

FOR REGISTRATION REGISTER OF DEEDS
JENNIFER LEGGETT WHITEHURST
BEAUFORT COUNTY, NC
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STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS &
RESTRICTIONS FOR RIVERBLUFF SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS, made this 30th day of JUNE, 2005, by Jabez Development Group, LLC, hereinafter referred to as "Declarant", the Owner and Developer of Riverbluff Subdivision;

W I T N E S S E T H

Whereas, the Declarant is the owner and developer of certain parcels of real estate (hereinafter called "Riverbluff" or "the Subdivision") lying at the end of and being on both sides of River Hills Road in Chocowinity Township, Beaufort County, North Carolina and being more particularly described as follows:

All of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8), as they are shown on that map prepared by Hood L. Richardson, Professional Land Surveyor, dated April 28, 2005, revised June 8, 2005, and identified by the following legend: "RIVER BLUFF SUBDIVISION". This map is of record in Plat Cabinet G, Slide 55-4, Beaufort County Registry, and further reference is hereby made to said map for a more complete and accurate description of this property. There is also shown on the above referenced map Lot 1A and Lot 2A and they are for the purpose of establishing a remote septic drain field.

T. R. THOMPSON, JR., ATTORNEY AT LAW, AURORA, NORTH CAROLINA

And whereas, the Declarant, prior to conveying any lots in Riverbluff Subdivision, wishes to insure the orderly single family residential development and continued single family residential character of Riverbluff for the benefit of the Subdivision, the Subdivision's Developer, in order to promote the best interests and protect the investments in the Subdivision, its Developer and Lot Owners. In accordance with this objective these covenants are designed to promote the single family residential development and use of the property comprising Riverbluff Subdivision.

NOW, THEREFORE, the Declarant hereby declares that all of the Declarant's property which comprises Riverbluff Subdivision as depicted on the Map heretofore referred to shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of promoting and protecting the residential nature, value and desirability of Riverbluff Subdivision, and which shall run with the land and shall be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of Riverbluff Subdivision, Jabez Development Group, LLC, and Lot Owners in the Subdivision., their heirs, successors or assigns:

1. No noxious or offensive trade or activity shall be carried on upon Subdivision property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and no condition shall be permitted or allowed to exist on the property which is or may become an annoyance or nuisance to the Developer or to the Subdivision Lot Owners.

2. No structure of a temporary nature, including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any part of the Subdivision at any time as a residence, either temporarily or permanently, and no trailer, mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence. However, in conformity with Provision #15 below, recreational vehicles may be kept and stored on the lot so long as they are not occupied as a residence.

3. With the two exceptions set forth herein, no Subdivision property shall be used for any type of commercial, business or industrial undertaking or enterprise. The use of this property shall be restricted to single family residential purposes only. The two exceptions to this provision are as follows: -1- Any

occupant of a residence constructed on the property may use an interior room within the residence as an office, provided that the office is a private office that is not open for the reception of customers or clients and provided that the occupant resides in the home; -2- This restriction will not prevent the Developer from having a lot sales office on the property as long as the Developer owns a lot or lots in the development.

4. If the Declarant, any lot owner or any other person or entity who has an interest in any property within the Subdivision, their heirs, successors or assigns violate or attempt to violate any of the covenants herein, it shall be lawful for the Developer or any person or persons or entity owning any real property in Riverbluff Subdivision to prosecute any proceeding at law or in equity against the person, persons or entity violating or attempting to violate any such covenants, either to prevent it, her, him or them from so doing or to recover damages or other remedy or remedies for such violation. However, the Declarant is specifically excluded from any liability for monetary damages.

5. Nothing herein contained shall be construed as imposing any covenants or restrictions on any other properties or subdivisions of the Declarant. However, the Declarant expressly reserves the right to subject other properties to this Declaration.

6. No portion of the Subdivision property shall be used or maintained as a dumping ground for rubbish, trash or waste. When lot owners or persons occupying or using the property generate trash, garbage or other waste, such rubbish shall not be kept except in sanitary containers, which shall be emptied and cleaned at least weekly.

