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STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

SUPPLEMENTAL DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS OF  
RIVER REACH SUBDIVISION  
PHASE IV  
MAP BOOK AT PAGE , SLIDE

THIS DECLARATION, made this 23 day of November, 1999, by RIVER REACH DEVELOPMENT CORPORATION, a North Carolina corporation with its principal place of business in Carteret County, North Carolina, hereinafter called "Declarant":

BACKGROUND STATEMENT

The Declarant, River Reach Development Corporation, is the owner of certain real property situated in Onslow County, North Carolina. This tract of land is shown on that plat appended hereto as Exhibit A and is described in Exhibit B, which are appended hereto and incorporated herein by reference, and is called the "development area". Declarant has created, in phases, a subdivision of single-family lots located within the development area, which subdivision is named "River Reach". The most recent and final phase of this development has been designated as Phase IV, also known as "River Reach West" and hereinafter referred to as such in this Supplemental Declaration, the plat thereof is recorded in Map Book 38 at Page 89, Slide 412 in the Office of the Register of Deeds of Onslow County, and the said plat is incorporated herein by reference. By this Supplemental Declaration, the Declarant desires to assure development of River Reach West in a manner such as to preserve the value of the investment of owners therein, and further so as to protect the land and its vegetation from damage which would detract from its beauty or increase its vulnerability to damage by natural forces.

NOW, THEREFORE, Declarant does publish and declare that all of the property described as River Reach West, Phase IV, as shown on that plat recorded in Map Book 38 at Page 89, Slide 412 in the Office of the Register of Deeds of Onslow County is held and shall be held, conveyed, and improved, subject to the following covenants, restrictions, easements, uses, and obligations, all of which are agreed to be in furtherance of a uniform plan of subdivision, and shall be deemed to run with the land and to be a burden and a benefit to Declarant, its successors and assigns, and to those persons having previously acquired an interest in prior phases of River Reach Subdivision, together with any persons acquiring an interest in this Phase IV, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I

DEFINITIONS:

The following words or phrases, as used in this instrument and any amendment hereto shall have the following meanings, unless the context shall prohibit:

1. Development Area: That property platted on Exhibit A hereto and described on Exhibit B hereto.

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2. River Reach West - Phase IV: That property as shown on that map recorded in Map Book 38 at Page 189, Slide 442, Onslow County Registry.
3. Association: The River Reach Owner's Association, Inc.
4. CAMA Set-Back Line: That line shown and so designated on the plat or plats of River Reach Subdivision, representing the closest point to the ordinary highwater mark of the White Oak River at which any improvements, under the regulations of the Coastal Resources Commission, may be erected. The location of this line is subject to change by statute or by regulations promulgated by the Coastal Resources Commission or adopted by any other governmental agency having land-use planning authority.
5. Owner: The record owner, whether one or more persons or entities, of fee simple title to any lot in the subdivision.
6. Common Area: An area dedicated to the use of all owners in the various successive phases of River Reach Subdivision, and subject to dedication to the use of other property owners within the total development area, including River Reach West - Phase IV, at the election of the Declarant.

## ARTICLE II

BUILDING USE:

Lots in River Reach West - may be used solely for single-family residential purposes, and no business or commercial activity shall be permitted. This restriction shall not apply to those activities of the Declarant or its agents which are reasonably required in connection with its marketing activities, as long as unsold lots remain in the subdivision.

## ARTICLE III

BUILDING RESTRICTIONS:

1. Set-Back Requirements: The minimum building lines, front and rear, shall be as shown on the recorded plat of the subdivision referenced hereinabove. No part of any structure of any kind shall be erected or permitted to remain on any lot other than within the front and rear set-back areas so defined, nor within 10 feet of any side lot line. In the event that street set-backs are not shown on the recorded plat, the minimum set-back requirement from any dedicated street within the subdivision shall be 30 feet; but provided, however, that the Architectural Control Committee of the Association is expressly granted the authority to reduce the set-back requirement from 30 feet to 20 feet in the sole instance of corner lots, and such reduction may be applied on only one of the two street-facing boundaries of such lots. Unless there is an express waiver of the requirement by the Architectural Control Committee, the aforesaid set-back requirement shall apply to both sides of corner lots which abut two dedicated streets.

