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Receipt#: 2012-00008903
Fee Amt: \$26.00 Page 1 of 4
Revenue Tax: \$0.00
Instr# 201200011581
Halifax, NC
Judy Evans-Barbee Register of Deeds

BK **2412** PG **671-674**

Christie C. Avers, Deputy

✓ Prepared by and return to:
David W. Green
Battle, Winslow, Scott & Wiley, P.A.
Post Office Box 7100,
Rocky Mount, NC 27804

NORTH CAROLINA

HALIFAX COUNTY

**AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND CONDITIONS FOR
RIVER'S EDGE SUBDIVISION**

[Please index under River's Edge Subdivision and Canal Walk Subdivision]

THIS AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS FOR RIVER'S EDGE SUBDIVISION (this "Amendment"), made this 4th day of June, 2013, by DRM GROUP, LLC ("DRM").

RECITALS

1. BBD Development, Inc., as Developer, executed and recorded a Declaration of Covenants, Restrictions and Conditions for River's Edge Subdivision in Book 2210, Page 743, Halifax County Registry and re-recorded in Book 2213, Page 186, and Book 2219, Page 217, Halifax County Registry (collectively, the "Declaration").

2. DRM is the successor in title and successor in interest to BBD Development, Inc. as the Developer of River's Edge Subdivision as evidenced by Special Warranty Deed recorded in Book 2401, Page 671, Halifax County Registry.

3. All capitalized terms used but not defined herein have the meanings given to such terms in the Declaration.

4. DRM desires to amend the provisions of the Declaration in the manner hereinafter set forth, it being specifically understood that except as herein modified, the terms and provisions of the Declaration shall remain unchanged and continue in full force and effect.

AMENDED PROVISIONS

1. The name of the subdivision is changed to "Canal Walk Subdivision" and all references in the Declaration to "River's Edge Subdivision" or "River's Edge" are changed to "Canal Walk Subdivision" or "Canal Walk".

2. Paragraph 3 of the Declaration is amended to read as follows:

"Landscaping: Each lot shall have a minimum of two (2) six foot (6ft) deciduous trees in the front yard and in the case of a corner lot, two (2) additional trees of at least the same size. Landscaping shall be completed within forty-five (45) days of completion of primary residence."

3. Paragraph 9 of the Declaration is amended to read as follows:

"Lot Maintenance: From and after the date of purchase of a lot until construction of a single family residence is started, Developer shall have the right, but not the obligation, to perform all maintenance on the lot, including, but not limited to, mowing. The owner of the lot shall immediately upon demand reimburse Developer or other person or entity performing such maintenance for all costs expended."

4. Paragraph 19 of the Declaration is deleted in its entirety.

5. Paragraph 24 of the Declaration is amended to read as follows:

"Driveway: Each lot owner shall pave the driveway with concrete, asphalt or solid pavers within one (1) month after completion of a single-family dwelling. Driveway shall not exceed sixteen feet (16ft) in width at any point where the driveway enters street. No driveways or other forms of ingress or egress may be connected to Old Farm Road unless approved in writing by the Developer. Driveways and vehicle parking pads shall be concrete, asphalt or solid pavers only. Aggregate base, thickness, reinforcement, etc. should comply with good construction practice. Any change to a driveway shall require approval in writing by the Developer."

6. Paragraph 32 of the Declaration is deleted in its entirety.

7. Paragraph 33 of the Declaration is deleted in its entirety.

8. The first sentence of Paragraph 34 of the Declaration is amended as follows:

“Upon seventy-five percent (75%) of the lots being sold in Canal Walk Subdivision, the Developer may, in its discretion, cause to be formed a non-profit corporation to be known as the Canal Walk Property Owners Association, Inc. (hereinafter referred to as the “Association”).

9. Paragraph 41 of the Declaration is amended to read as follows:

“The provisions of this Declaration shall run with the land and be binding upon all parties claiming an interest in any property subject to this Declaration for a period of time extending to September 10, 2024, at which time the provisions of this Declaration shall be automatically extended for successive periods of ten (10) years each, unless modified or terminated by unanimous consent as provided herein.”

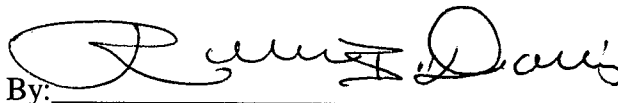
IN WITNESS WHEREOF, DRM has caused this Amendment to be executed by its duly authorized representative in the manner prescribed by law as of the day and year first above written.