7. Lot owners or occupiers shall be responsible for mowing their grass and keeping their property free of rubbish, trash, waste or junk. At all times grass shall not be allowed to grow beyond a maximum length of sixteen (16) inches in height. Should this provision be violated and such violation not abated within ten (10) days of written notice to the lot owner or occupier, the Declarant may enter the property to mow the same to bring the lot in conformity with this provision. The cost of mowing and any action taken in regards to this provision and its enforcement (including reasonable attorney fees) shall be an enforceable lien against the lot and shall also be a personal liability to the lot owner or occupier.

8. The covenants and restrictions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration, after which time they shall be automatically extended for successive periods of one (1) year unless and until a rescinding instrument signed and notarized by not less than seventy-five percent (75%) of the Lot Owners in the Subdivision. This Declaration may be amended at any time, an amending instrument signed and notarized by not less than seventy-five percent (75%) of the Lot Owners in the Subdivision. No amendment shall alter any obligation to pay assessments, affect any lien for the payment of assessments or alter any rights reserved by the Developer. To be effective any rescinding instrument or amendment must be recorded in the Office of the Register of Deeds of Beaufort County and a marginal entry of the same must be entered on the face of this recorded document.

9. With the exception set forth below, all livestock and all domesticated farm animals (including, but not limited to, fowl, cattle, and swine) shall be prohibited from all Subdivision property. However, residential occupants of the property may have dogs and cats provided they shall not disturb or annoy residents of the Subdivision and are not allowed to run free; dogs and cats shall be walked on leashes. If dogs or cats are walked outside of their home lot, the owner must scoop animal waste and dispose of the same in trash containers.

10. Loud Noises must be avoided at all times, but especially between the hours of 10:00 p.m. and 8:00 a.m.

11. Occupiers and renters as well as owners are required to abide by these Covenants. Lot owners shall take care to provide occupiers and renters with a copy of these Declarations.

12. After conveyance of each respective lot by the Declarant, no signs or billboards shall be erected or maintained on the said lot except an appropriate "For Sale" sign, and no trade materials or inventories may be stored upon nor, with the following exception, may any trucks or tractor trailers be stored or regularly parked thereon. The exception shall be that privately owned, non-commercial passenger pickup trucks owned and used by an owner or renter as a primary vehicle may be parked upon lots.

13. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other

provisions of this Declaration, and the remaining provisions of this Declaration shall remain in full force and effect.

14. Lot owners and occupiers shall not leave their vehicles parked on Subdivision streets (vehicles shall only be parked in drives located within the boundaries of lots).

15. Subject to the two exceptions set forth herein, all homes must be "stick built" on the property within the subdivision. All construction on the property must conform to all Beaufort County building regulations and requirements. The two exceptions to this provision shall be that: (1) Nothing herein shall prevent Jabez Development Group, LLC from maintaining a trailer on the property as a sales office for so long as Jabez Development Group, LLC, shall own a lot or any lots within the Subdivision which are for sale, and (2) Nothing herein shall prevent a resident owner or a resident renter of a lot from parking in the rear of an improved lot (ie. the residence's side opposite the adjoining subdivision street, on the other side of the home from the street) a recreational camper style mobile home which is titled in the name of the resident owner or resident renter and is not used or occupied on the lot.

16. Once a Subdivision lot has been conveyed by Jabez Development Group, LLC, such lot may not be split or subdivided into smaller parcels.

17. Upon application to and approval of the Developer and in accordance to such Beaufort County rules or ordinances as which may be applicable, and in accordance to such provisions as required by the Developer, two adjoining lots which have the same ownership may be combined to form a single lot. In such event the newly formed single lot shall have all of the rights and obligations of a single lot under these Declarations.