2. Built-Upon Area: As required to be included in this Declaration by the North Carolina Department of Environment and Natural Resources (NCDENR), the built-upon area for each lot shall be limited to 5276 square feet. "Built-upon area" shall mean any portion of the lot and of the right-of-way between the front lot line and edge of pavement that is covered by impervious or partially pervious surfaces, which include the dwelling, garage, and accessory structures. It also includes driveways, walkways or patios of asphalt, concrete, gravel, brick, stone, slate or coquina, but does not include uncovered wood decking or the water surface of swimming pools. This requirement may not be waived, changed or deleted without express written approval by the

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NCDENR. Lots within CAMA's Area of Environmental Concern (AEC) may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC. Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.

3. **Building Size:** All residences in River Reach West shall contain a minimum of 1300 square feet of enclosed, heated area. If consisting of one and one-half or two stories, a minimum of 1,000 square feet of total enclosed area – heated or unheated - is required at the first floor level.

4. **Garage:** An enclosed garage must be provided with each residence, to accommodate a minimum of one (1) and maximum of three (3) vehicles. No open carports shall be permitted. Garage may ONLY be separated from the dwelling if it is constructed in the identical architectural design, construction materials, standards and colors used on the dwelling itself, AND is attached to the dwelling by a covered deck or walkway which joins the two structures.

5. **Height Limitations:** No structure shall be erected or permitted to remain on any lot, any part of which (excepting chimneys or flue stacks, electronics antennae, or vent pipes) shall exceed two living stories or thirty (30) feet in height measured from the lowest grade level of the building foundation or piers upon which the structure is erected. Where appropriate due to the lay of the land, basements with living space shall be permitted, with two living stories above.

6. **Accessory Buildings:** No free standing storage sheds or other accessory structures shall be allowed to stand on any lot. However, storage buildings are permitted if permanently attached to the house, and if constructed in the identical architectural design, construction materials, standards and colors used on the dwelling itself.

7. **Driveways:** Driveways may be located within two (2) feet of any side lot line. All driveways shall be constructed with 16" reinforced concrete culverts, with headwalls of masonry, stucco, brick, treated wood timbers, or any other material approved by the Architectural Committee. Driveways shall be surfaced with concrete, asphalt, brick, turf stone, or equivalent. Marl or Belgrade rock may only be used if contained within timbers or equivalent finishing materials. Road culverts need to be installed by builder or owner with an invert at grade at a chosen location that follows the original North Carolina Department of Transportation (NCDOT) drainage profile as originally installed by Declarant and approved by the DOT, as to not impede water drainage. As required to be included in this Declaration by the North Carolina Department of Environment and Natural Resources (NCDENR regarding environmental concerns, filling in or piping any ditches or swales except for average driveway crossings is strictly prohibited. This requirement may not be waived, changed or deleted without express written approval by the NCDENR.

8. **Antennae:** No separate, free standing electronics antennae shall be erected or permitted to remain on any lot. Antennae and small satellite dishes are permitted if attached to the residence.

9. **Fencing:** All plans for any type of fencing must be submitted for approval to the Architectural Control Committee before installed. Chain link fencing is not allowed. Fencing other than 2-rail split timber or other approved decorative or ornamental fencing may not be installed any further forward than the back of the house, and must be no higher than five (5) feet.

10. **Prohibited Structures:** It is specifically the intention and purpose of this covenant to prohibit the location of mobile homes, motor homes, trailers, relocatable houses, or similar type structures on the property.

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Open piling foundations are prohibited, and all foundation walls must be finished outside by brick, stucco, or similar approved material. Modular construction shall be permitted providing that there is a full floor joist system not supported by chassis or steel frame. Fabrication shall not be limited to the building lot. This covenant is not to be construed as prohibiting such structure as a sales/rental model, office or construction site facility by Declarant, his successors or assigns.

## ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE:

1. Composition: Until such time as the deed is recorded for the last lot in River Reach West, or before at Declarant's choice, the specific power to act as the Architectural Control Committee for River Reach West shall be exercised by the Declarant, his successors or assigns. Thereafter, an Architectural Control Committee consisting of three (3) persons shall be appointed by the Board of Directors of the Association. Declarant recognizes that there may be an Architectural Control Committee for earlier phases of River Reach Subdivision appointed by the Association and a separate Architectural Control Committee appointed by the Declarant for this Phase IV.

