at Page 0128, and in Book 1979 at Page 0823 of the New Hanover County Registry; and

WHEREAS, Paragraph 29 of the said Declaration of Restrictions allows the Developer to amend the said Restrictions, in whole or in part, at any time prior to December 31, 2005, without the consent or joinder of any owner of any lot in said subdivision; and

WHEREAS, the Developer desires to amend the said Declarations of Restrictions as recorded in Book 1979 at Page 0823 and in Book 1882, at Page 128, of the New Hanover County Registry, by deleting Paragraph 29 set forth in the said Declarations and substituting a new Paragraph 29 as hereinafter set out.

NOW THEREFORE, the Developer amends the aforesaid Declarations of Restrictions of RIVER ISLAND, Section 1 and Section 2, as follows by deleting Paragraph 29 set forth therein and substituting the following Paragraph 29:

29. DEVELOPER'S RIGHT TO AMEND: Developer shall have the right, at any time prior to December 31, 2005, to amend these Restrictions, with the consent or joinder of a majority of the owners of lots in said subdivision, so long as such amendments do not impair the property values of the other lots in RIVER ISLAND. However, Developer retains the right to make minor changes in lot lines and setback requirements to accommodate appropriate construction consistent with the restrictions set forth herein.

Returned To
Don Mahan

But except as herein amended and previously amended, the aforesaid DECLARATIONS OF RESTRICTIONS OF RIVER ISLAND, SECTION 1 and SECTION 2 and all portions thereof, are, and the same shall remain, in full force and effect.

IN TESTIMONY WHEREOF, SANCO OF WILMINGTON SERVICE CORPORATION has caused this instrument to be executed in its corporate name by its duly authorized officers, and its corporate seal to be hereunto affixed, by authority of its Board of Directors, the day and year first above written.

SANCO OF WILMINGTON SERVICE CORPORATION

ATTEST:

By: Nathan S. Sanders, Pres.
Nathan S. Sanders, Presidency

Judith B. Sanders, Sec.
Judith B. Sanders, Secretary



RECORDED AND VERIFIED
MARY SUE OOTS
REGISTER OF DEEDS
NEW HANOVER CO. NC

'96 MAY 22 PM 1 56

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public of the County and State aforesaid, certify that Judith B. Sanders personally came before me this day and acknowledged that she is Secretary of SANCO OF WILMINGTON SERVICE CORPORATION, a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Secretary.

Witness my hand and notarial stamp or seal, this 22nd day of May, 1996.

My Commission Expires:

Jan. 23, 1997

Ramona H. Coarls
Notary Public



STATE OF NORTH CAROLINA
New Hanover County

The foregoing / Annexed Certificate(s) of
RAMONA H. COARLS

Notary (Notaries) Public is/ are certified
to be correct.

This the 22 day of MAY 1996
Mary Sue Oots, Register of deeds

by Jessie Watson
Deputy / Assistant

3



FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2005 APR 28 02:02:11 PM
BK:4779 PG:410-413 FEE:\$20.00

NO REVENUE STAMPS

INSTRUMENT # 2005022072

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: 0.00

Parcel Identifier No. R08111-003-006-000 Verified by _____ County on the _____ day of _____, 20____

By: _____

**Returned To
Daniel D. Mahn**

Mail/Box to: _____

This instrument was prepared by: Daniel D. Mahn, Attorney at Law

Brief description for the Index: Pump Station Site

THIS DEED made this 27th day of April, 2005, by and between

GRANTOR	GRANTEE
TARA SANDERS HACKNEY and husband, WILLIAM SPENCER HACKNEY II	RIVER ISLAND OWNERS ASSOCIATION, INC. a North Carolina Non-Profit Corporation 123 Island Bridge Way Wilmington, NC 28412

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, _____ Township, New Hanover County, North Carolina and more particularly described as follows:

Being all of that property described in Exhibit A hereto attached and incorporated herein by reference.

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____ page _____.

A map showing the above described property is recorded in Plat Book 38 page 61.

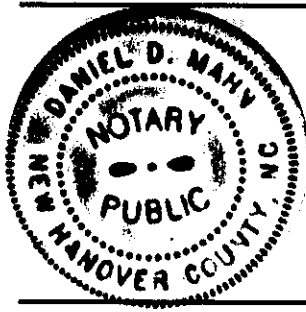
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple. And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Restrictions, zoning and land use ordinances, Easements and rights of way of record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(Entity Name) _____ (SEAL) Tara Sanders Hackney
By: _____ (SEAL) Tara Sanders Hackney
Title: _____ (SEAL) William Spencer Hackney II
By: _____ (SEAL)
Title: _____ (SEAL)
By: _____ (SEAL)
Title: _____ (SEAL)

USE BLACK INK ONLY



SEAL-STAMP

USE BLACK INK ONLY State of North Carolina - County of New Hanover
I, the undersigned Notary Public of the County and State aforesaid, certify that Tara Sanders Hackney and William Spencer Hackney II personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 27th day of April, 2005
My Commission Expires: 10/16/05 _____ (SEAL)
Notary Public

USE BLACK INK ONLY State of North Carolina - County of _____
I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of each entity, he signed the forgoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20__.
My Commission Expires: _____
Notary Public

USE BLACK INK ONLY State of North Carolina - County of _____
I, the undersigned Notary Public of the County and State aforesaid, certify that _____
Witness my hand and Notarial stamp or seal this _____ day of _____, 20__.
My Commission Expires: _____
Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.
By: _____ Register of Deeds for _____ County
Deputy/Assistant - Register of Deeds

Hanover Design Services, P.A.

