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JOYCE M. SWINSON  
RESTRICTIVE COVENANTS  
PENDER COUNTY  
PELICAN REEF SUBDIVISION

THESE RESTRICTIVE COVENANTS OF PELICAN REEF SUBDIVISION are made this the 5 day of May, 1995 by Water View, Inc., hereinafter referred to as the "Declarant," and any and all persons, firms, or corporations hereinafter acquiring any of the within described property and any of the property hereinafter made subject to these Restrictive Covenants of Pelican Reef Subdivision, hereinafter "Restrictions."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Pender County, North Carolina known as Pelican Reef Subdivision; and

WHEREAS, Section 1 of Pelican Reef Subdivision is more particularly described by plat(s) thereof recorded in the following Plat Book(s) and Page(s), 29 AT 129 in the Office of the Register of Deeds for Pender County to which reference is hereby made for a more complete description; and plat(s) for additional phases made a part of this subdivision may be recorded at a later date; and

WHEREAS, said Section 1 lots are so situated as to comprise a neighborhood unit, and it is the intent and purpose of the Declarant to convey the aforesaid lots to persons who will erect thereon residences to be used for family purposes, subject to the provisions hereinafter set forth; and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property made subject to these Restrictions, and the Bylaws of Pelican Reef Subdivision and Homeowners Association (hereinafter "Bylaws") recorded separately in the Office of the Register of Deeds for Pender County for the benefit and protection of the property and for the mutual protection, welfare and benefit of the present and the future owners thereof; and

WHEREAS, Declarant has filed and recorded separately with the Register of Deeds for Pender County a Subdivision Street Disclosure Statement, which is incorporated herein by reference as if fully set forth; and

Recorded and Verified  
Joy M. Swinson  
Register of Deeds  
Pender County, NC

WHEREAS, Declarant desires to provide for the preservation of the value of Pelican Reef Subdivision made subject to these Restrictions and the Bylaws and for the construction, maintenance and preservation of the Common Property established by the Bylaws and by the supplements thereto.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described herein on above said recorded plat (and all future plat(s) that may be made a part hereof in the manner set forth below) is made subject to these Restrictions and the Bylaws and shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of Pelican Reef Subdivision as it now exists and is hereafter expanded, and that such easements, restrictions, covenants and conditions shall burden and be appurtenant to and run with said property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors and assigns, having any right, title or interest in the properties now or hereafter subjected to these Restrictions and the Bylaws, or any part thereof, and shall inure to the benefit of each owner thereof and their respective heirs, successors and assigns.

A. PROPERTY SUBJECT TO THESE RESTRICTIONS AND THE DECLARATION AND ADDITIONS THERETO.

1. PROPERTY PRESENTLY SUBJECT TO THESE RESTRICTIONS. Section 1 of Pelican Reef Subdivision, the real property which is, and shall be held, transferred, sold, conveyed and occupied subject to these Restrictions and the Bylaws, irrespective of whether there may be additions thereto as hereinafter provided, is located in Pender County, North Carolina, and is shown on maps recorded in Map Book(s) and Page(s) 29 AT 129 in the Office of the Register of Deeds for Pender County.

2. ADDITIONS TO EXISTING PROPERTY. Additional property, including any additions (including real property and/or improvements) to the common property, which may be made by Declarant at its sole and complete discretion, and property adjacent thereto may be brought within the scheme of these Restrictions and the Bylaws and the jurisdiction of the Pelican Reef Homeowners Association, hereinafter referred to as the "Association," in the following ways:

a) The Declarant reserves the right to develop and subject to these Restrictions and the Bylaws any or all of the Property described in Schedule A, which is attached hereto and incorporated herein by reference. Each, any or all of this Property may be annexed to the properties by Declarant, at its sole and absolute discretion, and brought within the scheme of these Restrictions and

the Bylaws and within the jurisdiction of the Association, in future stages of development without the consent of the Association or its members; provided, however, that said annexations, if any, must occur within twenty (20) years after the date of this instrument.

b) At Declarant's sole and absolute discretion, additional residential property and common area, consisting of not more than four hundred (400) acres, outside of the area described in the aforementioned Schedule A may be annexed to the properties and brought within the scheme of these Restrictions and the Bylaws and the jurisdiction of the Association in future stages of development without the consent of the Association or its members; provided, however, that said annexations, if any, must occur within twenty (20) years after the date of this instrument.