2. Responsibility of Owners: In the event that any building, fence, wall, walkway, or any other structure is to be erected, modified or altered on any lot, or in the event that any relandscaping or site alteration is to take place within the area of any lot lying within the CAMA set-back zone, complete plans and specifications, including site and landscaping plans must be submitted to the Architectural Control Committee before the commencement of work. In the event of new construction or major alteration or replacement of any existing residence, the submittal shall include a plat prepared by a registered professional engineer, registered architect, or land surveyor. Submittals shall be directed to "River Reach Architectural Control Committee" in care of the River Reach Development Corporation, 907 W.B. McLean Drive, Cape Carteret, North Carolina.

3. Scope of Architectural Review: Within thirty (30) days of the submission of such plans, the Architectural Control Committee shall approve, disapprove, or recommend modifications of the same. In the event action is not taken within thirty (30) days of the date received by the committee, such plans are deemed approved. Factors to be considered by the Architectural Control Committee shall include, but not by way of limitation, the following:

- (a) Preservation of the natural environment.
- (b) Harmony of design with the locale and with existing structures, so as to avoid devaluation of surrounding properties.
- (c) The desirability of minimizing intrusions on the view and the privacy of surrounding properties.
- (d) Design and location of driveway entrances and utilities service equipment.
- (e) Complete compliance with all building restrictions set out in this Declaration.

4. Enforcement of Architectural Requirements: The Architectural Control Committee is empowered, on behalf of the Association and affected individual owners, to bring an action to enforce the

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requirements of this Article, including, but not by way of limitation, actions for injunctive relief. In the event that the Architectural Control Committee should prevail in such an action brought to enjoin a violation of this Article or the next preceding article, the Architectural Control Committee shall be entitled on behalf of the Association to recover reasonable attorney's fees for such action. The Architectural Control Committee shall have the absolute right to enjoin any construction which proceeds in violation of the procedure set out in this Article.

## ARTICLE V

GENERAL RESTRICTIONS:

1. **Vehicles:** No commercial vehicle, mobile home, motor home, bus or any other such vehicle shall be permitted to remain on any lot except in an enclosed garage; provided, however, guests of an owner may so park such vehicle for a period not to exceed seven (7) days. No automobile, motorcycle or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage.
2. **Animals:** No animals, livestock, or poultry of any kind other than customary household pets shall be kept or maintained on any lot. Owners shall be solely and absolutely liable for the acts of any pet kept on their lot.
3. **Boats & Recreational Vehicles:** Boats, boat trailers and recreational vehicles may be kept on the property provided that:
  - (a) They are stored or parked within a garage or only on that part of any lot away from the street lying beyond the front line of the house, so as to be inconspicuous from the street.
  - (b) They are stored or parked no closer to any lot line than the set-back requirements set out hereinabove.
  - (c) There shall be no more than three (3) such per lot.
  - (d) In no case shall travel trailers, motor homes, or similar vehicles be occupied as living quarters at any time whatsoever while on the property.
4. **Signs:** No advertising signs, except a "For Rent" or "For Sale" sign not exceeding three (3) square feet in area shall be placed on any lot. This restriction shall not apply to the reasonable advertising activities of Declarant or Declarant's agents as long as it owns lots in this phase.
5. **Subdivision:** No lot in River Reach West may be subdivided so as to reduce its size. An owner may combine two (2) or more lots for the construction of a single residence. Two owners may combine three (3) lots and redivide them into two (2) so long as each resultant lot is of a size equal to or greater than the original individual lots. In the event that three (3) lots are combined and redivided in this fashion, the Architectural Control Committee shall have the authority to determine the location of the residence on the resultant lots.
6. **Gas Tanks:** No exposed fuel oil or propane gas tanks shall be permitted.
7. **Garbage & Refuse Disposal:** Trash, garbage or other waste shall be kept in sanitary containers in an enclosed area not subject to view from any person in any direction, except when brought to the street for

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pickup by the Town of Swansboro or their contracted garbage collection service.

