

Book 476 PAGE 481 (9)

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See PIN # on page 489

SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND LIMITATIONS
FOR

RIVERSOUND DEVELOPMENT

THIS SUPPLEMENTARY DECLARATION, is made and entered into by Yeopim Partners, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant".

WHEREAS, Waterfront Group NC, LLC has previously recorded that certain Amended Declaration of Covenants, Conditions, Restrictions and Limitations for RiverSound Development (the "Declaration") dated 16 July, 2007 and recorded in Deed Book 380 at Page 932 of the Chowan County Registry, and;

WHEREAS, under the terms thereof, Declarant has the authority under Article II Sections Two and Three to annex additional properties into RiverSound Development and;

WHEREAS, Yeopim Partners, LLC is successor Declarant, and has developed Phase II of RiverSound in accordance with local and state development standards, and is now desirous of bringing Phase II under the Declaration as part of RiverSound Development and;

WHEREAS, Phase II of RiverSound is designated as "The Farms at RiverSound" in keeping with the design of such lots as being each 10 acres or more. Accordingly, as provided in Article II, Section 3 of the Declaration, such section shall be subject to certain modified provisions as set forth herein to reflect the different character of the Phase II lots, including assessment of such lots calculated so as to provide for the maintenance and upkeep of roadways that have been constructed to access such lots.

NOW THEREFORE, for the benefit of the Declarant, the Association, and each of the present and future owners of the lots within RiverSound Development, and in order to provide a basis for the value of such lots to appreciate over time, and to facilitate the unhindered use and enjoyment of such lots in accord with the terms of the Declaration and this Supplement, Declarant does hereby declare that the Real Property shown and described on Exhibit A attached hereto shall be held, sold and conveyed subject to the Declaration as referenced above, as the same is modified with respect to the Phase II lots only by this Supplementary Declaration, and that the easements, restrictions, covenants and conditions herein set forth shall run with title to Real Property or any part thereof and shall be binding on all parties having any

right title or interest in any such Lot, and their heirs, successors and assigns, and that the same shall inure to the benefit of Declarant, the Association, and each Owner of any portion of the Real Property.

- 1) Except as specifically modified herein each capitalized term in this Supplementary Declaration shall have the same meaning as set forth and defined in Article I of the Declaration. Except as supplemented or amended herein, the Declaration shall remain in full force and effect for Phase I and Phase II of RiverSound Development.
- 2) Article I "Definitions" is hereby supplemented to include a new Section 22 and a new Section 23 to read as follows:

Section 22 "Limited Common Area" shall mean any Common Area for the exclusive use of some but not all lot owners. In particular, the roadways shown on the plat and labeled as "Joint Use Driveways" are for the exclusive use of the owners of lots designated on the Plat (the "Benefitted Lots"). The Association shall maintain such Driveways in open passable condition, free of ruts and holes and properly drained so that the same are accessible by passenger vehicles in all weather. The cost of maintenance of such Driveways shall be borne exclusively by the Benefitted Lot owners through a separate assessment against such Benefitted Lots.

Section 23 "Development Agreement" shall mean that certain Agreement between Developer and the County of Chowan recorded in Deed Book 471 at Page 510, the same being incorporated herein by reference for illustrative purposes.

- 3) Article II "Property Subject to this Declaration and Additions Thereto", and Article III "Membership and Voting Rights" shall apply to Phase II in the same manner as the Articles apply to Phase I. All Owners of any Phase II Lot shall be and enjoy the same rights and obligations as members of the Association as do Owners in Phase I with respect to the named Articles.
- 4) Article IV Section 2 is amended by inserting the following in place of the first sentence thereof:

Section 2 Damage or Destruction of Common or Limited Common Property by Owner In the event any Common or Limited Common Property or personal property of the Association or of the Declarant serving the Association is damaged or destroyed by an Owner or any of his or her guests, tenants, licenses, agents, employees or members of his or her family as a result of negligence or misuse, such Owner does hereby authorize the Association to repair the damaged areas.

