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Prepared by: JL Rowe

Hold for: Kristoff Law Offices, P.A.

Restrictive Covenants
RIVERBEND PLANTATION
JOHNSTON COUNTY
PLAT BOOK 65 PAGE 388
JOHNSTON COUNTY REGISTRY

THESE RESTRICTIVE COVENANTS are made this 1st day of March, 2013 by J.L. ROWE (hereinafter referred to as "Declarant"), who does hereby agree and covenant with all persons, firms, or corporations now owning or hereafter acquiring any property in RIVERBEND PLANTATION, according to a map recorded in Plat Book 65, Pages 388 and 389, Johnston County Registry, are subject to the following restrictions as to the use thereof, which shall run with said property by whomsoever owned, to wit:

1. **BUILDING UNIT:** A building unit shall consist of each lot specifically enumerated on a map of Riverbend Plantation, as recorded in Plat Book 65, Pages 388 and 389, Johnston County Registry. The owners of said lots or building units may vary the line of said lots, but except as might be otherwise herein, shall not re-subdivide the lots in such a manner that the number of lots within the subdivision will be increased without written permission from Declarant.
2. **LAND USE AND BUILDING TYPE:** No building unit shall be used except for residential purposes and no part of said property shall be used for business, manufacturing or commercial purposes. No part of any lot or building unit shall be used for street purposes except with the prior written approval of Declarant, his heirs or assigns, or by such person or persons as he may have in writing designate. No building shall be erected, altered, placed or permitted to remain on any building unit other than one detached, single family – not to exceed two and one-half stories in height, a private garage for not more than three cars, an outbuilding incidental to residential use, and such buildings will be required to have similar siding and roofing as the dwelling, provided, however, that no buildings other than the dwelling shall be

allowed without the prior approval of Declarant or by such person or persons as he designates in writing.

3. **DWELLING SIZE:** No dwelling shall be permitted on any building unit which has a total finished living area of less than 2,200 square feet heated space. For purposes of these covenants, basements, porches, garages and storage area shall not be considered as part of the finished living area. Each dwelling must have a two car garage attached or detached to the dwelling.
4. **BUILDING LOCATION:** Any house, garage, or outbuilding constructed on any lot in said subdivision shall be constructed in accordance with the setback requirements set forth in the Johnston County Subdivision Regulations in effect at the time that said house, garage or outbuilding is constructed on a lot. For purposes of these covenants, eaves, steps and open porches shall not be considered as a part of any building, but this may not be considered to permit any portion of a building or building unit to encroach on any building unit.
5. **DRIVEWAYS, DRIVEWAY TILES AND ROAD RIGHT OF WAY:** All fully-constructed lots must include concrete driveways. All driveways must be sized to meet Department of Transportation specifications. No Homeowner shall do or construct anything on Right of Way which does not meet Department of Transportation regulations.
6. **AUTOMOBILES:** Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner or members of his/her family living with them in the household situated upon the premises. No heavy equipment such as construction equipment will be permitted to remain on any lot overnight or within or on the streets of this subdivision, except for purposes of home construction during the building process. No automobile or motor vehicle may be dismantled or repaired on said property or subdivision streets; no mechanically defective or unlicensed automobile, motor vehicle, mechanical device, machine, machinery, or junk car, shall be placed or allowed to remain on said property or subdivision streets at any time.
7. **ARCHITECTURAL APPROVAL:** In order to maintain architectural beauty in this subdivision, to guard against the erection herein or poorly placed, designed or proportioned structures, no building shall be erected, altered, or permitted to remain on any building unit until a plot showing the location of said building on the lot and the plans and specifications showing the type and exterior lines colors thereof have been submitted to and approved by Declarant or by such person or persons as he shall in writing designate. In the event Declarant or the person or persons designated by him fail to approve or disapprove such design or location within 30 days of after said plans and specs have been submitted as herein required, such approval will not be required and these covenants will be deemed to have been fully complied with. All dwellings must be built by a NC Licensed Contractor and must be completed within

12 months from the date construction begins. All construction trash, debris and associated items must be contained and disposed of on a regular basis during the construction process.