Unimproved lots shall be kept free of trash, unsightly debris, and stored materials and vehicles. Lots shall be cleared of underbrush at least two times per year. If owners do not so clear their lot, the Association shall have the authority to clear any such lot of underbrush and separately assess the cost to the owner of the lot cleared.

8. **Utilities:** As required to be included in this Declaration by the North Carolina Department of Environment and Natural Resources (NCDENR) and the North Carolina Environmental Management Commission (Commission), the entire wastewater treatment, collection, sanitary sewage disposal system and the appurtenances thereto are part of the common elements and shall be properly maintained and operated in conformity with the law by the Association out of the common expenses, and shall receive the highest priority for expenditures by the Association except for Federal, State and local taxes, and insurance. A separate fund shall be budgeted for and maintained by the Association to assure that funds shall be readily available to repair, maintain or construct the disposal system beyond the routine maintenance and operational expenses. Special assessments can be made as necessary if this fund is not adequate for the construction, repair and maintenance of the disposal system. Recognizing that it would be contrary to the public interest and to the public health, safety and welfare for the Association to enter into a voluntary dissolution without having made adequate provision for the continued proper maintenance, repair and operation of its Disposal System, the Association shall not enter into voluntary dissolution without first having transferred its said system and facilities to some person, corporation or other entity acceptable to and approved by the Commission by the issuance of a permit.

For such time as private or public wastewater treatment facilities are available, no individual septic tank or other waste treatment equipment shall be permitted.

9. **Nuisance:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. **Clotheslines:** All clotheslines, if any, shall be confined to a drying yard suitably screened from view.

11. **Streetlights:** The Declarant reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of street lighting for the community, which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each lot or collectively by the Association.

## ARTICLE VI

### EASEMENTS:

Each lot in River Reach Subdivision West - Phase IV is burdened by or benefited by certain easements in perpetuity, running with the land, as follows:

1. Each lot in River Reach Subdivision is subject to a utilities easement for underground services to other lots within the subdivision as the same is shown on the recorded plats.

2. **General Utilities Easements:** In addition to the foregoing, each lot in River Reach Subdivision is subject to a general easement granted, or to be granted, by the Declarant to the furnishers of utilities to individual

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lots within the subdivision, for the purpose of providing utilities services to the individual lots.

3. **Access Roads:** All access roads as shown on the plats referenced above, shall be constructed to State secondary road standards, but until such time as these roadways are accepted by the North Carolina Department of Transportation for maintenance, they shall be maintained by Declarant and the Association as more fully provided in Article VIII hereto.

4. **Common Area Easement:** Each lot in River Reach West is afforded an easement to the common areas and recreation areas as shown on the previously recorded plat of Phase I of River Reach Subdivision, and subsequent phases in River Reach Subdivision, for the general use and enjoyment of the said common areas, collectively with the owners of other properties within the development area as defined hereinabove.

5. **Sight Distance at Intersections :** Corner lots within these phases of River Reach are burdened with line of sight easements at Intersections as shown on the recorded plat. In the interest of public safety, the North Carolina Department of Transportation requires that no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

6. For a period of two (2) years from the date of conveyance of the first lot in River Reach West the Declarant reserves a blanket easement and right of way on, over and under the ground within a lot to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary. Following such action the Declarant shall restore the affected property to its original condition as near as practical. The Declarant shall give reasonable notice of its intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. At the expiration of such two (2) year period, said easement to correct drainage shall automatically be held by the Association.

#### ARTICLE VII

##### RIGHTS AND RESPONSIBILITIES OF DECLARANT:

In the development of River Reach Subdivision and, in particular, in the further development of River Reach West – Phase IV, the Declarant assumes certain responsibilities and obligations to purchasers of lots as follows:

1. Declarant agrees to pay assessments to the Association as provided in Article VIII of this Declaration.
2. Since this is the final phase of the development area, and since this Phase IV and all subsequent phases of River Reach Subdivision have consisted of single-family lots, the size and layout of which have been similar to and compatible with the design of Phase I of River Reach Subdivision, the Declarant intends for the owners of lots in River Reach West to, upon the closing of the purchase of said lot, automatically become members of the existing River Reach Owners Association, Inc., as provided for in the initial Declaration of

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## Covenants, Restrictions and Easements of River Reach Subdivision.