- 5) Article IV Section 4 is hereby amended to include a new sentence at the end of the same to read as follows:

All of the common roadways within RiverSound Subdivision shall be continuously maintained by and at the cost of the RiverSound Property Owners Association, Inc., using assessments collected from the members of such Association. The roadways shall be maintained so as to be accessible in all weather and at all times by emergency vehicles, school buses, or other emergency traffic. Such roadways shall not be allowed to be obstructed by parked vehicles. Pursuant to the Development Agreement, the provision of the preceding sentence as well as the provision of Article VIIA Section 1(d) are for the benefit of Chowan County, and such provisions shall not be amended by the Association without the consent of Chowan County.

- 6) Article V "Covenants for Assessments" shall apply to Phase II in the same manner as the Article applies to Phase I except as modified herein.
- 7) Declarant hereby amends the Declaration and Supplements the same by striking Article V, Section 2(c), and substituting the following in lieu thereof.

b. Basis of Assessment. Each lot in Phase I and Phase II shall be assessed for a General Assessment at a uniform rate for each lot, to be determined by the Association in accordance with the following section 2(c). In order to provide for the additional amount of roadways in Phase II, and recognizing that such Phase II roadways are available for use by Phase I in like manner as the same are used by Phase II lots, the Owners in Phase II shall be assessed an additional \$200.00 per year, which additional assessment shall for all purposes be considered and defined as a General Assessment. Notwithstanding the provisions of Article V Section 7, such additional General Assessment shall remain constant from year to year, and may not be increased without the approval by vote or proxy or consent of at least a majority of the Phase II owners.

- 8) Declarant hereby supplements Article V Section 9 of the Declaration by providing that the property owned by the RiverSound Marina Association, or by the Declarant prior to conveyance to such entity, shall be Exempt Property.
- 9) Article VI shall apply to Phase II Lots in like manner as the same applies to Phase I lots, except as modified herein.
- 10) Declarant hereby supplements Article V by the addition of a new Section 4 as follows:

Section 4. Phase II Architectural Review. There is hereby established a Phase II Architectural Review Board to be appointed by The Declarant during the Declarant Control Period, or by the Association. Such board shall have the same general procedures for review and approval of any and all improvements made on Phase II lots, except that the following general principles shall apply to Phase II:

- a. The Declarant shall promulgate separate Design Guidelines that reflect the character of the Farms at RiverSound and that, consistent with the provisions hereof shall be used by the Phase II Architectural Review Board as the basis of review for approval of all improvements in Phase II. Such Design Guidelines shall provide that Phase II owners shall have more latitude in the size, placement and design of residences and ancillary buildings or structures such as secondary residences or garage apartments, barns or stables, fencing, outbuildings. Such Guidelines shall nevertheless be designed so that development of Phase II shall be compatible with and complimentary to the development of Phase I. Construction materials, colors, design characteristics and quality of construction shall be consistent within the development of a particular lot, and shall in addition be consistent with a planned and regulated community where individual lots have a common characteristic of neat and attractive development bearing some relation to "Carolina Coastal" or "Rural Coastal" or "Old Edenton" designed development.*

- 11) Declarant hereby supplements the Declaration by inclusion of a new Article VII-A as set out below. These provisions shall replace Article VII Sections, 1-3 with respect only to the Phase II lots. Other provisions of Article VII shall apply to all lots in Phase I and Phase II.

ARTICLE VII-A

USE OF PROPERTY IN PHASE II

Section 1. Protective Covenants. In order to keep the Real Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration.

