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by DEBORAH S. REED
REGISTER OF DEEDS
BOOK 327 PAGE 3

STATE OF NORTH CAROLINA

COUNTY OF PERQUIMANS

DECLARATION OF COVENANTS, CONDITIONS &
RESTRICTIONS FOR BETHEL CREEK SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS, made this 16 day of April, 2007, by Bethel Creek, LLC, hereinafter referred to as "Declarant", the Owner and Developer of Bethel Creek Subdivision;

W I T N E S S E T H

Whereas, the Declarant is the owner and developer of certain parcels of real estate (hereinafter called "Bethel Creek Subdivision" or "the Subdivision") lying and being in Bethel Township, Perquimans County, State of North Carolina. This property is shown on that certain Subdivision Plat or Map for Bethel Creek Subdivision, prepared by Paul J. Toti, Professional Land Surveyor, dated December 7, 2006, and identified by the following legend: "FINAL PLAT FOR BETHEL CREEK SUBDIVISION" and said map is recorded Plat Cabinet 2, Slide 161, Map 2-8, of the Perquimans County Registry. This Plat or Map is incorporated herein for a more complete, accurate and detailed description of the entire Bethel Creek Subdivision to which this Declaration applies. Reference may be made to that deed recorded in Book 274, Page 334, Perquimans County Registry.

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

NOW, THEREFORE, the Declarant hereby declares that all of the Declarant's property which comprises Bethel Creek Subdivision as shown on the above referenced Plat or Map shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of promoting and protecting the residential nature, value and desirability of Bethel Creek Subdivision, and which shall run with the property and shall be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of Bethel Creek Subdivision, Bethel Creek LLC, the Subdivision developer, Lot

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Owners in the Subdivision and Bethel Creek Homeowners' Association, Inc., their heirs, successors or assigns, to wit:

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

2. No structure of a temporary nature, including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any part of the Subdivision at any time as a residence, either temporarily or permanently, and no trailer, mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence. However, in conformity with Provision #20 below, recreational vehicles may be kept and stored on the lot so long as they are not occupied as a residence.

3. With the two exceptions set forth herein, no Subdivision property shall be used for any type of commercial, business or industrial undertaking or enterprise. The use of this property shall be restricted to single family residential purposes only. The two exceptions to this provision are as follows: -1- Any occupant of a residence constructed on the property may use an interior room within the residence as an office, provided that the office is a private office that is not open for the reception of customers or clients and provided that the occupant resides in the home; -2- This restriction will not prevent any subdivision support activities in conjunction with this residential subdivision project such as a lot sales office, a homeowners' association management office, maintenance areas, central meeting room areas and other such functions normally associated with a residential subdivision project.

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

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

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

7. The property in the Bethel Creek Subdivision is subject to the terms and provisions of the "Bethel Creek Code of Architectural and Landscaping Policies and Procedures" and as the same is from time to time amended and it is by reference incorporated herein. This instrument establishes an Architectural Control Committee and its duties and responsibilities are set forth therein.

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

9. Each Lot Owner shall be a member of Bethel Creek Homeowners' Association, Inc. and shall remain a member until he ceases to be a lot owner. The interest of a member in the Association or its assets cannot be transferred or encumbered except as an appurtenance of his lot. Subject to the terms and provisions of paragraph 26, the Association shall be primarily responsible for enforcement decisions and actions regarding this Declaration; it shall also have the authority to promulgate rules and regulations to enhance the enforcement of this Declaration and to carry on its responsibilities under its Articles of Incorporation, its Bylaws and this Declaration and further, the Bethel Creek Homeowners' Association, Inc. shall administer and enforce the "Bethel Creek Code of Architectural and Landscaping Policies and Procedures." As set forth in the Association Bylaws, each lot shall be entitled to one vote cast by its owner(s) in regards to Association matters voted on by the members.

10. The Bethel Creek Homeowners' Association, Inc. will be conveyed the common areas, right-of-ways, and easements as shown on the Plat or Map of the Subdivision and as described by the "Notes" on the Subdivision Plat to hold for the use and common good of the Subdivision and the Marina.