3. Declarant has an obligation to provide a defects guarantee to maintain the sewer lines, water lines, roads, swales and ditches in River Reach West – Phase IV for a period of one year from the filing of this Supplemental Declaration. In addition to this obligation, Declarant shall pay to the Association, in advance, an amount of \$1200, which covers the cost for the first year for streetlights, since it is in Declarant's best interest and for the protection of the entire River Reach Subdivision to have streetlights illuminated in all sections of River Reach, even if there are no existing houses on those streets.

## ARTICLE VIII

RIVER REACH OWNERS ASSOCIATION, INC.:

All purchasers of lots in River Reach Subdivision, including River Reach West shall, and by their acceptance of deeds conveying such lots do, for themselves, their heirs, successors and assigns, agree to become members of the River Reach Owners' Association, Inc., a North Carolina non-profit corporation organized for the purposes set out in the Articles of Incorporation and By-Laws thereof, which appear on record as Exhibits D and E to the original Restrictive Covenants for River Reach Subdivision - Phase I which is recorded in Book 649 at Page 843 in the Office of the Register of Deeds of Onslow County.

1. Responsibility of the Association: The Association shall assume responsibility for such functions as shall fall within the purposes for which it is chartered, including, but not by way of limitation, the following:

- (a) Maintenance of streets within the subdivision until such time as the same may become the responsibility of the State of North Carolina.
- (b) Negotiating and contracting for such other services as the owners may elect, and payment of premiums for liability insurance and local taxes
- (c) Maintaining and payments of assessments for any improvements in the common areas as defined hereinabove, and specifically any storm water control or disposal system improvements
- (d) Enforcement of the provisions of the Declaration.

## 2. Assessments:

(a) Each owner of a lot or lots in River Reach Subdivision, by acceptance of the deed thereto, covenant and agree, on behalf of himself, his heirs, successors and assigns, to pay whether or not it shall be expressed in such deed, is deemed to, and does thereby, assessments to the Association for the expenses incurred in providing the services and in maintaining the properties which are the responsibility of the Association. The initial assessment shall be \$150.00 per year for each lot, whether or not improved, and the assessment year shall coincide with the fiscal year of the Association, which is April 1<sup>ST</sup> – March 31<sup>ST</sup>.

(b) In order to protect the investment interest of the Declarant, and to recognize the fact that the monetary impact to the Association will be minimal on unimproved lots in River Reach West the following shall occur:

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1. Declarant shall maintain the sewer lines, water lines, roads, swales and ditches in River Reach West – Phase IV for a period of one year from the filing of this Supplemental Declaration, during which time Declarant shall not be levied assessments on unsold lots in Phase IV.

2. Thereafter, until seven (7) years from the date of the recording of this Supplemental Declaration, Declarant shall pay annual assessments in the amount of twenty-five percent (25%) of the normal assessment on lots owned by it, or shall defray the deficits of the Association attributable solely to the impact of Phase IV and so duly recorded, whichever shall be less.

3. Declarant shall pay any special assessments for maintenance and repair of existing common elements and amenities which are not covered by the surplus for replacement and repair, if any such special assessments are levied, for unsold lots after the first year. However, Declarant shall not be assessed on unsold lots for special assessments for any new construction, although Declarant may elect to participate in such new construction at its sole option.

4. After seven (7) years from the date of the recording of this Supplemental Declaration, Declarant shall pay annual and special assessments at the rate set out for all owners in the Association at that time for any unsold lots in River Reach West

(c) No individual lot owner within River Reach Subdivision shall be relieved of the obligation to pay assessments for the support of the activities of the Association by his election to decline the use of the same.

(d) At closing, each purchaser shall pay a pro-rata portion of the annual assessment from the date of closing to the next succeeding March 31<sup>st</sup> as further provided.

3. Voting Rights: All owners of lots in River Reach Subdivision, including Declarant, shall be entitled to one (1) vote for each lot, as further provided in the Articles of Incorporation and the By-laws of the River Reach Owner's Association, Inc. Since it is the intent of the Declarant for the single-family lot owners of River Reach West to immediately become members of the pre-existing Association, it should be so noted in this section that this Supplemental Declaration may not be amended until Declarant shall no longer own any lots in River Reach West, or upon the expiration of seven (7) years from the date hereof, as further outlined in Article IX of this and all previous Declarations and Supplemental Declarations for River Reach Subdivision.