[Signature on Following Page]

SIGNATURE PAGE
TO
AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND CONDITIONS FOR
RIVER'S EDGE SUBDIVISION

DRM GROUP, LLC

By: JBLD INVESTMENTS, INC., Member/Manager

By: 

Robbie B. Davis, President

STATE OF NORTH CAROLINA

COUNTY OF Edgecombe

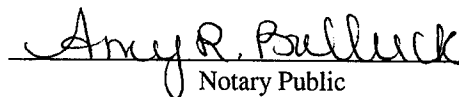
I, Amy R. Bulluck, a Notary Public of aforesaid state and county, do hereby certify that **Robbie B. Davis** (the "Signatory"), **President** (title) of **JBLD Investments, Inc., a North Carolina corporation, Member/Manager of DRM Group, LLC, a North Carolina limited liability company**, personally appeared before me this day and by authority duly given, voluntarily acknowledged the due execution of the foregoing instrument on behalf of the JBLD Investments, Inc., Member/Manager of DRM Group, LLC for the purpose stated therein and in the capacity indicated. I certify that the Signatory personally appeared before me the day, and (check one of the following):

☒ (I have personal knowledge of the identity of the Signatory); or
☐ (I have seen satisfactory evidence of the Signatory's identity, by a current or state or federal identification with the Signatory's photograph in the form of: (check one of the following)

_____ a drivers license or
 _____ in the form of _____); or

_____ (a credible witness has sworn to the identity of the Signatory).

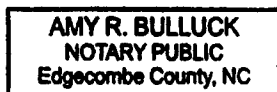
Witness my hand and official stamp or seal this 7th day of June, 2013.

 (signature)
 Notary Public

Amy R. Bulluck (print/type)
 Notary Public

My Commission Expires: 01-24-2015

[NOTARY SEAL]



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Doc ID: 000653720013 Type: CRP
Recorded: 10/05/2007 at 12:26:11 PM
Fee Amt: \$48.00 Page 1 of 13
Instr# 200700004732
Halifax, NC
Judy Evans-Barbee Register of Deeds
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Judy Evans-Barbee Register of Deeds
BK 2210 PG 743-754

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(12)

49.00

3rd RF
57.00

Wanda M. Patrick, Deputy

By: Christine C. Ruess, Deputy

R-R

2nd RF 48.00

(M/R)

DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS FOR
~~COVENANTS~~
RIVERS' EDGE SUBDIVISION
RIVER'S

Additional Lands May Become Subject To This Declaration.

The Developer/Owners, their successors or assigns, at any time shall have the right to bring additional lands into the scheme of this Declaration. The additions authorized under this Section and the succeeding Articles shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which may extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain complementary additions and modifications of the covenants and restrictions contained in the declaration, as may be necessary, to reflect the different character of the added properties. In no event, however, shall Supplementary Declarations revoke, modify or add to the covenants established by this Declaration within the existing property.

The undersigned Developer/Owner of River's Edge Subdivision ("River's Edge"), in order to establish a general plan for the use, occupancy and enjoyment of said Subdivision, hereby declares that for the mutual benefit of its present and future owners, all residential building lots shown on that certain plat entitled "Plat Showing Rivers Edge Subdivision", done by Jonathan C. Waters, PLS, dated August 24, 2007, and recorded in Plat Cabinet 6, Slide(s) 164 Q, R, S & T, Halifax Public Registry, shall be subject to the following restrictions:

1. (a) Primary Use Restrictions: No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one single family, not to exceed two and one-half stories in height in the front elevation and three and one-half stories in height in the rear elevation and containing an attached two or three car garage for the sole use of the owner and occupants of the lot. A garage is not required.

