

RIVER WOODS SUBDIVISION  
A Mobile Home Subdivision  
DECLARATION OF RESTRICTIVE COVENANTS  
Phase Four

WHEREAS, River Woods, Inc., a North Carolina corporation, hereinafter called the Owner, is the owner of River Woods Subdivision, a mobile home subdivision located in Morehead Township, Carteret County, North Carolina; and

WHEREAS, the Owner, in order to assure that there is a harmonious and continuous plan and development for said River Woods Subdivision, and further to assure that all lots and blocks which it may own in the said subdivision will be governed by a single and uniform plan, which plan will be binding upon its successors, assigns, and legal representatives, does hereby place certain covenants and restrictions upon the said lands, which covenants and restrictions shall limit the use of each and all of the said lots as shown on the plat of River Woods Subdivision, and

WHEREAS, the owner desires to make the said lots, as shown on the said plat, subject to the covenants and restrictions hereinafter stated, and to make the said covenants and restrictions run with the land;

NOW, THEREFORE, in consideration of the premises, the Owner, for itself and its successors, legal representatives, and assigns, hereby restricts the use of the aforesaid lots and does hereby place upon the said land, as described aforesaid, the following covenants and restrictions:

1. No mobile home shall be placed on any lot unless such mobile home is at least fifty (50) feet in length and twelve (12) feet in width.

2. No mobile home over three (3) years of age at the time of lot purchase may be placed on any lot without the prior written approval and consent of the Board of Directors of River Woods, Inc.

3. There shall be no conventional permanent homes built in this subdivision, it being restricted to mobile homes. The term "Mobile Homes" shall include single and doublewide mobile homes.

4. All lots are restricted to one (1) mobile home, with occupancy by a single family. Leasing or sub-leasing of a mobile home or a lot to a party other than the buyer or purchaser of a lot shall be permitted provided that all leasing or sub-leasing shall in all respects conform with these restrictive covenants.

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5. No mobile home placed on any lot shall violate the setback restrictions of the River Woods Subdivision map. Each mobile home situated on any lot other than corner or cul-de-sac lot shall be located on the lot so that the front or long side of the mobile home shall be parallel with the street.

6. No mobile home shall be placed on any lot unless the mobile home has complete sanitary facilities, which shall include lavatory, water closet, tub or shower, and kitchen sink, and all such sanitary facilities must be in operable condition prior to placing the said mobile home on a lot.

7. All buyers or purchasers of lots, including their heirs, successors, and assigns, shall be required to use and pay for water provided by any private utility company affording such service to said subdivision; in conformity herewith all buyers or purchasers of lots shall be required to pay any deposits or tap-in fees by a municipal or private utility company, prior to moving any mobile home onto any lot in said subdivision; and also to pay promptly all monthly charges for service. Buyers or purchasers shall make all payments due to the utility company for sewerage service if so provided.

8. No television cable other than the one installed and furnished by the Owner, or by a company designated by the Owner, will be allowed in the subdivision.

9. No cabanas, pump houses, garages, utility buildings, or other additions shall be constructed on any of the said lots unless the plans for such additions have first been approved in writing by River Woods, Inc.

10. No rooms or other additions, including decks, porches, etc., may be added to a mobile home located on any lot without the prior written consent of River Woods, Inc.

11. No poultry, fowl, or animal other than household pets shall be kept or harbored on any of the said lots or within any mobile home situated thereon. Household pets are herein to be cats, dogs, parakeets, and other small domestic animals. All cats and dogs shall be contained in an enclosed area or shall be kept on a leash at all times.

12. No garbage or trash shall be burned on any lot. All garbage, trash, or other refuse shall be kept in clean and covered receptacles located either in the rear of said mobile home or in a building, cabana, or other enclosed structure, so that the contents thereof shall not be visible from the street. It shall be the duty of all lot buyers to see that their garbage, trash, and other refuse is systematically and promptly collected by a refuse collector.

13. No noxious, offensive, immoral, or illegal activity shall be carried on upon any lot, nor shall any act be

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committed thereon which would constitute an annoyance or nuisance to the other residents of the subdivision or to the general public.

14. No commercial advertising or display signs shall be permitted within the subdivision, except that the Owner, or his agents, may erect such temporary advertising and display signs as may reasonably be required for development and sale of the lots.

15. The buyer or purchaser of each lot shall keep the lot mowed regularly, including that area from the lot line to the edge of the paved street, and clear of any unsightly objects, and in the event that the buyer or purchaser or any lot within the said subdivision breaches this restriction, the Owner reserves the right to enter upon the said lot, and mow the grass, clean up the lot, and remove unsightly structures and objects, and the cost of such work shall become a lien upon the said lot, and the buyer of said lot shall be liable for the payment of said costs to the Owner.

16. Where the lots border on or contain ditches, ponds, drainage canals, swales, and lakes, the buyer of each lot shall keep that area, including the slopes, down to the edge of the water, mowed and maintained regularly. Washouts or erosions on the lots shall be properly tended to by the respective lot buyer.

17. Any major mechanical or repair work performed on any motor vehicle shall be done in an enclosed garage or carport, and shall not be visible from the street.

18. All boats and travel or utility trailers shall be stored and placed in a garage, carport, or on the rear of the subject lots.