8. **PROHIBITED STRUCTURES:** Mobile homes, shell homes, modular homes, precut, preassembled and package homes and all other similar type buildings are expressly prohibited on any lot in the subdivision, except that Declarant, or such person as it shall in writing designate, may without being required to do so, approve a home or other out-building on any lot with some of its components being precut. (Ex. Roof and Floor Trusses).
9. **WAIVER OF VIOLATIONS:** Declarant or someone designated by him in writing shall have absolute authority to waive violations of these restrictions. A minor violation of these restrictions shall be construed to mean not more than ten (10) percent.
10. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front and rear 10 feet of each lot and 5 feet on each side line unless shown in excess of such distances on the recorded plat, in which case the plat shall control. There shall also be a 15 foot construction easement along all streets. Within these easements no structure, fence, planting or other material shall be placed or permitted to remain which may change or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the directions of flow of drainage channels in the easements, or which may within the obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which the public authority or utility company is responsible.
11. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No boats, camper, trucks, (except licensed personal trucks of lot owners not to exceed % ton) mobile homes or trailer shall be placed or permitted to remain on a street or in front of any dwelling constructed on the property.
12. **TEMPORARY STRUCTURES:** No structures of a temporary kind, trailer, mobile home, basement, tent shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.
13. **PETS:** No animals, livestock or poultry shall be raised, bred, kept or allowed to remain on any lot other than household pets, and household pets shall not roam freely outside their owners lot, be bred or maintained for commercial purposes.
14. **FENCES:** All fences must be approved prior to being installed by Declarant or someone designated by him in writing. Any allowable fences shall be installed only from the rear of the house located on the lot to the back of said lot, i.e. no fences shall be allowed in the front yard. All fences have to meet a minimum building set back

line except when approved otherwise by Declarant or someone designated by him in writing.

15. **TERMS:** These covenants shall run with the land and be binding upon all parties and persons claiming under them for a period of twenty five years from the date these covenants are recorded. These covenants may be extended or modified by an instrument recorded prior to the termination of these covenants signed by a majority of the then owners of the lots affected by these covenants.
16. **ENFORCEMENT:** Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.
17. **SEVERABILITY:** Invalidation of anyone of these covenants or any part thereof by Judgement or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect, and the failure of any person or persons to take action to enforce these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenants or covenants in the future
18. **ELECTRICITY:** All electric service will be underground. Declarant reserves the right to subject the real property in this subdivision to contract with the local power provider, for the installation of underground electric cables and/or the installation of street lighting, either or both of which will require an initial payment and/or continuing monthly payment to the local electrical provider, by the owner of such building unit.

IN WITNESS WHEREOF, Declarant has hereunto set their hands and seals, the day and year first above-written.

Declarant: _____ (SEAL)
J.L. ROWE

NORTH CAROLINA

JOHNSTON COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: J.L. Rowe.

Date: 3/6/13

_____

Print Name: Lawrence E Kristoff II

LAWRENCE E. KRISTOFF, II NOTARY *** PUBLIC JOHNSTON COUNTY, NC

My Commission Expires: 3/29/2015

Filed in JOHNSTON COUNTY COUNTY, NC CRAIG OLIVE, Register of Deeds Filed 12/17/2019 11:55:39
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RESTRICTIVE COVENANTS

RIVERBEND PLANTATION

JOHNSTON COUNTY

PLAT BOOK 65 PAGE 388

JOHNSTON COUNTY REGISTRY

PREPARED BY J L ROWE

THESE RESTRICTIVE COVENANTS are made this 11th day of December 2019 , by J.L. Rowe (hereinafter referred to as "Declarant"), who does hereby agree and covenant with all persons, firms, or corporations now owing or hereafter acquiring any property in RIVERBEND PLANTATION, according to map recorded in plat book 65, pages 388 and 389, Johnston County Registry, are subject to the following restrictions as to the use thereof, which shall run with said property by whomsoever owned, to wit:

1. BUILDING UNIT: A building unit shall consist of each lot specifically enumerated on a map of Riverbend Plantation, as recorded in Plat Book 64, pages 388 and 389, Johnston County Registry. The owners of said lots or building units may vary the line of said lots, but except as might be otherwise herein, shall not re-subdivide the lots in such a manner that the number of lots within the subdivision will be increased without written permission from Declarant.
2. LAND USE AND BUILDING TYPE: No building unit shall be used except for residential purposes and no part of said property shall be used for business, manufacturing or commercial purposes. No part of any lot or building unit shall be used for street purposes except with the prior written approval of Declarant, his heirs or assigns, or by such person or persons as he may have in writing designate. No building shall be erected, altered, placed or permitted to remain on any building unit other than one detached, single family-not to exceed two and one-half stories in height, a private garage for not more than three cars, an outbuilding incidental to residential use, and such buildings will be required to have similar siding and roofing as the dwelling, provided however, that no buildings other than the dwelling shall be allowed without the prior approval of Declarant or by person or persons as he designates in writing.