4. Lien of Assessment: The assessments called for hereinabove, together with interest and cost of collection, including court costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may bring an action at law against the owner or owners personally obligated to pay the same or may foreclose the lien against the property, and the Association is hereby granted a power of sale to conduct said foreclosure; and interest, costs and reasonable attorney's fees of the action of foreclosure shall be added to the amount of such assessment. Such foreclosure shall be conducted under the procedure prescribed by statute in North Carolina for sales under a power of sale.

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5. Subordination of Lien to Mortgage: The liens provided for herein shall be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust. Sale or transfer of any lot shall not affect the assessment lien provided for in the preceding section. However, the sale or transfer of any lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof shall extinguish the lien of such assessment as to the payment thereof which became due prior to such sale or transfer, but shall not extinguish the personal liability of the owner at the time the assessment fell due. No such sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for shall continue to be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust. Any owner granting a lien on his property shall file a request for notice to the Association in the event of foreclosure of the same.

6. Effect of Default in Payment of Ad Valorem Taxes of Assessments for Public Improvement by Association: Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Areas or assessments for public improvements to the Common Areas, which default shall continue for a period of six (6) months, each owner of a lot in the River Reach Subdivision shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of lots in the development area. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien subject to the lien of the governmental authority levying said ad valorem taxes on the lot of the then owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the lot of the owner.

## ARTICLE IX

INCORPORATION, DURATION AND AMENDMENT:

The Bylaws of River Reach Subdivision, recorded in Map Book 649 at Pages 861 to 871 in the office of the Register of Deeds of Onslow County are incorporated herein as fully set out and shall govern the Association of Phase IV.

All restrictions and covenants and bylaws set forth in this Supplemental Declaration shall run with the land and shall be binding upon all parties and persons claiming under them for a period of twenty-five (25) years from the date of recording of the original Declaration, after which these restrictions and covenants shall be automatically extended for additional periods of ten (10) years each.

This instrument may be amended by the Declarant until the Declarant shall no longer own unsold lots in River Reach Subdivision, or upon the expiration of seven (7) years from the date hereof, whichever shall occur first, but provided, however, that the Declarant shall not have the power to:

- (a) Alter the voting rights of members other than as provided herein or in the Articles of Incorporation or By-Laws of the Association, nor to create voting rights in the master Association, if created, other than on the basis of one (1) vote per living unit; or

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(b) Affect any amendment which would alter these covenants and restrictions with respect to any lot in present phases of River Reach Subdivision as shown on the plats referenced above, or any lot in any subsequent phases which shall be shown on a subsequently recorded map or plat at the time of such amendment;

without the joinder of seventy-five percent (75%) of the owners of lots, other than the Declarant, in such recorded phases.

This instrument may be amended at any time after the Declarant shall no longer own any lot or lots in River Reach Subdivision, or upon the expiration of seven (7) years from the date hereof, whichever shall occur first, by an affirmative vote of seventy-five percent (75%) of the then owners of lots in River Reach Subdivision, including the owners of subsequent phases of River Reach Subdivision. Any voting contemplated by this Article shall be based on one vote per lot.

ARTICLE X

ENFORCEMENT:

In the event of a violation or breach of any of the covenants and restrictions herein by any owner or agent thereof, the owners of other lots, jointly or severally, or the Board of Directors of the Association acting on behalf of such owner or owners, or the Declarant if it shall then own a lot or lots in the Subdivision, shall have the right to bring an action to compel compliance or to enjoin such violation or breach. In the event the enforcement action should result in a judgement in favor of the owner(s) bringing the same, or in favor of the Association, or the Declarant, reasonable attorney's fees shall be recovered in such action. This enforcement right is exercisable by any owner in any phase against any violation in any phase, and is not restricted to Phase IV.

ARTICLE XI

SEVERABILITY:

The invalidation by any court of any restrictions or obligations contained in this Declaration shall in no way affect any other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant 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.