Judy Evans-Barbee
Register of Deeds

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Recorded: 11/20/2007 at 10:57:27 AM
Fee Amt: \$51.00 Page 1 of 14
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Halifax, NC
Judy Evans-Barbee Register of Deeds
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- (b) There shall be no further subdividing of the lots in River's Edge unless approved in writing by the Developer.
 - (c) No portion of any lot in River's Edge shall be used for egress to another lot unless approved in writing by the Developer.
 - (d) No mobile, manufactured or modular homes are allowed to be placed in River's Edge, except a temporary structure may be used by the Developer as a construction office for a period not to exceed one (1) year.
2. Minimum Building Standards: The following shall be the minimum floor areas for the homes to be constructed after the instrument is recorded:
- (a) The ground floor area of a one story house shall be a minimum of 1,800 square feet, exclusive of the garage, basement and porches.
 - (b) The ground floor area of a one and one-half story house shall be a minimum of 1,200 square feet, exclusive of the garage, basement and porches.
 - (c) The total floor area of a multi-level house shall be a minimum of 2,100 square feet, exclusive of the garage, basement and porches.
 - (d) The ground floor area of a two story house shall be a minimum of 1,200 square feet, exclusive of the garage, basement and porches.
 - (e) Finished basement area, garages and open porches are not included in computing floor area under this Section.
3. Landscaping: A landscape plan shall be submitted to the Developer for approval in writing, which plan shall show trees, shrubs, and other plantings to be planted on the lot. Each landscape plan shall have a minimum of two (2) six-foot deciduous trees in the front yard and in the case of a corner lot, two additional trees of at least the same size. Landscaping shall be completed within 45 days of completion of primary residence.
4. No building shall be located on a lot nearer than thirty (30) feet from the street front property lines, twenty (20) feet from a side street property line, ten (10) feet from interior side property lines, or twenty (20) feet from the rear property line. For the purpose of this covenant regarding set back lines, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. Business: No trade or business of any kind (and no practices of medicine, dentistry, chiropractic or like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may welcome an annoyance or

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nuisance to the neighborhood. Notwithstanding, the provisions hereof, a new house may be used by a builder thereof as a model home for display or for the builder's own office, provided said use terminates within eighteen months from the completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer or any entity, person, or association to whom it may assign such right.

6. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporary or permanently.
7. Signs: No sign for advertising or for any other purposes shall be displayed on any lot or a building or a structure on any lot, except on sign advertising the sale or rent thereof, which shall not be greater in area than nine square feet: provided, however, Developer shall have the right (1) to erect larger signs when advertising the Subdivision; (2) to place signs on lots designating the lot number of the lots; and (3) following the sale of a lot, to place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations. Garage/yard sale signs do not require approval if they are placed no earlier than two (2) days prior to date of sale and removed no later than one (1) day after the sale. Political campaign signs that meet the requirements of city ordinances do not require approval and must be removed within one week after Election Day.
8. Construction Timeline: The construction of any residence, building or other structure on any lot shall be completed within one (1) year from the beginning date of said construction.
9. Lot Maintenance: From and after the date of purchase of a lot until construction of a single family residence is started, Developer shall have the exclusive right to perform all maintenance on the lot, including, but not limited to, mowing.
10. Lawn Maintenance: From and after the date of construction of a single family residence on a lot is started, it shall be the duty of each lot owner to keep grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should the owner fail to do so, then Developer, or any entity, person or association to whom it may assign the right, may take such action as it seems appropriate, including mowing, in order to make the lot neat and attractive. The owner shall immediately upon demand, reimburse Developer or other person or entity performing such maintenance for all costs expended.

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11. The following provision shall apply with regard to the exterior appearance and use of structures on each lot:

Exterior: (a) The exterior building materials of all structures (including storage buildings or pool houses) shall extend to ground level and shall be brick, stone, brick veneer, vinyl, hardi-plank, or stone veneer or a combination of same. Should the exterior of the structure include vinyl, the front of the exterior must also include brick, stone, brick veneer, or stone veneer to cover a total of 50% of the total area facing the street. This will apply to all sides facing the street on corner lots.

Roof: (b) The roof pitch of any residential structure shall not be less than 6 inches vertical for every 12 inches horizontal for structure with more than one story, and 6 inches vertical for every 12 inches horizontal for one story structures. All residences are required to have roofs of wood shakes, tile, 40 year fiberglass or asphalt shingles or other acceptable roofing material.

Fireplaces: (c) All exterior fireplaces and chimneys shall be constructed of brick, stone, brick veneer, vinyl, hardi-plank, or stone veneer and shall include a foundation of like construction to that of the primary residence.

Storm Doors: Storm doors must be full-view glass.

Awnings: Awnings are prohibited on the front of the residence. They may only be attached to the rear of the residence.