c) The additions authorized under subsections (a) and (b) shall be made by filing of record Supplementary Restrictive Covenants of the Pelican Reef Subdivision and by filing of record Supplementary Bylaws of Pelican Reef Subdivision and Homeowners Association, with respect to the additional properties which shall extend the scheme of the Restrictions and the Bylaws of and the jurisdiction of the Association to such properties, and thereby subject such additions to assessments for their just share of the Association's expenses. Said Supplementary Restrictive Covenants and Bylaws may contain such complementary additions and modification of these Restrictions and the Bylaws as may be necessary to reflect only the different character and density of housing planned on the added properties and as are not inconsistent with the provisions of these Restrictions and the Bylaws. For example, other phases may contain Patio Lots, which will be smaller lots with an increased amount of proportionate common area which will be used for the sole benefit of the Patio Homes and will be maintained by a separate homeowner's association.

d) The Declarant, for itself and the Association, reserves the right to grant onto property owners of properties adjacent to or near Pelican Reef, the right to ingress, egress and regress through Pelican Reef Subdivision as it now exists or as it may be expanded as set forth herein. The Declarant and/or the Association, may cause any and all roads constructed in this development, or which may be constructed, to become a servient estate to other real property for the sole purpose of ingress, egress and regress to said dominant estate property. The Declarant may grant said easement without the consent of the Association.

B. GENERAL USE RESTRICTIONS.

Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the Property that the Property is hereby subject to these Restrictions as to the use thereof and do agree, publish and declare that the deeds hereinafter made by it to purchasers of the Property shall be made subject to the Bylaws and to the following Restrictions:

1. Except as otherwise provided in these Restrictions, the lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling and related structures incidental to the residential use of the lot, such as garages and boat houses, which otherwise comply with these Restrictions, except that Declarant reserves the exclusive right to construct a roadway over any lot owned by it in order to grant access to other property acquired by Declarant and in such cases, the remainder of any such lot not used for the roadway shall still be subject to these Restrictions.

2. Each single-family dwelling shall have an enclosed, heated living area (exclusive of open porches, garages, and other unheated spaces) not less than One Thousand Eight Hundred (1,800) square feet on the marsh and waterfront of Virginia Creek, and One Thousand Six Hundred (1,600) square feet otherwise, regardless of the number of stories. However, Declarant reserves the right, at its sole and absolute discretion, to designate "patio lots" on any area, the dwelling on which must have a heated living area not less than One Thousand Two Hundred Fifty (1,250) square feet.

The design, location and complete construction plans (hereinafter "plans") of all improvements on each lot (regardless of when such improvements are made) and the landscaping of each lot must be approved in advance by the Architectural Review Committee, hereinafter referred to as the "Committee," which Committee is established pursuant to the Bylaws. No building, fence, wall, bulkhead, dock, pier, pool, outbuilding, driveway or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained or altered on any lot or combination of contiguous lots, nor shall the grade or elevation or physical characteristics of any lot, combination of contiguous lots, or portions of a lot or lots thereof be altered in any way whatsoever, until the proposed building plans, specifications, exterior colors and finishes, site and grading plans (showing the proposed location of such building or structure, drives, parking areas and proposed alterations to the grade, elevation or physical characteristics of the site) and the construction schedule have been approved in writing by the Committee. Exposed exterior walls composed of the following materials shall be prohibited from Pelican Reef Subdivision:

concrete block, imitation asphalt siding, imitation asphalt stone siding, tar paper. The Committee's refusal to approve any such plans, location or specification may be based by the Committee upon any ground, including purely aesthetic and environmental considerations, that it, in its sole and uncontrolled discretion, shall deem sufficient. Without prior written consent of the Committee, no changes or deviations in or from such plans or specifications as approved shall be made. No alterations in the exterior appearance of any building or structure, or changes in the grade, elevation or physical characteristics of any lot shall be made without like approval by the Committee.