Land Surveyors, Engineers, Land Planners



April 27, 2005

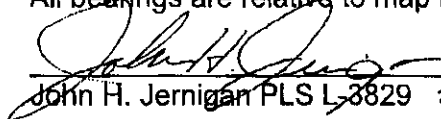
Re: Deed Description of a part of lot 10 section 3 of River Island At Tidewater Plantation

A certain tract or parcel of land lying in Federal Point Township New Hanover County, North Carolina, and being a part of lot 10 section 3 of River Island at Tidewater Plantation as shown on map book 38 page 61 in the records of the New Hanover County Registry and being further described as follows:

Beginning on a point on the northern line of Island Bridge Way (common area), said point being the southeastern corner of lot 10 of River Island and also being located N 82-50-51 E 206.96 ft. from a concrete control monument located in the northern line of Island Bridge Way and the southern line of lot 10:

Proceed from said beginning point and with the northern line of Island Bridge Way (common area) N 89-54-21 W 22.23 ft. to a point, thence N 67-21-00 W 50.82 ft. to a point, thence N 81-35-20 W 17.43 ft. to a point, thence leaving the Island Bridge Way northern line N 17-45-00 E 52.09 ft. to a point in the common line of lot 10, thence S 53-41-59 E 16.21 ft. to a point, thence S 45-27-35 E 77.85 ft. to a point, thence S 14-25-26 E 7.81 ft. to the point of beginning and containing 2741 square feet according to computations only by Hanover Design Services, P.A. in April of 2005.

All bearings are relative to map book 38 page 61.


John H. Jernigan PLS L-3829 4/27/05

11016.DOC JJ





REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 04/28/2005 02:02:11 PM
Book: RE 4779 Page: 410-413
Document No.: 2005022072
DEED 4 PGS \$20.00
Recorder: JACQUELINE NELSON

State of North Carolina, County of New Hanover

The foregoing certificate of DANIEL D MAHN Notary is certified to be correct. This 28TH of April 2005

REBECCA P. SMITH, REGISTER OF DEEDS

By: 
Deputy/Assistant Register of Deeds

YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.

2005022072

2005022072

2

BOOK PAGE
2398 0953

'98 JUL 13 AM 11 08

RECORDED & VERIFIED
MARY SUE OCTS

STATE OF NORTH CAROLINA REGISTER OF DEEDS
NEW HANOVER CO. NC
DECLARATION OF RESTRICTIONS
OF
SECTION 3
RIVER ISLAND

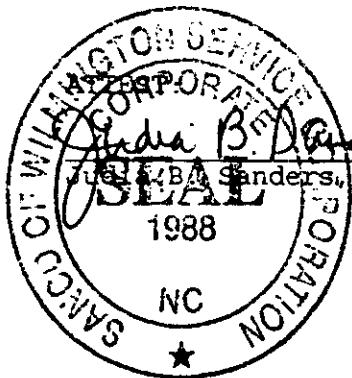
WHEREAS, SANCO OF WILMINGTON SERVICE CORPORATION, hereinafter referred to as Developer, and NATHAN S. SANDERS and wife, JUDIA B. SANDERS, hereinafter referred to as Owners, have caused to be recorded a DECLARATION OF RESTRICTIONS OF RIVER ISLAND, SECTION 1, in Book 1882 at Page 128, of the New Hanover County Registry; and

WHEREAS, the Developer has recorded a plat of SECTION 3, RIVER ISLAND, in Map Book 38 at Page 61, of the New Hanover County Registry; and

WHEREAS, the Developer and Owners desire to subject all of that property of SECTION 3, RIVER ISLAND, recorded in Map Book 38, at Page 61, of the New Hanover County Registry, to the Restrictions recorded in Book 1882, at Page 128, of the New Hanover County Registry, as amended in Book 1979, at Page 823, and in Book 2034, at Page 635, of the New Hanover County Registry;

NOW THEREFORE, the Developer and Owners hereby declare that the real property as shown on that plat of SECTION 3 RIVER ISLAND, recorded in Map Book 38 at Page 61, of the New Hanover County Registry, shall be held, transferred, sold, and conveyed subject to the Restrictive Covenants set forth in the said DECLARATION OF RESTRICTIONS recorded in Book 1882, at Page 128, of the New Hanover County Registry, as amended in Book 1979, at Page 823, and in Book 2034, at Page 635, of the New Hanover County Registry.

IN WITNESS WHEREOF, SANCO OF WILMINGTON SERVICE CORPORATION, a North Carolina Corporation, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, and NATHAN S. SANDERS and wife, JUDIA B. SANDERS, have hereunto set their hands and seals, the day and year first above written.



SANCO OF WILMINGTON SERVICE CORPORATION

By: Nathan S. Sanders, Pres.
Nathan S. Sanders, President

Judia B. Sanders, Sec.
Judia B. Sanders, Secretary

Returned To
DRAWN BY Daniel D. Mott

BOOK PAGE
2398 0954

Nathan S. Sanders (SEAL)
Nathan S. Sanders
Judith B. Sanders (SEAL)
Judith B. Sanders

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public of said County and State, do hereby certify that JUDIA B. SANDERS personally appeared before me this day and acknowledged that she is Secretary of SANCO OF WILMINGTON SERVICE CORPORATION, a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by her as its Secretary. Witness my hand and notarial stamp or seal, this the 13th day of July, 1998.

My Commission Expires:
10/16/2000

Old Mal
Notary Public



STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public of the County and State aforesaid, certify that Nathan S. Sanders and Judith B. Sanders acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal, this 13th day of July, 1998.

My Commission Expires:
10/16/2000

Old Mal
Notary Public



STATE OF NORTH CAROLINA
New Hanover County

The Foregoing / Annexed Certificate(s) of

Daniel D. Mann

Notary (Notaries) Public is/ are certified
to be correct.

This the 13 day of July 1998
Mary Sue Oots, Register of deeds

by Mavis Ann Stever
Deputy / Assistant