Paint Colors: All exterior colors should be low in intensity (saturation or chroma). Actual color samples must be included. Colors must not clash with the colors of homes in the immediate vicinity. Approval is required to repaint the exterior of structure unless the same color is being used.

Design Changes: Any exterior design changes to the primary residence, including those related to walkways, driveways, must be submitted for approval prior to changes being made.

Play Equipment/Basketball Goals: Play equipment must be located in the backyard. Basketball goals are allowed with the following restrictions – they cannot be attached to the residence, they must be 6 feet from the property line, and the pole must be black. This applies to portable goals as well.

12. Plan Approval: No building shall be erected, placed or altered on any lot in River's Edge until building plans and specifications and plot plans showing locations of such buildings have been approved in writing as to conformity and harmony of external design with the existing structures in the subdivisions and as to location of the building with respect to topography and finished ground elevation by the Developer. Should changes in plans occur after approval they must be submitted in writing for approval.

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13. Animals: No animal, livestock, or poultry of any like shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purposes. No person in charge of a dog, cat, or other household pet shall permit or allow such animal to excrete manure or feces on any lot in the subdivision (other than that lot of the owner or person in charge or control of such animal) or on any common area, street, sidewalk, or right of way in the subdivision, unless the owner or person in control of such animal immediately removes all feces deposited by such animal and disposes of matter in a sanitary manner. Residents should comply with city leash laws. There shall be no dog pens of any kind in River's Edge.
14. Clotheslines: No outside clotheslines shall be erected or placed upon any lot.
15. Outside Furnishings: Outside furnishings placed in plain view must be appropriate for outside use. No furnishings constructed for indoor use may be placed outdoors on a lot within River's Edge.
16. Exterior Lighting: Exterior lighting located in the front yard that is freestanding of the primary residence must be limited to two (2) decorative pole lights.
17. Garbage Containers: Only approved garbage containers may be utilized at the curb side of property. Containers may only be present at the curb on the evening prior to scheduled collection day and must be removed by the evening of said collection day. Containers must be stored in an area not visible from the street.
18. Holiday Ornamentation: Ornamentation utilized for holidays may not in any way contribute to traffic congestion of Rivers Edge. Said ornamentation should be removed from the dwelling/yard within 15 days of the holiday being recognized.
19. Flags: House-attached flagpoles of the standard 60-inch lengths are permitted. No freestanding flagpoles will be permitted.
20. Antenna/Dishes: There shall be no satellite dish antennas having a diameter in excess of twenty-four (24) inches. No antenna or permitted satellite dish shall be visible from any roadway.
21. Fences: No fence or wall of any nature may be erected toward the front or street side property line beyond the front or sidewall of the residence on that lot. No chain link or wood fences shall be permitted. Developer must approve all fencing and walls for fencing.

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22. Pools: No under ground swimming pool shall be erected or placed on any lot, unless its design, placement and site location is shown by accurate survey and approved in writing by Developer or by an entity, person, or association to whom they may assign the right. Above ground swimming pools are prohibited. In ground pools must meet local code standards for safety including fencing.
23. Mail Boxes: All mail boxes and paper boxes will be supplied by Developer, at cost, in order to provide uniformity. Lot owners must purchase the mail box before residing in the constructed houses.
24. Driveway: Each lot owner shall concrete the driveway within 1 month after completion of a single-family dwelling. Each lot may have only one (1) driveway entrance. Driveway may not exceed 16 ft in width at any point where the driveway enters street. No driveways or other forms of ingress or egress may be connected to Old Farm Road unless approved in writing by the developer. Driveways and vehicle parking pads shall be concrete only. Any other type of pad (i.e. Brick, stone, etc.) shall be reviewed on an individual basis. Aggregate base, thickness, reinforcement, etc, should comply with good construction practice. A change to a driveway shall also require approval.
25. Use of front lawn area: No portion of the within described premises nearer to any street than the building lines as hereinbefore fixed shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed preventing the use of such portion of said premises for walks and drives, the planting of trees and shrubbery, the growing of flowers or ornamental plants or for statuary foundation and similar ornamentation for the purpose of beautifying said premises, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion of the premises and no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain anywhere upon said premises and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Plastic lawn ornamentation of any kind is prohibited, this includes, but is not limited to garden edging and signs.
26. Dumping/Composting: No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers. Composting is allowed but must have a lid to minimize odor.
27. Carport: No carport shall be constructed on any lot unless approved in writing by the Developer. The Developer, in its sole discretion, may deny such approval arbitrarily and without reason.