19. All clotheslines and playground equipment, including but not limited to swings, swing sets, merry-go-rounds, play pens, sand boxes, toys, etc., shall be located in the rear yard of the mobile home and not in the front yard.

20. There shall be no television or radio antennas or aerials erected on the street side of the mobile home and all television and radio antennas or aerials that service such mobile home shall be located not further than ten (10) feet from the rear of said mobile home.

21. All cars shall be parked in an orderly and neat fashion, and in a driveway, carport or garage. No cars shall be parked in the front yards. No buses or trucks larger than a 3/4 ton pickup truck shall be parked in the subdivision.

22. All motorcycles shall be parked in an orderly and neat fashion, and in a carport, enclosed garage, or in the rear of the mobile home.

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23. No fences shall be constructed in the subdivision except in the back yards of the mobile homes and shall be approved by River Woods, Inc. There shall be no fences in the front yards.

24. All mobile homes shall have a fence, screen, wall, or skirt so that the undercarriage and wheels are covered and not visible from the street. This fence, screen, wall, or skirt shall be erected on all sides of the mobile home, and will be a minimum height from the ground to the bottom edge of the mobile home, said fence, screen, wall, or skirt to be approved in writing by River Woods, Inc. The Buyer shall have ninety (90) days after the mobile home is placed on the lot to comply with this restriction.

25. Each lot shall provide space to park two automobiles off of any street or right of way. All driveways shall be constructed with a fifteen (15") inch concrete pipe culvert at the entrance thereof to said driveway and shall be installed and constructed as specified by the North Carolina Department of Transportation in consultation with the District Engineer.

26. The right is afforded to the officers of River Woods, Inc. or their duly authorized representatives, to make periodic inspections of the lots in said subdivision after reasonable notice has been given to the buyers of said lots.

27. These covenants and restrictions are to run with the title to said land and shall be binding upon all parties and all persons claiming by, through, or under the owner, or owning or residing on any lot and shall be binding for a period of fifteen (15) years from the date of these covenants and restrictions, after which said covenants and restrictions shall automatically extend for a successive period of fifteen (15) years unless a majority of the owners of the lots then in the subdivision should decide or choose to do otherwise.

28. Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or threatening or attempting to violate any covenant and such proceedings may be either to restrain violation or to recover damages.

29. Invalidation of any one of these covenants and restrictions or of any provisions herein set forth by judgment or court order shall in no wise affect the other provisions hereof, which shall remain in full force and effect.

30. The Owner hereby reserves unto itself, its successors, legal representatives, and assigns, a perpetual, alienable and releasable easement, privilege and right on, over and under the ground to erect, maintain and use television cables, electric and telephone poles, wires, cables, conduits, drainage ditches, sewers, water mains, and other suitable facilities for drainage

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purposes or for the conveyance and use of electricity, telephone, gas, water, or other public conveyances or utilities on, in, or over all the easements reserved or shown on said plat, together with the right of ingress and egress to and from the lands affected by such easements. Said Owner shall have the unrestricted right and power of alienation of and the unrestricted right and power to release such easements.

31. River Woods, Inc. reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of underground electric cables and street lighting which may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company by the owners of each lot.

32. Offstreet operation of any type of motorcycle shall be strictly prohibited within said subdivision.

33. This declaration of restrictive covenants shall apply to all of River Woods Subdivision, Phase Four, as recorded in Map Book 25, page 144, Carteret County Registry. However, said Phase Four constitutes only a part of a general scheme or plan for development of River Woods Subdivision within the boundaries of that tract of land described in deed dated January 14, 1983, from G. Ward Ballou and others to River Woods, Inc. consisting of 193.7 acres, more or less, as set forth in said deed, and River Woods, Inc. intends to expand River Woods Subdivision to include development of all of the land within the boundaries of said description above referred to and these Restrictive Covenants shall apply to said future development areas within said boundaries, including the right to use the roadways and drainage system in said Phase Four.

IN WITNESS WHEREOF, RIVER WOODS, INC. has caused this instrument to be duly executed by its authorized officers on this 6th day of April, 1988.

RIVER WOODS, INC.

BY: R. L. Daniel Benge  
President

ATTEST:

Milton Neil Webb  
Secretary



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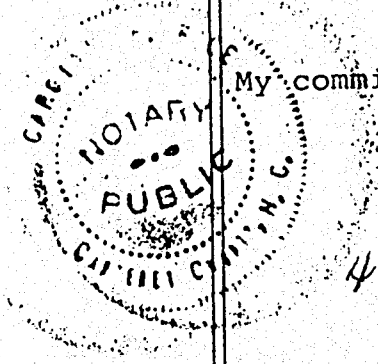
NORTH CAROLINA  
CARTERET COUNTY

I, a Notary Public, for said county and state, do hereby certify that Milton Neil Webb personally came before me this day and acknowledged that he is Secretary of River Woods, Inc., 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 him as its Secretary.

Witness my hand and notarial seal, this 6th day of April, 1988.

Barbara R. Piner  
Notary Public

My commission expires: March 12, 1990



4:15

NORTH CAROLINA, CARTERET COUNTY  
The foregoing certificate(s) of Milton Webb  
is (are) certified to be correct. This instrument was pre-  
sented for registration and recorded in this office in  
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This 6 day of April 1988 at 4:15 O'clock P.M.

Sharon Piner  
Register of Deeds  
By Melaine Cecil  
Assistant, Deputy

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