3. DWELLING SIZE: No dwelling shall be permitted on any building unit which has a total finished living area of less than 2,200 square feet heated space. For purposes of these covenants, basements, porches, garages and storage area shall not be considered as part of the finished living area. Each dwelling must have a two- car garage attached or detached to the dwelling.
4. BUILDING LOCATION: Any house, garage, or outbuilding constructed on any lot in said subdivision shall be constructed in accordance with the setback requirements set forth in Johnston County Subdivision Regulations in effect at the time said house, garage or outbuilding is constructed on a lot. For purposes of these covenants, eaves, steps and open porches shall not be considered as a part of any building, but this may be considered to permit any portion of a building or building unit to encroach on any building unit.
5. DRIVEWAYS, DRIVEWAY TILES AND ROAD RIGHT OF WAY: All fully-constructed lots must include concrete driveways. All driveways must be sized to meet Department of Transportation specifications. No homeowner shall do or construct anything on Right of Way which does not meet Department of Transportation regulations.
6. AUTOMOBILES: Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner or members of his/her family living with them in the household situated upon the premises. No heavy equipment such as construction equipment will be permitted to remain on any lot overnight or within or on the streets of this subdivision, except for purposes of home construction during the building process. No automobile or motor vehicle may be dismantled or repaired on said property or subdivision streets, no mechanically defective or unlicensed automobile, motor vehicle, mechanical device, machine, machinery, or junk car, shall be allowed to remain on said property or subdivision streets at any time.
7. ARCHITECTUAL APPROVAL: In order to maintain architectural beauty in this subdivision, to guard against the erection herein or poorly placed, designed or proportioned structures, no building shall be erected, altered, or permitted to remain on any building unit until a plot showing the location of said building on the lot and the plans and specifications showing the type and exterior lines and colors thereof have been submitted to and approved in writing by Declarant (J. L. Rowe) or by such person or persons as he shall in writing designate. In the event, J. L. Rowe or the person or persons designated by him fail to approve or disapprove such design or location within 30 days after said plans and specifications have been submitted as herein required, such approval will not be required and these covenants shall be deemed to have been fully complied with. All dwellings shall be constructed with BRICK or approved siding. All dwellings must be built by a NC licensed contractor and must be completed within 12 months from the date construction begins. All construction trash, debris and associated items must be contained and disposed of on a regular basis during the construction process.
8. PROHIBITED STRUCTURES: Mobile homes, shell homes, modular homes, precut, preassembled and package homes and all other similar type buildings are expressly prohibited on any lot in the subdivision, except that Declarant, or such person as it shall in writing designate, may without being required to do so, approve a home or other out-building on any lot with some of its components being precut. (Ex. Roof and Floor Trusses).
9. WAIVER OF VIOLATIONS: Declarant or someone designated by him in writing shall have absolute authority to waive violations of these restrictions. A minor violation of these restrictions shall be construed to mean not more than ten (10) percent.
10. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front and rear 10 feet of each lot and 5 feet on each side line unless shown in excess of such distances on the recorded plat, in which case the plat shall control. There shall also be a 15 foot construction easement along streets. Within these easements no structure, fence, planting or other

material shall be placed or permitted to remain which may change or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the directions of flow of drainage channels in the easements, or which may within the obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which the public authority or utility company is responsible.

11. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No boats, campers, trucks, (except licensed personal trucks of lot owners not to exceed % ton) mobile homes or trailer shall be placed or permitted to remain on a street or in front of any dwelling constructed on the property.
12. TEMPORARY STRUCTURES: No structures of a temporary kind, trailer, mobile home, basement, tent shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.
13. PETS: No animals, livestock or poultry shall be raised, bred, kept or allowed to remain on any lot other than household pets and household pets shall not roam freely outside their owners lot , be bred or maintained for commercial purposes.
14. FENCES: All fences must be approved prior to being installed by Declarant or someone designated by him in writing. Any allowable fences shall be installed only from the rear of the house located on the back of said lot, i.e. no fences shall be allowed in the front yard. All fences have to meet minimum building set back line except when approved otherwise by Declarant or someone designated by him in writing.
15. TERMS: These covenants shall run with the land and be binding upon all parties and persons claiming under them for a period of twenty five (25) years from the date these covenants are recorded. These covenants may be extended or modified by an instrument recorded prior to the termination of these covenants signed by a majority of the then owners of the lots affected by these covenants.
16. ENFORCEMENT: Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.
17. SEVERABILITY: Invalidation of anyone of these covenants or any part thereof by Judgement or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect, and the failure of any person or persons to take action to enforce these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenants or covenants in the future.
18. ELECTRICITY: All electric service will be underground. Declarant reserves the right to subject the real property in this subdivision to contract with the local power provider, for the installation of underground electric cables and/or the installation of street lighting, either or both of which will require an initial payment and/or continuing monthly payment to the local electrical provider, by the owner of such building unit.

IN WITNESS WHEREOF, Declarant has hereunto set his hand and seal, the day and year first above written.

Declarant: _____ (SEAL)

J. L. Rowe

NORTH CAROLINA

COUNTY OF Hertford

I certify that the following person (s) personally appeared before me this day and acknowledged to me that he voluntarily signed the foregoing document for the purpose stated herein and in the capacity indicated. (J. L. Rowe).

Date: 12-11-2019

_____

Print Name John W. Shellito

SEAL or STAMP

My commission expires: 5/20/2024

JOHN W SHELLITO NOTARY PUBLIC CAMDEN COUNTY, NC