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28. Accessory Building: No barn, shed, shop, garage or other outbuildings shall be erected, placed or suffered to remain upon the premises unless approved by the Developer in writing. No more than one detached building shall be placed on any lot unless otherwise approved by the Developer. Buildings must be constructed on site. Detached structures must have masonry or concrete foundation with vinyl, brick, hardi-plank or stone exterior siding. Structures over 120 sq ft must have brick or stone or hardi-plank on the street side of structure. Detached structures must be one story and may not exceed 900 sq ft in the first floor area. Roof pitch may not exceed 12/12. Owner may use area inside roof pitch as long as its use does not violate any other restrictions contained herein.
29. Parking: No inoperable motor vehicles shall remain on street or lot for more than seven (7) days. All trailers, boats, recreational vehicles, commercial vehicles, or any other motorized vehicle (except normal personal vehicles) must be housed in a garage or parked in an area enclosed by an approved fence. No travel trailers or motorized travel home vehicles shall be parked for more than seven (7) days on any lot herein at any time. To ensure the safety of the subdivision community, overnight parking on the streets of River's Edge by the primary residents or guests will not be permitted.
30. Repair. (a) Each owner of a lot shall, at his sole cost and expense, repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.
- (b) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.
31. Installation of improvements. The Developer hereto expressly reserves to and for itself and its designee, the sole and exclusive right to petition the proper authorities for any and all street improvements and without intending to limit the generality of the foregoing, specifically to petition for grading, seeding, tree planting, sidewalks, paving, sewer and water installations, whether it be on the surface or subsurface, which in the sole opinion of the Developer hereto is necessary or desirable in the subdivision of which the premises hereby covered are a part; and the Developer hereto agree to and does hereby consent to and affirms any agreements that may be entered into between the Developer hereto or its designees and any public authorities with respect to the installation of said improvements; and the Developer hereto hereby waives all notice with reference to said petitions and hereby consents to all other acts and things that may be necessary in the matter and hereby authorizes and agrees to

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affirm and ratify all such agreements and acts on the part of the Developer hereto or its designee in regard thereto.

32. Grade of land: The Developer hereto also expressly reserves to and for itself or its designee, the sole and exclusive right to establish grades, slopes and swales on the land hereby conveyed and to fix the grade at which any dwelling shall be hereafter erected or placed hereon, so that the same may conform to a general plan, subject, however, to local building code restriction.
33. Soil Removal: No soil shall be removed from any lot in River's Edge without prior consent.
34. Homeowners Association: Upon 75% of the lots being sold in River's Edge Subdivision, the Developer shall cause to be formed a non-profit corporation to be known as the River's Edge Property Owners Association, Inc. (hereinafter referred to as "the Association"). Upon formation, the Developer shall appoint three (3) lot owners to serve for four (4) years as Directors of the Association. The Developer may form the Association prior to the sale of 75% of the lots. The Association shall exercise those powers, duties and functions set forth in this Declaration, including the legal standing and authority to enforce the covenants, restrictions and conditions contained herein. Any vacancy on the Board of Directors of the Property Owners Association shall be filled by a vote of lot owners as provided by rules adopted for conduct of business by the Property Owners Association. The Property Owners Association shall make reasonable rules and regulations for its operation and election of Directors, and may employ such agents as will enable it to carry out the provisions of this Declaration. All lot owners shall be members of the Association and shall be subject to the rules, regulations and bylaws of the Association, including the payment of annual dues and/or assessments as may be established from time to time.
35. Maintenance: Anything to the contrary herein notwithstanding, the Property Owners Association and the lot owners shall be responsible for the maintenance of all common open spaces, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unity of local government.
36. Woodland Protection Area: The Woodland Protection Areas designated on the plat attached hereto shall be permanently preserved in a natural state. No clearing, grading, or other land disturbing activity shall occur in the Woodland Protection Area except supplemental landscape planting, pruning to improve the general health of trees, removing dead or declining trees that pose a public health and safety threat, and clearing of under story brush to remove a public health and safety threat. The provision

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shall not be amended without the prior approval of the Roanoke Canal Commission, Inc.