11. The Bethel Creek Homeowners' Association, Inc. shall have the authority to levy assessments, including special

assessments, for liability insurance, local taxes, maintenance of streets and all other common facilities and areas, and such other matters as it deems appropriate. Specifically, it shall provide for yard maintenance of the common areas and street upkeep. Any sum assessed remaining unpaid for more than sixty (60) days shall constitute a lien upon the delinquent lot or lots when filed of record in the office of the Clerk of Court of Perquimans County in the manner provided for by the North Carolina General Statutes, amended. The lien for unpaid assessments shall also secure reasonable attorney fees incurred by the Association, its Manager, Officers or Board of Directors incident to the collection of such assessment or the enforcement of such lien. In addition to the lien provided for unpaid assessments, the owner of a lot who has failed to pay such assessment may be held personally responsible for such payment. Furthermore, the grantee of a lot shall be jointly or severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee or prospective grantee shall be entitled to a written statement from the Manager, the Secretary or Board of Directors, as the case may be, setting forth the amount of unpaid assessments against the grantor and such grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for any unpaid assessment against the grantor in excess of the amount therein stated. Assessments shall be prorated among the lots with each lot being assessed an equal share of the common expenses.

12. In regards to the last provision, while this paragraph shall not be binding upon the Bethel Creek Homeowners' Association, Inc., it is the recommendation of the Declarant to the Association that at the time the Declarant relinquishes Control of the Subdivision the Association should initially set an annual assessment for each lot at \$350.00 per year per lot. With the closing of each lot sale from the Declarant to a buyer, the Declarant collected \$350.00 at each closing which was deposited into an account for the Association.

13. The covenants and restrictions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of one (1) year unless and until this Declaration is rescinded by a duly adopted resolution of the Bethel Creek Homeowners' Association Board of Directors AND a rescinding instrument signed and notarized by and for not less than seventy-five percent (75%) of the Lot Owners in the Subdivision. This Declaration may be amended at any time by a duly adopted resolution of the Bethel Creek Homeowners' Association Board of Directors AND an amending instrument signed and notarized by and for not less than seventy-five percent (75%) of the Lot Owners in the Subdivision. No amendment shall alter any obligation to pay assessments, affect any lien for the payment of assessments or alter any rights

reserved by the Developer. To be effective any rescinding instrument or amendment must be recorded in the office of the Register of Deeds of Perquimans County and a marginal entry of the same must be signified on the face of this recorded document.

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

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

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

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

18. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions of this Declaration, and the remaining provisions of this Declaration shall remain in full force and effect.

19. All lot owners are hereby granted non-exclusive easements for the purpose of ingress, egress and regress over those appropriate portions of the common areas for the lot owners and their invitees. However, lot owners and occupiers shall not leave their vehicles parked on Subdivision streets (vehicles shall only be parked in drives located within the boundaries of lots). Bethel Creek Homeowners' Association shall have an easement over all non-common areas for the purpose of carrying out any of its rights or duties.

20. Subject to the two exceptions set forth herein, no mobile homes, trailers, tents, shacks or manufactured homes (whether single or double wide) may be installed on or maintained within the Subdivision. All construction on the property must conform to all Perquimans County building regulations and requirements. The two exceptions to this provision shall be that: (1) Nothing herein shall prevent Bethel Creek, LLC from maintaining a trailer on the property as a sales office for so

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long as it shall own any lots within the Subdivision which are for sale, and (2) Nothing herein shall prevent a resident owner or a resident renter of a lot from parking in the rear of an improved lot (ie. the residence's side opposite the adjoining subdivision street, on the other side of the home from the street) a recreational camper style mobile home which is titled in the name of the resident owner or resident renter and is not used or occupied on the lot.

21. Once a Subdivision lot has been conveyed by Bethel Creek, LLC such lot may not be split or subdivided into smaller parcels.

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

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

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

25. The Declarant's rights, duties and obligations hereunder shall cease when the Declarant relinquishes control of the Subdivision to the Homeowner's Association.

26. "Period of Declarant Control" means the period commencing on the date hereof and continuing until the earlier of (i) five (5) years after the date of the first conveyance of a lot to an owner other than the Declarant; (ii) 120 days after conveyance of eighty-five percent (85%) of the lots (including any lots which may be created pursuant to special Declarant rights) to a lot owner other than the Declarant; (iii) two years after Declarant has ceased to offer lots for sale in the ordinary course of business; or (iv) the date upon which Declarant voluntarily surrenders control of the development. Declarant reserves the following special Declarant rights for the entire Property, which shall be exercisable during the period of Declarant Control:

- (A) To complete any and all improvements indicated on the plats and plans;
- (B) To construct and maintain any sales office, management

office or model on any of the lots or on any of the common elements shown on the plat;

(C) To alter the size of any lot, combine or merge two or more lots, and subdivide any lot;

(D) To appoint and remove any member of the Board of Directors of Bethel Creek Homeowners' Association, Inc. or any officer of same during the period of Declarant Control.