RIVER REACH DEVELOPMENT CORPORATION

BY: Robert L. Koralik  
President



Rachel K. King  
Secretary



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EXHIBIT "B"

IN SWANSBORO TOWNSHIP, ONSLOW COUNTY, STATE OF NORTH CAROLINA, and BEGINNING at an existing iron pipe at the northwestern corner of a 1.94 acre tract conveyed by Paul T. Crumpler, et al, to Harold Weeks, et ux, by deed recorded in Book 509, Page 768, Onslow County Registry, said BEGINNING corner being located South 63 degrees 37 minutes East, 472.0 feet from a point in the southeastern right of way line of NCSR 1448, said latter point being located as measured in a southwestwardly direction along the right of way line of said Secondary Road 34 feet from the southeastern terminus of said right of way; running thence from said BEGINNING point along the northernmost line of the Weeks property North 27 degrees 53 minutes 00 seconds East, 302.06 feet to an existing iron pipe; cornering and running thence South 62 degrees 05 minutes 01 seconds East, 214.17 feet to an existing iron pipe; thence North 3 degrees 12 minutes 54 seconds West, 93.98 feet to a point in the mean high water mark of the White Oak River, said point being designated as Point A on the map hereinafter referred to; thence along and with the mean high water line of the White Oak River the following traverse line: North 23 degrees 13 minutes 41 seconds West, 398.22 feet; North 05 degrees 36 minutes 17 seconds West, 791.62 feet; North 67 degrees 43 minutes 03 seconds West, 428.94 feet; North 48 degrees 24 minutes 25 seconds West, 366.29 feet; North 46 degrees 40 minutes 29 seconds West, 496.58 feet; South 89 degrees 08 minutes 20 seconds West, 729.66 feet; and South 67 degrees 45 minutes 21 seconds West, 439.11 feet to Point B as shown on the map hereinafter referred to; running thence along the dividing line between the Crumpler lands and the Weyerhaeuser Property lands as shown in Map Book 1, Page 124, Onslow County Registry, South 74 degrees 37 minutes 08 seconds West, 1,867.66 feet to a point; thence South 6 degrees 05 minutes 33 seconds West, 110.42 feet to a point; thence South 56 degrees 07 minutes 00 seconds East, 210 feet; thence South 78 degrees 42 minutes 27 seconds East, 324.02 feet; thence South 64 degrees 37 minutes 00 seconds East, 169 feet; thence South 64 degrees 37 minutes 00 seconds East, 289.52 feet; thence South 72 degrees 57 minutes 08 seconds East, 622 feet; thence South 74 degrees 26 minutes 25 seconds East, 298.83 feet; thence South 75 degrees 56 minutes 24 seconds East, 155.76 feet; thence South 78 degrees 37 minutes 08 seconds East, 234 feet; thence South 64 degrees 07 minutes 08 seconds East, 601 feet; thence South 60 degrees 09 minutes 02 seconds East, 770.12 feet to a rebar in the centerline of NCSR 1448; thence South 61 degrees 48 minutes 17 seconds East, 357.62 feet to a carriage bolt marking a corner in the lands of Paul T. Crumpler as described in deed recorded in Book 467, Page 305, Onslow County Registry; thence with the Paul Crumpler line North 27 degrees 49 minutes 28 seconds East, 232.39 feet to a point; thence South 62 degrees 30 minutes 59 seconds East, 99.21 feet to the point and place of BEGINNING, containing 104.33 acres, more or less, according to survey by Charles Rawls, Registered Surveyor, (L-2491), on September 22, 1982.

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REC 2009 NOV 17 10:59

STATE OF NORTH CAROLINA

COUNTY OF Carteret

I, Deborah A. Stanley, a Notary Public of the County and State aforesaid, certify that Naida N. Koraly personally came before me this day and acknowledged that she is the Secretary of River Reach Development 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 official stamp or seal, this the 17<sup>th</sup> day of November, 1999.