The Plans shall include the complete construction plans, the plot plan (showing proposed location and elevation of such building fences, walks, drives, parking area, etc.), proposed building plans and specifications, exterior color, finish and materials. One (1) copy of all plans and related data shall be furnished to the Committee for its records. The Committee shall not be responsible for any structural or other defects in plans and specifications submitted to it or in any structure erected according to such plans and specifications. The Committee may require additional data from any lot owner, including data relating to adjacent and related lots and related matters such as water well engineering plans and specifications, and may include in its approvals reasonable terms and conditions to apply to groups of lots such as water well standards and surface water effluent requirements, and to apply to construction site sanitary maintenance and clean up. If no action is taken by the Committee within thirty (30) days after plans are submitted to it, the owner may proceed to build without approval, but in any event all improvements must be in accordance with these Restrictions. However, the thirty day period shall not begin to run until all requested data is received by the Committee.

3. The actual construction shall be the responsibility of the Owner of the lot and his builder. Any permission granted for construction under this covenant and any designation of approved licensed contractors shall not constitute or be construed as an approval, warranty or guaranty, expressed or implied, by the Declarant or the Committee or its designated agent of the structural stability, design or quality of any building or other improvements or of the contractor who constructs such buildings or other improvements.

4. Except within the building site or within twelve (12) feet of the main dwelling, no trees of any kind (other than pine trees) in excess of six (6) inches in diameter at the ground level may be removed from any lot without the prior approval of the Committee. No pine trees that lie twenty (20) feet or more from the main dwelling may be removed from any lot without the prior approval of

the Committee. The Association may issue a fine to a lot owner in the amount of One Hundred Dollars (\$100.00) for each tree removed without permission from the Committee, said fine representing the decrease in value to other property.

5. All improvements to the lot must comply with Pender County setback requirements for a planned development. The establishment of inflexible building setback lines for location of houses on lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations. In order to assure, however, that the foregoing considerations are given maximum effect, the site and location of any house or dwelling or other structure upon any lot shall be controlled by and must be approved absolutely by the Committee, however, all requirements imposed by the Committee must be in accordance the Pender County Zoning Ordinance, Subdivision Ordinance, or the Planning Board's approval. Further, absent the extraordinary circumstances set forth below, the Committee shall approve no plans unless the following minimum setback requirements are met:

a) Front setbacks for patio lots shall be twenty-five (25) feet and conventional lots shall be thirty (30) feet.

b) Rear setbacks for patio lots shall be fifteen (15) feet and conventional lots shall be thirty (30) feet.

c) Side setbacks for both patio and conventional lots shall be ten (10) feet.

d) No swimming pool on any lot shall be located nearer than twenty (20) feet from the side or rear lot line.

e) Setback lines for fences and walls shall be set on a case-by-case basis.

The Committee, shall have the right to approve deviations from each of these setback requirements upon application of an individual lot owner if, for reasons of topography or well or septic approvals, strict compliance creates a hardship if such approval does not violate the Pender County Zoning Ordinance, Subdivision Ordinance or Planning Board approval. If required by Pender County, each plot plan must receive zoning approval prior to the commencement of any construction.

6. More than one lot may be combined to form one or more lots by (or with the written consent of) Declarant, its successors and assigns. No lot may be subdivided by sale or otherwise, except by (or with the written consent of) Declarant, its successors and assigns. Upon combination or subdivision of lots, the building

line requirements prescribed herein shall apply and the easements reserved herein shall be applicable to the rear, side and front lot lines of such lot as combined or subdivided. The resulting building site and structures erected thereon must otherwise comply with these Restrictions and the new property line of the resulting building site shall be used to compute the setback lines as set forth herein.

7. All connections of private driveways to the Pelican Reef road system shall be constructed, by the lot owner, and maintained, by the lot owner, in accordance with the rules, regulations and specifications of the Committee. However, in order to insure fire protection is readily available to all lots, all driveways which connect residences or other structures that are more than fifty (50) feet from the subdivision road must be at least eleven (11) feet in width, with a clearance of no less than eleven (11) feet in height. Further, all driveways must be constructed from concrete, aggregate concrete, brick or asphalt; therefore, no driveway may be constructed of crushed stone, pebbles or shells unless approved in writing by the Committee.

8. There shall be no signs, fencing or parking permitted within the road right-of-way.

9. Construction of new residential buildings only shall be permitted, it being the intent of this Covenant to prohibit the moving of any existing building or portion thereof on a lot and remodeling or converting the same into a dwelling unit in this subdivision, excepting, however, Declarant's mobile offices provided for hereinbelow.