Subject to the initial period of Declarant Control as set forth in the Declaration, nomination for election of the Board of Directors of the Homeowners' Association shall be made from the floor at the annual meeting. Election shall be by secret written ballot and by a majority of the lot owners when a quorum is present. For this context a quorum shall be as set in the Bylaws; a quorum shall consist of members present, in person or by proxy, entitled to cast at least fifty (50%) of the total votes in the Association. Cumulative voting is not permitted. At the first annual meeting following the termination of Declarant Control, board members shall be elected as set forth in the Bylaws.

27. A lot owner shall not advertise in a newspaper or by placement of a sign an unimproved lot as being for sale unless and until the Declarant has sold all of the lots shown on the Plat or Map of the Subdivision. For purposes of this provision a lot shall be considered improved only upon the completion of a single family residence ready for occupancy.

28. The allowable built-upon area per lot shall not exceed the square feet in the attached exhibit "A", inclusive of that portion of the right-of-way between the front lot line and the edge of the pavement, structures, pavement, walkways of brick, stone, slate, not including wood decking.

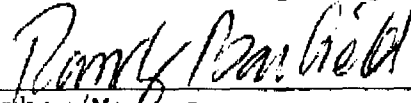
29. The covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the State of North Carolina.

30. 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.

31. Lots 1, 2, 3, 4 and 5 in the Bethel Creek Subdivision as shown on Plat Cabinet No. 2 Slide 161, Map No. 2-8 do not meet the minimum criteria and requirements of the District Health Department for the construction of an individual septic system. These lots must have a septic system specially designed by a professional engineer and approved by the District Health Department.

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

Bethel Creek, LLC, a North Carolina
Limited Liability Company



Member/Manager

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

STATE OF NORTH CAROLINA
COUNTY OF SWAIN

I, T. R. THOMPSON, JR. Notary Public of the
County and state aforesaid, certify that B. ANNA BARETT
, in his capacity as Member/Manager of Bethel Creek, LLC appeared
before me this day and acknowledged the execution of the foregoing
instrument on behalf of and as the act of the said corporation.

My commission expires JULY 9, 2009

Witness my hand and official seal, this the 16 day of
April, 2007.

T. R. THOMPSON, JR.
Notary Public

(OFFICIAL SEAL)

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

BETHEL CREEK SUBDIVISION

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LOT	AREA OF LOT (SF)	BUILDABLE AREA (SF)	(SF) ALLOWABLE COVERAGE (26.56%)
1	67,309.00	67,309.00	17,877.27
2	62,574.00	62,574.00	16,619.65
3	69,251.00	69,251.00	18,393.07
4	84,798.00	84,798.00	22,522.35
5	87,120.00	87,120.00	23,139.07
6	49,908.00	49,908.00	13,255.56
7	52,345.00	39,869.00	10,589.21
8	69,138.00	50,212.00	13,336.31
9	82,156.00	70,697.00	18,777.12
10	133,102.00	85,843.00	22,799.90
11	98,403.00	82,285.00	21,854.90
12	69,182.00	65,714.00	17,453.64
13	60,273.00	57,389.00	15,242.52
14	57,208.00	52,592.00	13,968.44
15	78,183.00	75,525.00	20,059.44
16	90,369.00	83,770.00	22,249.31
17	96,178.00	92,179.00	24,482.74
18	89,150.00	77,319.00	20,535.93
19	64,585.00	56,160.00	14,916.10
20	142,625.00	92,857.00	24,662.82
21	78,098.00	52,789.00	14,020.76
22	65,859.00	39,829.00	10,578.58
23	99,677.00	77,544.00	20,595.69
24	71,251.00	51,232.00	13,607.22
25	71,331.00	52,194.00	13,862.73
26	53,351.00	40,994.00	10,888.01
27	61,319.00	52,191.00	13,861.93
28	98,652.00	87,317.00	23,191.40
29	73,215.00	53,300.00	14,156.48
30	132,600.00	106,137.00	28,189.99
31	107,030.00	103,338.00	27,446.57
32	76,193.00	72,019.00	19,128.25
33	130,175.00	44,666.00	11,863.29
34	124,827.00	67,271.00	17,867.18
35	87,162.00	57,749.00	15,338.13
36	72,909.00	41,362.00	10,985.75
37	153,368.00	60,943.00	16,186.46
38	68,236.00	51,083.00	13,567.64
39	70,856.00	60,714.00	16,125.64
40	70,128.00	61,771.00	16,406.38
41	73,019.00	64,674.00	17,177.41
42	78,644.00	62,156.00	16,508.63
43	55,892.00	43,886.00	11,656.12
44	56,654.00	53,109.00	14,105.75
45	63,414.00	43,655.00	11,594.77
46	65,022.00	53,327.00	14,163.65
47	53,735.00	47,716.00	12,673.37