Deborah A. Stanley  
NOTARY PUBLIC

My Commission Expires: 6/30/01



NORTH CAROLINA, ONSLOW COUNTY  
The foregoing certificate(s) of

DEBORAH A. STANLEY

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1591 Page 947 This 23RD day of NOVEMBER, 19 99 A.D., at 10:59 o'clock A M.  
Michael M. Roman By \_\_\_\_\_  
Register of Deeds, Onslow County Register of Deeds

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Mail

Prepared by EDMUNDSON AND LINCOLN  
Post Office Box 4130  
Emerald Isle, North Carolina 28594

NORTH CAROLINA

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS,  
RESTRICTIONS & EASEMENTS OF**

ONSLOW COUNTY

**RIVER REACH SUBDIVISION, PHASE IV**

THIS First Amendment to Declaration is made and entered this the 14 day of January, 2000, by River Reach Development Corporation, a North Carolina Corporation, with its principal place of business in Carteret County, North Carolina, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of a certain tract of land located in Onslow County, North Carolina; and

WHEREAS, Declarant has caused to be recorded in Book 1591, Page 947, Onslow County Registry a Supplemental Declaration of Covenants, Restrictions and Easements of River Reach Subdivision, Phase IV which covers said tract of land in Onslow County, North Carolina; and

WHEREAS, Pursuant to Article IX, of the Supplemental Declaration of Covenants, Restrictions and Easements of River Reach Subdivision, Phase IV, in Book 1591, Page 947, Onslow County Registry, Declarant has the authority to amend said restrictive covenants; and

WHEREAS, Declarant desires to amend the Supplemental Declaration of Covenants, Restrictions and Easements of River Reach Subdivision, Phase IV in Book 1591, Page 947, Onslow County Registry, to change the Map Book and Page, and Slide Number of the description for Phase IV, River Reach as they are stated in the Supplemental Declaration of Covenants, Restrictions and Easements of River Reach Subdivision, Phase IV:

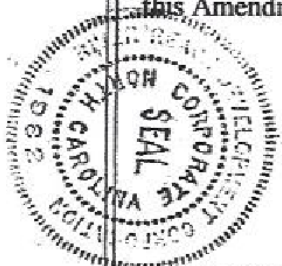
NOW, THEREFORE, it is hereby declared that the Supplemental Declaration of Covenants, Restrictions and Easements of River Reach Subdivision, Phase IV shall be amended to the extent that any reference of "Map Book 38, Page 189, Slide K-412" shall be changed to reflect "Map Book 38, at Page 186, Slide K-412", in the Office of the Register of Deeds of Onslow County, North Carolina.

Except insofar as Supplemental Declaration of Covenants, Restrictions and Easements of River Reach Subdivision, Phase IV in Book 1591, Page 947, Onslow County Registry, is changed

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by this Amendment or is in conflict with it, Declarant hereby ratifies the Supplemental Declaration of Covenants, Restrictions and Easements of River Reach Subdivision, Phase IV in Book 1591, Page 947, Onslow County Registry.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal, having caused this Amendment to be signed by its duly authorized officers the day and year first above written.



**RIVER REACH DEVELOPMENT CORPORATION**

By: Robert J. Koral (SEAL)  
President

Attested By:

Naida N. Koral (SEAL)  
Secretary

(Corporate Seal)

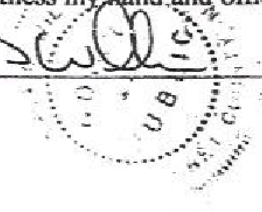
NORTH CAROLINA

CARTERET COUNTY

I, Paula G. Williams, Notary Public for said County and State, certify that Naida N. Koral personally appeared before me this day and acknowledged that he/she is Secretary of River Reach Development Corporation, a corporation formed under the laws of the State of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing Amendment was signed in its name by its President, sealed with its corporate seal, and attested by him/herself as its Secretary.

I certify that I, the undersigned, am a Notary Public or otherwise empowered to acknowledge signatures under Chapter 47 of the North Carolina General Statutes. Witness my hand and official seal, this the 14 day of January, 2000.

Paula G. Williams  
Notary Public



My commission expires:

NORTH CAROLINA, Onslow County  
The foregoing certificate(s) of PAULA G. WILLIAMS

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1602 Page 38 This 14TH day of JANUARY 2000 A.D. at 4:10 o'clock P M.  
Mildred M. Thomas By \_\_\_\_\_  
Register of Deeds, Onslow County Register of Deeds: