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Hugh Overstreet, Jr.  
CP Register of Deeds for PENDER COUNTY

STATE OF NORTH CAROLINA  
COUNTY OF PENDER

DECLARATION OF RESTRICTIONS  
BELVEDERE PLANTATION  
SECTION IV

THIS DECLARATION OF RESTRICTIONS, made this 2nd day of October, 1980, by UNITED STATES DEVELOPMENT CORPORATION, a North Carolina corporation, with its principle place of business in Pender County, North Carolina, hereinafter referred to as the "Developer";

WITNESSETH:

WHEREAS, Developer is the owner of all lots in Belvedere Plantation, Section IV, as shown upon the map of said subdivision recorded in the Pender County Registry in Map Book 18 at Page 64; and

WHEREAS, it is the desire of the Developer, for itself, and its successors and assigns, to declare the following restrictions to be applicable to all lots in Section IV, Belvedere Plantation, in order to provide for a uniform development of said property and to preserve its value and to protect the present and future owners thereof;

NOW, THEREFORE, the Developer, for itself, its successors and assigns, does hereby declare that the following restrictions and covenants shall apply to all numbered lots in Belvedere Plantation, Section IV, as shown upon the map thereof duly recorded in Map Book 18 at Page 64 in the office of the Register of Deeds of Pender County, and said restrictions shall be binding upon all parties claiming title to any of said lots under the Developer:

1. Land Use and Building Type. No numbered lot shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than two cars, which private garage may contain living quarters for occupancy by domestic servants of the lot owner only, and such other out-buildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. No residence shall contain less than 1,500 square feet of living area for a one story dwelling and less than 1,000 square feet of living area on the first floor of a one and one-half story dwelling or a two story dwelling.

2. Building Location. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 15 feet to any side street line (where a corner is involved, "Front lot line" shall be deemed to be that line toward which the main structure fronts). No building shall be located nearer than 10

feet to an interior lot line. A building location which does not vary by more than ten (10%) percent from a required distance stated herein shall be deemed to be in compliance with the stated requirement. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot. No part of any building erected on any lot adjoining the golf course shall be nearer than 20 feet to the rear property line of said lot.

3. Re-Subdivision of Lots. No lot shall be re-subdivided unless such part of the subdivided lot becomes of a whole lot, and the remainder of the subdivided lot becomes a part of another whole lot.

4. Easements. Easements for installation and maintenance of drainage facilities are reserved as shown on the recorded plat. The owner shall have no responsibility for maintaining drainage easements in connection with any lots sold. All maintenance shall be the responsibility of the purchaser of a lot, his heirs, successors and assigns within said easement. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of drainage facilities, or which may change the direction or flow of drainage channels in the easements. The easement 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 a public authority or utility company is responsible.

5. Erection of Fences. No fence shall be erected on any lot nearer the front lot line than the minimum building set-back line, and no fence, wall or hedge higher than 8 feet shall be erected or maintained on any lot. No chain link fences shall be allowed in the front yard of any lot. No type of chain link or hurricane fences shall be allowed any closer than 20 feet to the rear property line on any lot bordering the golf course, sound or lakes.

6. Garbage and Refuse Disposal. No lot or parcel of land shall be used as a dumping ground for rubbish, trash or garbage; nor shall any lot or parcel of land be used as an area for abandoning, storing, or dismantling and/or repairing automobiles, trucks or other vehicles.

7. Signs. No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot except that one sign of not more than five square feet in area may be used to advertise the property for sale or rent. Signs may be placed only on the front half of the lots. This covenant shall not apply to signs used to identify and advertise the subdivision as a whole.

8. Sewage Disposal. That until such time as municipal sewage or a private sewage company duly licensed by the North Carolina Utilities Commission is available, sewage disposal shall only be by septic tanks meeting the approval of the North Carolina State Board of Health. As soon as municipal sewage, or the afore-described private sewage company system is available, no more septic tanks shall be installed and sewage disposal shall only be by said municipal or private company system.

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

10. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lots, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. All dogs kept on any lot must be kept in a fenced in area or leashed at all times while outside the dwelling located on any lot covered hereby.

11. Temporary Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shack, temporary garage, barn, or other outbuilding shall be located on any lot or used on any lot at any time as a residence either temporarily or permanently.

12. Wells. No water well shall be drilled on any lot.

13. Sight Line Limitations. No fence, wall, hedge, or shrub planting which obstructs the 100 foot sight lines shown on the recorded plat shall be placed or permitted to remain on any corner lot. No tree or shrub shall be permitted to remain within the sightline distance unless the foliage is maintained at a sufficient height to prevent obstruction of such sightlines.

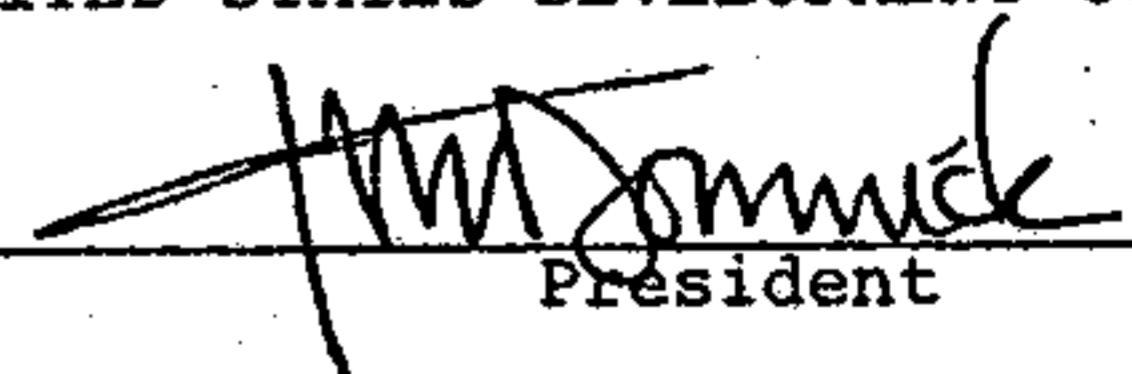
14. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions are recorded, after which time said restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots covered by these covenants has been recorded agreeing to change said covenants in whole or in part; PROVIDED, HOWEVER, that the Developer specifically reserves the right to amend or change any part or all of the covenants herein set forth by filing in the office of the Register of Deeds of Pender County at any time within one (1) year of the recording of a conveyance of the first lot covered by these covenants, a declaration of amended restrictive covenants, which such amendments, modifications or additions to the restrictive covenants contained in this Declaration shall be made applicable to the conveyance of lots made subsequent to the recording of such declaration of amended restrictive covenants.

IN WITNESS WHEREOF, UNITED STATES DEVELOPMENT CORPORATION has caused this Declaration to be executed in its corporate name and its corporate seal hereto affixed by its duly authorized officers, all the day and year first above written.

UNITED STATES DEVELOPMENT CORPORATION

ATTEST:

  
Secretary

By   
President