(Allowable
Building Area)

BETHEL CREEK SUBDIVISION
PAGE 2 - MARCH 6, 2006

LOT	AREA OF LOT (SF)	BUILDABLE AREA (SF)	(SF) ALLOWABLE COVERAGE (26.56%)
48	180,103.00	153,290.00	40,713.82
49	169,475.00	145,239.00	38,575.48
50	142,858.00	132,200.00	35,112.32
51	130,713.00	117,540.00	31,218.62
52	223,814.00	148,173.00	39,354.75
53	77,762.00	66,886.00	17,764.92
54	73,889.00	73,889.00	19,624.92
55	99,016.00	80,199.00	21,300.85
56	119,963.00	71,570.00	19,008.99
57	88,256.00	47,965.00	12,739.50
58	105,346.00	70,523.00	18,730.91
59	63,752.00	55,585.00	14,758.06
60	64,504.00	47,804.00	12,696.74
61	102,171.00	42,118.00	11,186.54
62	93,554.00	74,421.00	19,766.22
63	69,623.00	69,623.00	18,491.87
OPEN SPACE 1	41,609.00	41,609.00	11,051.35
OPEN SPACE 2	64,877.00	64,877.00	17,231.33
OPEN SPACE 3	89,573.00	60,857.00	16,183.62
OPEN SPACE 4	60,922.00	60,922.00	16,180.88
NATURE TRAIL 1	15,498.00	13,476.00	3,579.23
NATURE TRAIL 2	12,743.00	9,738.00	2,586.41
NATURE TRAIL 3	18,326.00	10,871.00	2,887.34
		TOTAL LOT COVERAGE	1,239,207.79
		ALLOWED	

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by DEBORAH S. REED
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Bethel Creek

CODE

OF

ARCHITECTURAL AND
LANDSCAPING

POLICIES AND PROCEDURES

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

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I. PHILOSOPHY

Bethel Creek is designed to be an exceptional living community. Its developers are committed to respecting the environmental significance of the site and creating an ambiance inspired by architectural styles that are traditional in nature and materials.

PURPOSE OF THE CODE

The purpose of the Code is to define the character of the architectural order within the community and to specify aspects of design both of buildings and landscaping. The intent of the Code is to communicate the ambience and values of the community and to detail particulars in a positive way so that owners, their architects and agents know how to proceed on a construction project. The design and building of a home in Bethel Creek is to be a satisfying and fulfilling experience.

II. CONSTRUCTION AND AUTHORITY

The Covenants, Conditions and Restrictions in Paragraph Seven establish a Code of Architectural and Landscaping Policies and Procedures known hereafter as the "Code".

Authority

Any proposed work to either land or buildings within the Community must first be presented to and further must be approved by the Committee. The Committee has the absolute and exclusive right to refuse to approve plans and specification which are not suitable or desirable based on the Architectural Code. In the event that a project is begun without approval of the Committee or changes are made during construction without the prior approval of the Committee, the Committee has the right to stop construction.

Enforcement

Where there is a dispute between the Committee and an owner

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which cannot be resolved, then the Committee with the Board shall have recourse to all remedies, including arbitration.

III. ARCHITECTURAL CONTROL COMMITTEE

The success of this planned community depends on compatibility of architecture, landscaping and siting, which can only be achieved through careful planning and control.

The Committee

The Architectural Control Committee shall be established by the Board of Directors of the Bethel Creek Homeowners' Association, Inc. The Committee shall be composed of at least three persons or entities and no more than five person and/or entities, including a Chair. The Committee initially need not contain members of the Association. Once there are multiple individual lot owners in Bethel Creek then there shall be at least two lot owners on the Committee, if such lot owners are willing and able to serve such capacity. If such lot owners are unable or unwilling, then this requirement shall be waived until such time as there are additional owners willing and able to serve. The names and addresses of the Committee will be maintained at the offices of the Association along with the Directory of Board Members and Property Owners. The function of the Committee is:

- a. to receive complete design documents for review and approval,
- b. to issue an Authorization to Build,
- c. to inspect the project during construction for compliance of approved plans,
- d. to issue a Certificate of Compliance upon completion and final inspection.