18. Lot Improvements within the Subdivision shall be limited to single family residential dwellings with either attached or detached garages provided the detached garage is of the same construction style and material as the dwelling. For waterfront lots, such single family residential dwelling construction shall have an enclosed, heated living space of at least 2,000 square feet, not including cellars, decks, enclosed porches and garages. For interior, non-waterfront lots, such single family residential dwelling construction shall have an enclosed, heated living space of at least 1,800 square feet, not including cellars, decks,

enclosed porches and garages. Dwellings shall have a minimum of at least four (4) ridgepoles in the roof-line, and a minimum roof pitch ratio of 8/12. Exteriors of such construction shall be of wood and/or masonry excluding concrete block type and may be covered by exterior siding (excluding T1-11 type siding). In conjunction with the construction of a residential dwelling or thereafter the property may be further improved by the construction of outbuildings, which shall be of the same construction style and material as the dwelling. However, the outbuildings may not be used as a dwelling. Once begun, all construction on the lot shall be completed within twelve (12) months.

19. Use of the property shall be in conformity with all local, state and federal laws, regulations and rules regarding construction, usage, setbacks, improvements or environmental protection.

20. All of the property composing Riverbluff Subdivision is depicted upon the referenced Map and is subject to all matters shown on the said Map. Each lot shall be conveyed subject to all drainage easements, setbacks, street right-of-ways, wetland delineations and all other matters depicted on the referenced Map or described by the Map's "Note" section.

21. The Declarant's rights, duties and obligations hereunder shall cease when all the lots in the subdivision have been conveyed to a third party or parties.

22. No resubdivision of any single Lot shall be allowed, if any resulting Lot will be smaller in size than any of the Lots resubdivided, prior to resubdivision. Nothing contained herein shall prohibit conveyance of more than one Lot, or portions of contiguous Lots, as long as the resulting Lot or Lots are greater in size than those originally subdivided. The deed of conveyance of any such resubdivided or recombined Lots shall restrict the construction thereon to one (1) single family residential home per redivided Lot, so that the maximum number of homes which can be constructed within the Subdivision shall not increase.


23. The Declarant, reserves for itself, its successors and assigns, a twenty (20') foot sewer easement which runs from Lot 1 and Lot 2 and thence across a sixty (60') foot private right of way to Lot 6 and thence across Lot 6, Lot 7, and Lot 8, and thence running adjacent to Lot 8 a twenty-Five (25) foot sewer easement

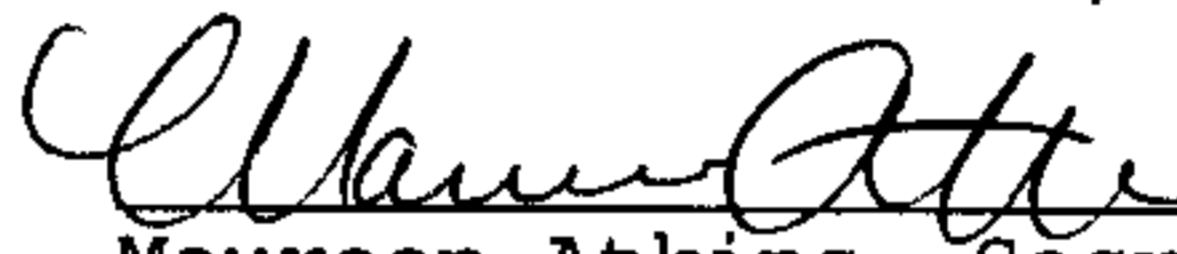
to Lot 1A and 2A to the point of termination of the twenty-five (25') foot easement. This utility easement is reserved to connect Lot 1 to Lot 1A and Lot 2 to Lot 2A for the purpose of establishing a remote septic drain field. This utility easement is shown on the map of the Riverbluff Subdivision heretofore referred to.

IN WITNESS WHEREOF, the Jabez Development Group, LLC has caused this Declaration to be executed by its duly authorized officer this day and year first above written.


Jabez Development Group, LLC,
a North Carolina Limited Liability
Company

Bestwaterfront.com, Inc.,
Member Manager of Jabez Development
Group, LLC

BY: 
Stephen C. Atkins, Sr., President of
Bestwaterfront.com, Inc.

BY: 
Maureen Atkins, Secretary of
Bestwaterfront.com, Inc.

Choicewaterfront.com, Inc.,
Member Manager of Jabez Development
Group, LLC

BY: 
Stephen C. Atkins, II, President of
Choicewaterfront.com, Inc.

BY: 
Shannon B. Atkins, Secretary of
Choicewaterfront.com, Inc.