37. Tree/Shrub Removal: Any tree or shrub removed in violation of these Restrictions shall be replaced by the person who removed the tree or shrub within thirty (30) days. Trees planted to replace a tree that is improperly removed shall equal the diameter of the removed tree, and shrubs and under story vegetation shall be replaced using native species. This provision shall not be amended without the prior approval of the Roanoke Canal Commission, Inc.
38. Reservation of Utility Easements. With respect to the following portions of each lot within River's Edge Subdivision the Developer reserves the right to grant and convey the following easements or right of way: (a) a strip or parcel of land fifteen feet (15') in width extending along the entire front or side street property line of each lot for construction, alteration, repairs and maintenance of public utility lines, and (b) a strip or parcel of land five feet (5') in width extending in length along the entire side lines extending from the road front property line of a lot for construction, alteration, repair and maintenance of public utility lines; however, where more than one lot is used as a single building lot, said easement shall apply to the side lines of the lot used as a building site. This reservation of right to grant utility easements shall be reserved unto the Developer only, and may not be assigned to any other person or entity, including the property owners association. This provision does not preclude any individual lot owner from granting such easements on an individual lot basis.
39. Incorporation into deed: The above covenants, restrictions and conditions may be incorporated verbatim or by reference in every deed hereafter issued conveying any part of the premises above described; provided, however, that the failure to incorporate such matters verbatim or by reference shall not affect the validity and applicability of these covenants, restrictions and conditions. In addition;
 - (a) The covenants are to run with the land and shall be binding on all parties who have an interest in any lot in River's Edge Subdivision.
 - (b) Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
 - (c) Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
 - (d) Wherever action is required herein by Developer, such action may be taken by its duly appointed assignee or successor in interest, which

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assignee or successor may include the River's Edge Property Owners Association, Inc.

40. Right to Change by Unanimous Consent. By unanimous consent of all then record owners in River's Edge Subdivision, evidenced by an agreement executed by all said then record owners recorded in the Halifax County Registry, these covenants and restrictions may be changed, repealed or modified at any time, subject, however, to the prior consent of such other third parties as may be set forth above.
41. The provisions of this Declaration shall run with the land and be binding upon all parties claiming an interest in any property subject to this Declaration for a period of time extending to September 10, 2017, at which time the provisions of this Declaration shall be automatically extended for successive periods ten (10) years each, unless modified or terminated by unanimous consent as provided herein.

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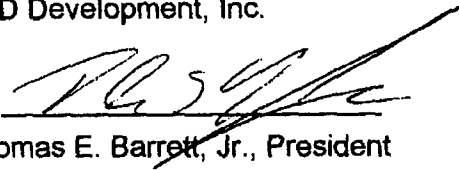
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This the 10th day of September, 2007.

BBD Development, Inc.

By: 

Thomas E. Barrett, Jr., President

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STATE OF NORTH CAROLINA

COUNTY OF Halifax

I, the undersigned Notary Public of the County and State aforesaid, certify that Thomas E. Barrett, Jr., personally appeared before me this day and acknowledged that he is the President of BBD Development, Inc, a North Carolina corporation, and that by authority duly given and as an act of the corporation, he signed the foregoing instrument in its name and on its behalf as its act and deed.

Witness my hand and notarial stamp or seal this 10 day of September, 2007.

Debra A. Kyler-Evans
Notary Public

My commission expires: 8-25-2008

Rivers Edge Restrictive Covenants



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EXPLANATION FOR RE-RECORDING OF INSTRUMENT

(Required by G. S. 47-38.1)

The attached instrument is being re-recorded pursuant to G. S. 47-38.1 because of the following minor error: to correct the misspelling of the name of the subdivision as it appears on the first page of this instrument. The correct spelling is "River's Edge Subdivision".

The cited error has been corrected clearly on the face of the instrument. The undersigned is either the party who signed the original instrument or the attorney who drafted the original instrument.

Date: 10-3-07

Signed: M. Lynn Rollins Jr.
DRAFTING ATTORNEY

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EXPLANATION FOR RE-RECORDING OF INSTRUMENT

(Required by G. S. 47-38.1)

The attached instrument is being re-recorded pursuant to G. S. 47-38.1 because of the following minor error: to correct the misspelling of the word
"COVENANTS" as it appears in the title of the
instrument.

The cited error has been corrected clearly on the face of the instrument. The undersigned is either the party who signed the original instrument or the attorney who drafted the original instrument.

Date: 11-20-07

Signed: M. Alynn Pollino Jr.
DRAFTING ATTORNEY