The Committee, at its discretion, may appoint a Coordinator to act on its behalf and to carry out administrative and inspecting duties.

This planning and control, provided for herein and in the Restrictive Covenants, is to be carried out in a fair, consistent and reasonable manner, through Design Standards and a uniform review procedure. The Architectural Control Committee has the absolute and exclusive right to reject any site, building or landscaping plans, and specifications which are not desirable in its opinion for any reason, including purely aesthetic reasons.

IV. PURPOSE OF HANDBOOK

This handbook is designed to be updated or amended from time to time by the Board of Directors, to address new concerns of the community, updated procedures and standards, and/or amend guidelines which govern a specific area of phase of Bethel Creek.

Authority

Any proposed work to either land or building within the Community must first be presented to and further must be approved by the Committee. The Committee has the absolute and exclusive right to refuse to approve plans and specifications which are not suitable or desirable based on the Architectural Code. In the event that a project is begun without approval of the Committee or changes are made during construction without the prior approval of the Committee, the Committee has the right to stop construction seek any remedies provided for herein or in the Restrictive Covenants of Bethel Creek.

Enforcement

Where there is a dispute between the Committee and an owner which cannot be resolved, then the Committee with the Board shall have resource to all remedies, including arbitration.

V. PROJECT GUIDELINES

LICENSED PROFESSIONALS

Use of licensed professionals qualified in the fields of planning, architecture, landscaping design, engineering and surveying is strongly encouraged. If used, these professionals shall certify (seal) their work and it shall be site specific.

VI. DWELLING SIZE/MINIMUM STANDARDS

All residences shall conform to the following standards:

1. Minimum Heated Square Footage: Full size, single family homes:
 - (1) A one (1) story waterfront home must contain a minimum of 2,000 square feet.
 - (2) A two (2) story waterfront home must contain a minimum of 2,200 square feet and the first floor must contain a minimum of 1,200 square feet.
 - (3) A one (1) story home that is not a waterfront home must contain a minimum of 1,800 square feet.

- (4) A two (2) story home that is not a waterfront home must contain a minimum of 2,000 square feet and the first floor must contain a minimum of 1,100 square feet.
2. Setbacks: As per county standards and filed subdivision plat(s) additionally subject to the discretion of the Architectural Control Committee.
3. Variances: Smaller homes may be approved if the Committee feels the home is complementary to the lot size, lot configuration, and adjacent homes.

VII. APPLICATION FOR A PERMIT TO BUILD

Based on preliminary, conditional approval, the detailed construction plans and schedules should be prepared and presented

1. Site Plan - The site plan should be on a survey by a registered surveyor at a scale of 1" = 30' or at such scale as is required by Perquimans County. The plan should indicate proposed clearing and grading, septic tank and drainage field areas, foot print of main house and all adjoining structures, attached or detached, driveway, parking areas, boardwalks, piers and docks.
2. Architectural Plans and Schedules - These should be professionally drawn by or under the supervision of a registered architect, or in a manner producing plans of professional quality, at a scale of 1/4" = 1' or at such scale as is required by Perquimans County. Plans should show:

Foundation - Lay out of foundation and related structures, including decks and patios.

Floor Plans - These should be for all levels and indicate overall and general dimensions, heated square footage and location of all windows and doors.

Elevations - All four elevations showing all windows and doors, exterior siding, all fascias, trims and details.

Roof Plan - Plan of roof, showing pitch of roof slopes.

VIII. SITING AND SITE MODIFICATION REQUIREMENTS

In designing the site plan, property owners and their agents are asked to observe the principles governing the development, namely:

a. reservation of existing trees, bushes and other vegetation.

b. maintenance of privacy among adjoining properties.

Concerns and considerations for owners:

a. Maximizing views, breezes and solar orientation.

b. Some environmental laws might require that the house and all impervious surfaces must not cover more than 26.56% of the lot area. Any improvements must comply with existing environmental laws.

Set Backs

These shall be consistent with the zoning ordinance of the County of Perquimans except where stipulated and shall be consistent with the recorded subdivision plats for Bethel Creek. These setbacks are depicted on the subdivision plat and are generally as follows:

- 75 feet from the shoreline
- 30 feet from the front
- 30 feet from the rear (for non-waterfront lots)
- 15 feet from the side (on non-corner lots)
- 25 feet from certain side lines of corner lots.

Furthermore the Architectural Control Committee shall have the authority to determine additional setbacks on a lot by lot basis and shall have discretion over the location of the building footprint. This discretion is maintained so the Committee can attempt minimize the potential impact constructed improvements on individual lots might have on the river views from adjacent or nearby lots.