- a. Residential Use. All Lots shall be used, improved and devoted exclusively to single family residential use, provided, however, this provision shall not be construed so as to limit an Owner from having a home based business so long as no customers are invited to the location from outside RiverSound, and so long as no more than two FedEx or similar package deliveries are made to such location daily. Home based businesses shall be allowed to store small inventories within the residence or enclosed outbuilding situated on the Lot. No advertisements or signage of any kind will be permitted on any Lot for home-based businesses.
- b. Shoreline Development The provisions of Permit Number 126-09 as amended, are incorporated herein by reference and shall be binding on all waterfront lot owners in RiverSound. In accordance with such permit, owners of waterfront lots in Phase II may apply for a dock or pier located on such lot, but such application shall be limited on only one boat slip. In addition the waterfront along Simon Creek and Middleton Creek from point "A" shown on Lot 4 to point "B" shown on Lot 5 shall not be dockable. No "T"'s, finger piers, platforms, or decks shall be allowed off of such designated shoreline between point "A" and point "B" as long as RiverSound Marina is in place. No shoreline stabilization shall be allowed to be performed on any waterfront lot in RiverSound Development.
- c. Renting or Leasing. Nothing herein shall be deemed to prevent an owner from renting or leasing a single family residence on a Lot, subject to all of the provisions of the Declaration, Articles of Incorporation, Bylaws and Rules and Regulations adopted by the Association, as the same may be amended from time to time by the Board of Directors.
- d. Restriction on Further Subdivision. No Lot shall be subdivided or separated into smaller lots by any Owner; provided that shall not prohibit corrective deeds, or similar corrective instruments, and, provided, further, that this shall not prohibit Declarant from modifying subdivision plats of the Property so long as the number of lots in Phase II are not increased, and no lot contains less than 10 acres.
- e. Construction of Improvements. The construction of any particular improvement of any Lot shall be completed within twelve (12) months from that date such construction in commenced. This shall not prevent the development of a lot from proceeding in stages so long as all improvements are approved by the Phase II Architectural Review Board, and no incomplete construction is allowed to exist for more than one year.
- f. Modular Construction No mobile home, trailer, or non-site built home shall be placed or shall be permitted to remain on any lot as a residence. With specific approval of the Architectural Review Board, an owner may be permitted to utilize modern methods of modular construction so long as such construction otherwise meets all of the Design Guidelines with respect to roof pitch, design elements, construction quality, color and material consistency and general aesthetics.
- g. Signs. No sign, advertisement or notice of any type or nature whatsoever shall be erected or displayed upon any Lot except where express prior written approval of the size, shape, content and location thereof has been obtained from the Board of Directors, which is approval may be arbitrarily withheld. Notwithstanding the foregoing, the Declarant shall be permitted to post and display advertising signs on the property.
- h. Vehicles and Boats. The parking of any automobile or boat upon any portion of the roadways is prohibited. Only automobiles bearing current license and registration tags, as required to state law, shall be permitted to park on any of the Real Property. All parking on the Real Property shall be in accordance with rules and regulations adopted by the Association. Boats, recreational vehicles, or utility or travel trailers shall be parked completely within a garage or shall be obscured from view from the immediately adjacent properties. No vehicles shall be parked upon the Common Properties without the prior written consent of the Association except that while an owner is actually using a boat placed in the water from the

- common boat ramp, such an owner may temporarily park a vehicle and the boat trailer for such boat in the boat ramp parking area for a period of no more than 48 hours.
- i. Driveways. The location and materials of all driveways shall be approved by the Architectural Review Board. The driveway must have an acceptable surface material providing access to the lot in all weather.
 - j. Garbage and Trash Containers. All garbage on trash containers will be screened from view and must be placed and maintained in accordance with such rules and regulations adopted by the Board of Directors. All containers shall be stored in an area within the building setback and in pest resistant containers. No garbage or trash shall be placed anywhere except as aforesaid and no portion of the Property shall be used for dumping refuse. If the Association has provided notice to an Owner of the accumulation of trash or refuse on his or her Lot, and the Owner has not immediately removed said trash or refuse, the Association may cause its representatives to enter upon said Lot to remove any trash or refuse which has collected upon said Lot without such entrance and removal being deemed a trespass, at all the expense of the Owner of said Lot. The provision shall not be construed as an obligation on the part of the Association to provide garbage or trash removal services.
 - k. Utilities and Equipment. All equipment areas, i.e., pool equipment, air conditioning equipment, water treatment equipment, etc., shall be screened in a manner compatible with the design of the buildings and/or buffered with suitable landscaping.
 - l. Oil and Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or on the Real Property.
 - m. Temporary Structures. No accessory structure of a temporary character, trailer, tent, shack, barn, shed, or other out-building shall be used at any time as a residence on any Lot at any time. Camping on the lots for recreational purposes is permitted however so long as the same is conducted without excessive noise or nuisance, and is limited to no more than seven days out of any thirty day period. .
 - n. Water Supply and Sewage. Property owners for lots 1-4, 8, 12-18, 20-25 and 29-33 will be required to pay to Chowan County a tap fee, and to connect to the Chowan County water system at the time of home construction. Owners of other lots situated along existing water lines may connect to such water system if desired, with permission of Chowan County. With permission of the RiverSound Property Owners Association, other Property owners situated along existing sewer lines may be allowed to connect to the Community Sewer Treatment System at the time of home construction. Every owner shall comply with the provisions of local and state codes for the use of public water and sewage.
 - o. Visibility at Street Intersection. No obstruction of the visibility at street or driveway intersection shall be permitted. The Board of Directors reserves the right to adopt additional restrictions concerning the height and type of trees and shrubs or other structures which may impede sight distances at driveway entrances.
 - p. Fuel Storage Tanks. No fuel or gas storage tanks may be permitted on any Lot. Notwithstanding the foregoing, Owner may keep and maintain a propane gas tank for home heating, (including an approved swimming pool), or gas barbecues and fireplaces in an area on his or her Lot, shielded by an approved fence or otherwise not visible from the road or from adjoining Lots.
 - q. Mailboxes. The Association has the right to require that mail boxes be of the same type, color and design to further the overall attractiveness of RiverSound Development.
 - r. Compliance. It shall be the responsibility of each Owner and their authorized guests and tenants to conform and abide by the rules and regulations in regard to the use of the Lots and Common Properties which may be adopted in writing from time to time by the Board of Directors and the Architectural Review Board.