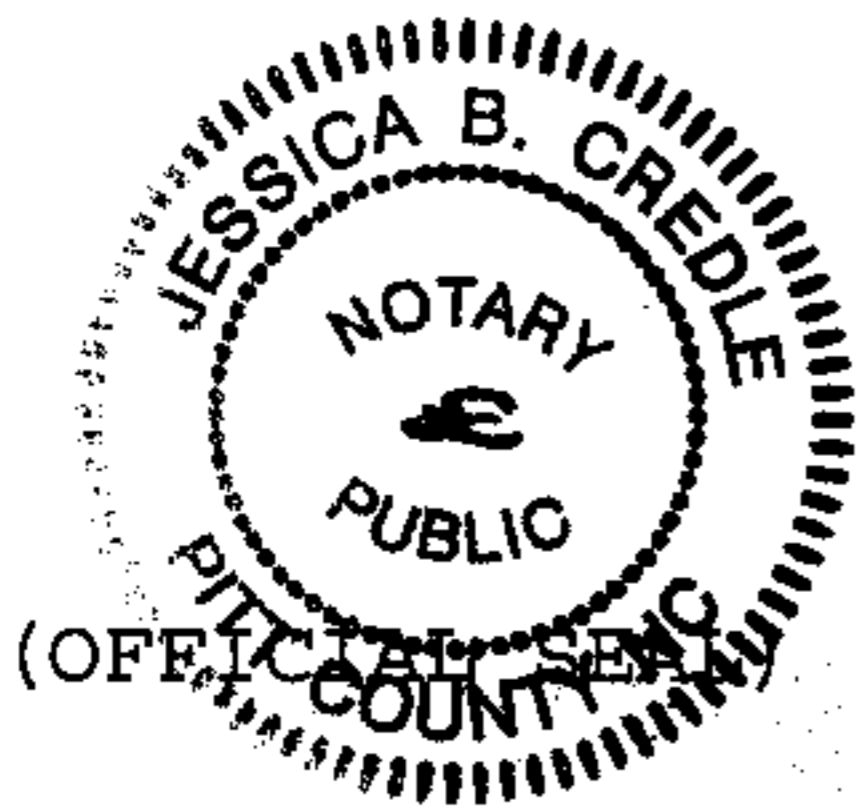
STATE OF NORTH CAROLINA

COUNTY OF Pitt

I, Jessica B. Credle, a Notary Public, do hereby certify that Stephen C. Atkins, Sr., President of Bestwaterfront.com, Inc., Member-Manager of Jabez Development Group, LLC, Maureen Atkins, Secretary of Bestwaterfront.com, Inc., and Stephen C. Atkins, II, President of Choicewaterfront.com, Inc., Member-Manager of Jabez Development Group, LLC, Shannon B. Atkins, Secretary of Choicewaterfront.com, Inc., personally came before me this day and acknowledged that they are the Managing Member of Jabez Development Group, LLC, a North Carolina Limited Liability Company, and that by authority duly given they executed the foregoing instrument on behalf of the limited liability company and that said instrument is an act of the limited liability company.

Witness my hand and official stamp or seal, this 30th day of June, 2005.

Jessica B. Credle (SEAL)
Notary Public



My Commission expires:

9/17/06

T. R. THOMPSON, JR., ATTORNEY AT LAW, AURORA, NORTH CAROLINA



BK 1 4 6 3 PG 3 1 2

JENNIFER LEGGETT WHITEHURST
BEAUFORT COUNTY REGISTER OF DEEDS
COURTHOUSE BUILDING
112 W. 2ND STREET
WASHINGTON, NC 27889

Filed For Registration: 07/01/2005 02:05:25 PM
Book: RE 1463 Page: 304-312
Document No.: 2005005251
RESTR COV 9 PGS \$35.00
Recorder: JENNIFER L WHITEHURST

State of North Carolina, County of Beaufort

The foregoing certificate of JESSICA B CREDLE Notary is certified to be correct. This 1 ST of July 2005

JENNIFER LEGGETT WHITEHURST, REGISTER OF DEEDS

By: 
Deputy/Assistant Register of Deeds

T. R

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