Septic Tank and Drainage Field

Each property owner shall be responsible for the installation and maintenance of a septic tank for their use on their property. Any wastewater system installed shall comply with local and state requirements. The wastewater system should be placed in an area adjoining the house where there will be minimum disturbance of trees and bushes. When the system has been installed, the area should be replanted with shallow rooted vegetation-grass, flowers, etc. and incorporated into the overall landscaping plan.

Lots 1, 2, 3, 4 and 5 in the Bethel Creek Subdivision as shown in Plat Cabinet No. 2 Slide 161, Map No. 2-8 do not meet the minimum criteria and requirements of the District Health Department for the construction of an

individual septic system. These lots must have a septic system specially designed by a professional engineer and approved by the District Health Department.

Committee Rights

The Committee has the absolute right to select and modify the siting of every house so that each owner will have maximum benefits of view and privacy.

IX. EASEMENTS

For affected lots refer to the filed plat. The homeowner will not be able to build on these easements and thus the size and location of your house improvements will be affected.

X. SUBMISSION OF PLANS AND APPROVALS

Before the start of any construction, an owner must receive approval to proceed with construction through submission of a site plan and architectural plans to the Architectural Control Committee as required by the Covenants, Conditions and Restrictions. Each property owner is initially and ultimately responsible for seeing that plans for a building project are submitted to and approved by the Committee and that house and site improvements are carried out as approved according to the plans.

Stages

1. Initial Review of Concept

As early as possible, it is of benefits to an owner and architect to meet a member of the Committee to present and discuss the initial building concept and early site plan. Documents at this stage need be adequate only to communicate the general style and plan and may be at 1/8" scale. This step avoids later delays and the expense of revisions to surveys and construction documents.

2. Preliminary Site Plan and Building Plan Review

When a site plan and preliminary floor plans and elevations are ready, but before final construction drawings, the project should be presented to the Committee for preliminary approval of the building plan and an on site evaluation of the site plan. To accomplish this, the lot should have been surveyed and have its lot corners clearly marked. The location of the house and other elements may be rough staked. The

building plans should show four elevations, roof configurations, pitches and materials, exterior siding and trim materials, window type and size.

The Committee will issue an informal letter of conditional approval with any necessary comments regarding the site plan and building plans.

3. Application for Authorization to Build

Based on preliminary, conditional approval, the detailed construction plans and schedules should be prepared and presented.

4. Submission of Plans - Four complete sets of necessary documents should be submitted.

The documents should show clearly the name of the property owner and the architect/designer for the project. For effective communication, a letter from the owner or architect/designer should accompany the plans, setting forth the owner's name, address and telephone number and that of the architect/designer. The fee for the approval process and the compliance deposit should also be included. So that the Committee can inspect on-site the plan for the lot, the driveway entrance area should be staked and tagged, the septic and drainage field should be tagged. All proposed buildings should be staked and strung out. This must be done prior to the Committee inspecting the property.

Upon receipt of full documentation meeting the requirements, the Committee will make a written response to the applicant within thirty (30) days when the site plan and the building plans and design have been determined by the Committee to comply with the Authorization to build.

XI. THE CONSTRUCTION PROCESS

At various stages during construction, a representative of the Committee will inspect the project to ensure that all aspects are proceeding as approved.

Completion of the Project

When the building and all site work is completed, a representative of the Committee will make a final review and inspection to determine compliance with the plan approved. Upon a satisfactory outcome, a Certificate of Compliance and compliance deposit will be returned to the property owner.

XII. BASIC BUILDING POLICIES

Buildings - All buildings shall be single-family residences.

Single or double wide mobile manufactured homes shall not be permitted.

XIII. EXTERIOR REQUIREMENTS

1. Siding material are limited to wood, brick, stone, vinyl and hardy board.
2. The following exterior materials are not approved for construction: Tl-11 plywood, metal siding, concrete block, fiberglass, plaster or asphalt siding.
3. All window and door openings on the front elevation shall have at least 3" wide trim around opening.
4. No unfinished or exposed treated wood will be allowed on the front elevation.
5. All homes to have a covered front porch not less than 60 square feet.
6. No slab on grade homes will be allowed.