- s. Soliciting. No soliciting will be allowed at any time within the Real Property.
- t. Use. No immoral, improper, offensive, or unlawful use shall be made of the Real Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Real Property, shall be complied with, by and at the sole expense of the Owner of the Association, whichever shall have the obligation to maintain or repair such portion of the Real Property. No waste will be committed in the Common Properties.
- u. Pets. Dogs, cats and household pets may be kept by an Owner but may not be allowed to run loose if the same create disturbances or become a nuisance. Domestic farm animals, with the exception of pigs are allowed on the Real Property provided that the same are kept in an enclosure which has been constructed in accordance with a plan approved by the Architectural Review Committee which includes the maximum number of such farm animals. No commercial breeding of pets is allowed on the Real Property without specific permission of the Association. All pets must be held, or kept leashed on a hand leash at all times that they are on any portion of the Real Property outside of the Owners Lot and at all times they are on Common Properties. All owners of pets shall be held strictly responsible to immediately collect and dispose of the waste and litter of his or her pets. The Association further reserves the right to demand that an Owner permanently remove from the Real Property any and all pets that create disturbances and annoyances which are unreasonably offensive.
- v. Outside Lighting. Outside lights shall be shielded or placed so as not to directly shine into adjacent homes.
- w. Use of recreational vehicles. (ATV's and golf carts.) The use of ATV's, commonly referred as 4-wheelers, is permitted on individual lots within Phase II, provided that no night riding or loud mufflers shall be allowed. The use of gasoline powered golf carts or Electric golf carts are permitted for use within the Property.
- x. Hunting. No Lot or Lots within the property shall be used for the purpose of hunting. Hunting is not allowed.

Section 2. Stormwater Management Deed Restrictions The following covenants are intended to ensure ongoing compliance with state stormwater management permit number SW7080105MOD as issued by the Division of Energy, Mineral and Land Resources under NCAC 2H.1000 on June 2, 2015.

- a. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
- b. These covenants are to run with the land and be binding on all persons and parties claiming under them. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina Division of Energy, Mineral and Land Resources.
- c. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Energy, Mineral and Land Resources
- d. The maximum of built-upon area per lot is limited to the square feet on each lot as set out in the attached Exhibit B incorporated herein by reference. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the roadway surface . Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
- e. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.
- f. Lots within CAMA's Area of Environmental Concern may have the permitted built-upon area reduced to CAMA jurisdiction within the AEC.

- g. *Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.*
- h. *All roof drains shall terminate at least 30' from the mean high water mark.*

Section 3. Standards and Criteria. All Lots shall be used and improved in accordance with the following standards and criteria:

- i. **Setbacks.** *The following building setback lines shall apply to each of the Lots and shall be measured from the right of way:*

<i>Front setback</i>	<i>Twenty-five (25) feet</i>
<i>Front setback at cul-de-sac</i>	<i>Thirty (30) feet</i>
<i>Rear setback</i>	<i>Twenty-five (25) feet</i>
<i>Shoreline setback</i>	<i>Fifty (50) feet</i>
<i>Side setback</i>	<i>Twelve (12) feet</i>
<i>Corner/Side setback</i>	<i>Forty (40) feet</i>

Setback variances are subject to Architectural Review Board provided they meet county setback regulations.