XIV. ROOF PITCH/ROOFING MATERIALS

1. Roof pitches should be a minimum of 8 to 12 unless the architectural styles dictates otherwise. Dwellings shall have at a minimum of 4 ridge poles in the roof line. Certain areas of a home may also have lesser pitch roofs, if appropriate to a particular architectural style.
2. Roof material are limited to slate (or approved simulated slate), standing seams metal and "architectural grade" composition shingles, wood shakes, and concrete or terra cotta tiles.

XV. GARAGE/DRIVEWAYS

1. All single family homes shall have a minimum of a one car garage. Carports are not allowed.
2. Garages should be visually played down. Where site conditions permit, garages should be entered from the side. On some sites it may be necessary to enter garage from the front. In this case, the garage must be properly detailed and landscaped with the intention of screening parked cars and as much of the garage door as possible.
3. All driveways to be paved.

XVI. MAILBOXES

Must be one of the given options. Design must conform to and

the U.S. Postal Service regulations.

XVII. FENCES

1. Attempts to establish property lines using individual fencing is discouraged. The use of landscaping for fencing is the preferred alternative for this community. Every effort must be made to retain the feeling of open spaces.
2. All fencing should reflect the detailing, style, color and character of the house. Fences are occasionally a necessity for pool enclosures, pets and visual screening and are sometimes desired for landscaping.
3. HVAC equipment, utility meters, trash cans and recycling bins must be screened from view with wood or other approved screen. Screen shall be stained or painted an approved color.
4. Fences shall be board, picket, post and rail, or brick post with wood or wrought iron fields. Black coated wire grid fencing, when set within post & rail or clipped hedges, may be approved in particular circumstances.
5. Concrete block walls and plywood fences are unacceptable as a design element. Chain link, wire or other utility type fences will not be approved except for limited use in very unusual circumstances.

XVIII. OUTDOOR LIVING/SWIMMING POOLS/SCREEN ENCLOSURES

1. The construction of generously proportioned covered porches is strongly encouraged. The use of wood decks and stone or brick terraces is also recommended over concrete.
2. Swimming pools should be moderate size and must be sited with minimal disruption of natural grades. All pools must have appropriate fencing and screening. Above ground pools are prohibited.
3. All pool enclosures must be approved by the Architectural Control Committee.
4. Exterior audio systems, or audio systems which can be a nuisance to adjacent lots, shall not be allowed.
5. Detached structures and outbuildings, including garages, sheds, pool houses, gazebos, etc., shall be designed to complement the material, color and style of the house and to respect neighboring views. Specific siting of outbuildings should be coordinated with vegetative and topographic conditions on the lot, as well as that of adjacent lots.

6. All garbage containers, AC compressors, water softeners, oil/gas tanks, pool pump equipment, etc. shall be located in rear yards or side yards behind the setback line and shall be screened or walled from front streets and adjoining properties.

7. Decks - Generally are permitted and encouraged.

Attached Decks - The dimension, material and design of decks attached to the main structure must be presented and approved as part of the initial house design.

XIX. LANDSCAPING

The temperate climate of Eastern North Carolina permits and encourages landscaping possibilities and varied opportunities. The overall appearance of the community should be that of a park with some natural and some landscaped areas reflecting the sense of space, preserved nature and balanced order characteristic of great plantations and estates.

Such an approach is intended to create pride in private property which is a part of a greater whole. The landscaping policies at Bethel Creek are intended to encourage pride in distinctive private property as part of a greater whole.

1. All easements and right-of-way shall be landscaped in accordance with the Architectural Control Committee specifications.

2. The retention of all trees greater than 8 inches in diameter is encouraged. Additionally, trees which are in excess of 2 inches in diameter, generally known as flowering trees (such as dogwood or redbud), shall be retained if possible. No live vegetation on slopes of greater than 20% gradient shall be removed without the approval of the Committee.

3. All dead and diseased trees (unless in restricted wetland buffer areas) must be removed by and at the expense of the homeowner.

4. Plants should be consistent with the style and character of your home.

XX. CONSTRUCTION PROCEDURES

CONTRACTOR REQUIREMENTS

The following requirements shall apply to all builders involved in construction at Bethel Creek, their employees and

their subcontractors, and to any person who visits a job site in the Association:

General

- a. All activity by the builder shall be restricted to the lot on which he is building. No vehicles shall cross at any time.
- b. Delivery and storage of materials shall be confined to the building lot only.
- c. Existing vegetation shall not be disturbed except as approved where necessary to construct the house, driveway and septic field.
- d. A sign, of maximum area four square feet, indicating lot number, property owner, and general contractor should be put up for the Building Inspector and supply companies.

Before Beginning Construction

- a. Building contractors shall locate a temporary driveway in the same location as the future permanent driveway to ensure that ingress and egress are within the building lot only. There shall be no traffic, vehicular or pedestrian, on adjacent lots.
- b. All ditch crossing to use reinforced concrete pipe with flared end sections.
- c. Building contractors shall arrange for a suitable container for scrap building materials and trash to be placed on the lot in an approved or existing clearing without damage to existing plant materials designated to remain.

During Construction

- a. Building contractors and site contractors shall be responsible for the condition of adjoining roads and roadsides and will be responsible for any repairs required to the roads caused by the building contractor or his subs.
- b. Builder shall be responsible for regular clean up of garbage, trash, boards, paper, cans, cartons, etc. Scrap and trash too large to be put in the container shall be removed from the site on a weekly basis.

XXI. SAFETY/PROCEDURES

1. Please notify Architectural Control Committee twenty-four

(24) hours prior to commencement of lot clearing or construction.

2. All Builders are required to keep a 24-hour emergency phone number on record with the Developer and the Architectural Control Committee.

3. All activities by the builders shall be confined to the lot on which he is building.

4. On site burning is prohibited.

XXII. GRADING/EROSION CONTROL

1. All applicants and Participating Builders shall make diligent effort to protect all remaining trees during construction, to provide staked-off areas to protect root systems from heavy vehicle and equipment, to install tree wells, and to take other precautions in cases where fill is required around trees.

2. Drainage culverts must be installed immediately when clearing of the lot begins. All culverts to be reinforced concrete pipe with flared ends at each side.

3. A gravel base must be put down in the driveway entrance immediately after clearing to minimize the tracking of mud on streets. Sufficient gravel base must be maintained until the permanent driveway is complete.

4. Erosion control, such as straw bales, straw, matting and seeding or sodding, must be used to prevent the washing of earth into roadways, drainage ways, lakes and ravines during construction.

5. At the end of construction period, the builders shall restore all roadways, ditches and drainage ways, including fine grading and seeding. The builders shall also ensure positive drainage with no standing water, clean lot of all construction debris and trash, and remove all temporary fencing, equipment and unused materials.

XXIII. CONSTRUCTION PRACTICES

1. All construction traffic is to obey all posted speed limits.

2. Construction vehicles shall not be parked in any area other than on the building site or on the roadway bordering the site. Vehicles will not be permitted to obstruct the traffic flow. Vehicle shall not park in the roadside shoulder and drainage ditch.

3. Construction work hours will be limited from 7:00am to 7:00pm, Monday through Saturday. No construction will be allowed on Sundays or National holidays.

4. All exterior building sites as a minimum must be clear of trash, litter and building scraps by each Friday afternoon during the construction phase.

5. If log piles are to be left on the lot, they should be sawn and neatly stacked behind the building line.

CONSTRUCTION CONDUCT

1. No alcoholic beverages or illegal drugs are permitted on job sites.

2. The playing of loud music, that may be annoying to residents, is prohibited.

CONSTRUCTION STANDARDS

COMPLETION

Construction of any improvements, once commenced, shall be complete within 12 months. Improvements not so completed, or upon which construction has ceased for 90 consecutive days, or which have not been partially or totally destroyed and not rebuilt within 3 months, shall be deemed nuisances. Bethel Creek may remove any such nuisance of repair or complete the same at the cost of the Owner. The Committee has the authority to grant extensions.

FUTURE STANDARDS

The Committee reserves the right to develop and enforce other requirements for construction in the future, in order to avoid potential conflict between construction activities and residents, as Bethel Creek is built out.

COMPLIANCE

Compliance with the Architectural Standards, Construction Procedures, and Construction Standards is expected. However, if the job site is at any time unsatisfactory at the opinion of the Committee, the Committee will implement one or more of the following actions in an effort to correct and discrepancies:

1. Notification to job site superintend.
2. Notification to Owner/Builder.

3. Close down construction access to home site temporarily until discrepancies are corrected.
4. Legal action taken by the Declarant and/or the Bethel Creek, LLC.

XXIV. DISCRETION OF THE COMMITTEE

The Architectural Control Committee has the authority to reject designs, materials, landscaping, siting or other items related to improvements made on any lot in the subdivision, in its own discretion. All purchasers and owners of lots in the subdivision are subject to this Code.

XXV. VIOLATIONS

Any agents subcontractors and employees of Participating Builders who violate construction site requirements or any other Architectural Control Committee criteria may be removed and prohibited from entry in Bethel Creek by the Developer and/or the Architectural Control Committee.