- j. **Residential Buildings.** *Shall be built at least two (2) feet above the finished grade of the Lot. The finished floor of a residential building shall be a least two (2) feet above the 100-year flood level, which is currently seven (7) feet above mean sea level.*
- k. **Residence's Minimum Size.** *Each residence to be constructed on a Lot shall have a minimum finished heated and cooled area of 1200 square feet on ground level. Garages, open porches, outdoor storage area and accessory structures shall not be considered when calculating finished heated and cooled floor areas.*
- l. **Elevation.** *When the first floor of a residence is elevated, the area below the first floor, not finished as porch, terrace or loggia must be enclosed with solid walls, lattice or other suitable materials, as such terms are defined in the Design Guidelines.*
- m. **Fences.** *All fences shall be architecturally compatible with the design of the residence and must be approved in advance by the Architectural Review Board. No chain link fences shall be permitted. No wall or fence shall exceed (6') feet in height.*
- n. **Pools.** *All pools must be approved in advance by the Architectural Review Board.*

12) Declarant hereby amends Article VIII Section 2 by adding a new sentence at the end of the section as follows:


This Section 2 shall not apply to Lots in Phase II.

Except as specifically modified herein, the Declaration shall remain in full force and effect.

NOW THEREFORE, the Declarant has caused this Supplementary Declaration to be executed in its name by it's duly authorized Manager this the __ day of June, 2015

(Signature appears on following page)


YEOPIM PARTNERS, LLC

By: 
Joseph B. Stevens, Manager

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Ann Marie Wilson, a Notary Public of the County and State aforesaid, certify that Joseph B. Stevens personally appeared before me this day and acknowledged the due execution of the foregoing document.

Witness my hand and official seal this 16th day of June, 2015.

My Commission Expires: 7/28/17



Notary Public

Prepared by Hugh Franklin, Attorney at Law, 19421A Liverpool Parkway, Cornelius, NC 28031

THE FARMS AT RIVERSOUND

LOT #	PIN#	LOT #	PIN#
1	7845-00-12-4971	29	7845-00-54-1359
2	7845-00-13-6313	30	7845-00-54-2821
3	7845-00-13-7718	31	7845-00-55-5154
4	7845-00-14-4196	32	7845-00-55-6512
5	7845-00-15-2144	33	7845-00-56-6061
6	7845-00-15-5286	34	7845-00-56-5477
7	7845-00-15-5695	35	7845-00-56-4988
8	7845-00-25-2332	36	7845-00-57-3673
9	7845-00-22-4245	37	7845-00-66-7072
10	7845-00-23-3430	38	7845-00-76-0347
11	7845-00-23-7352	39	7845-00-76-4627
12	7845-00-24-4360	40	7845-00-67-8462
13	7845-00-24-9421	41	7845-00-67-8668
14	7845-00-25-7056	42	7845-00-78-4720
15	7845-00-35-0447	43	7845-00-79-1608
16	7845-00-35-3811	44	7845-00-69-9635
17	7845-00-36-7098	45	7845-00-69-7631
18	7845-00-36-3447	46	7845-00-69-5528
19	7845-00-37-6086	47	7845-00-69-2478
20	7845-00-47-3072	48	7845-00-69-0422
21	7845-00-46-3297	49	7845-00-59-8534
22	7845-00-45-3670	50	7846-00-50-6001
23	7845-00-45-0153	51	7846-00-50-3030
24	7845-00-34-6603	52	7845-00-58-4470
25	7845-00-44-4418	53	7845-00-48-9473
26	7845-00-43-5384	54	7845-00-48-1739
27	7845-00-42-9598	55	7845-00-48-2236
28	7845-00-43-9413	56	7845-00-47-2742

Marina Site	7846-00-50-9098
Sewer Pump Station	7845-00-36-3959
Buffer Area	7845-00-41-2893
Sewer Treatment	
Plant	7845-00-04-7776
Vacuum Station	7845-00-36-2902