10. With the exception of construction which is interrupted or delayed due to physical damage to the work in progress (such as damage due to fire, lightning, windstorm, hail, riot or civil commotion, explosion or theft), any dwelling constructed upon a lot must be completed within one (1) year subsequent to commencement of construction, except with the written consent of Declarant, its successors or assigns, or, if the Declarant so designates, by the Committee. The normal period of completion time for outbuildings or other improvements shall be presumed to be four (4) months from the issue date of the building permit. In the event that completion of the dwelling, outbuildings, or other improvements on any lot is not completed within one (1) year, and it is determined by the Declarant, its successors and assigns, or if the Declarant so designates, by the Committee, that construction progress has diminished to such an extent that completion of the dwelling, outbuildings, or other improvements is unlikely within one hundred twenty (120) days, the Association will be advised of this determination. The Association shall then have the right to give notice to the owner that the owner has the obligation, within thirty (30) days, to complete the removal of all the construction

work in progress, including without limitation, the foundation and all building improvements and all stored building materials, and fill and grade the lot so that it is restored to its natural grade level, and the Association shall have the right to undertake this work upon owner's failure to do so and charge the cost to the owner and place a lien upon the lot upon the owner's failure to pay these charges.

11. Owners of the lot shall be responsible to insure that all construction equipment will be moved from any lot within ten (10) days of completion of construction.

12. No trailer, truck, van, mobile home, doublewide mobile home, tent, camper, barn, garage, or other outbuilding or temporary structure parked or erected on lots in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, that this prohibition shall not apply to shelters used by the contractors during the construction of the main dwelling house, it being clearly understood that these temporary shelters will not be permitted to remain on any lot after completion of construction. The Committee shall have the right to approve or disapprove at its sole and absolute discretion, these temporary construction shelters or vehicles. The Committee, upon approval of a temporary construction shelter or vehicle, will issue a letter stating the length of time such shelter will be allowed to remain upon such lot and where such shelter is to be located upon such lot. Modular homes are permissible only if approved by the Committee, said approval or disapproval being within the Committee's sole and absolute discretion.

13. All homes constructed in Pelican Reef Subdivision must be supplied with water for normal domestic use from individual privately drilled wells, or from a public utility company, if available. Each individual owner shall locate the well drilled on such owner's lot so as to comply with all the governmental regulations regulating the minimum distance between such well and septic fields proposed or approved for the owner's lot and all lots adjoining such owner's lot. No well shall be drilled or constructed without the prior written approval of the Committee.

14. Declarant shall be permitted to erect one mobile office on any lot that it owns for the purpose of maintaining a sales information center and construction office.

15. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No animals or poultry of any kind may be kept or maintained on any of said lots, except a reasonable number of dogs, cats and birds that are kept on the owner's property. No dogs shall be permitted to roam the

property, and the Association may have strays and dogs that are not leashed and are found off their owner's lot removed by government authorities. The throwing or dumping of trash, garbage and waste materials shall not be permitted. The interference of any stream or future waterways so as to cause pollution or stagnation in these waterways is prohibited. No clearing, filling or disturbing of the wetlands in violation of the governmental regulations shall be permitted. No clearing of any type shall be permitted without prior approval from the Committee. There shall be no excavation which does not pertain to the building or construction of a home. Bottled gas containers and oil tanks shall be screened from public view. No heating or cooling system shall discharge surface water from any lot without prior approval from the Committee. There shall be no above-ground swimming pools, unless approved by the Committee.

16. Off street parking for not less than two (2) passenger automobiles must be provided on each lot prior to the occupancy of any dwelling constructed on said lot, which parking areas and the driveways thereto shall be constructed of concrete, aggregate concrete, brick or asphalt. No driveway or parking area may be constructed of crushed stone, pebbles or shells unless approved in writing by the Committee.

17. It shall be the responsibility of each lot owner to prevent any unclean, unsightly or unkempt condition of buildings or ground on such lot. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage or other waste shall not be kept, except in sanitary containers screened from view from all roads, all other lots and from the Common property provided that the Declarant, prior to the sale of such lot, may use portions of such lot as a burial pit in accordance with governmental regulations.

18. Easements or Access and Open Space:

a) Subject to the conditions set forth herein, each and every lot owner is hereby granted an easement to pass over, use and enjoy open spaces now or subsequently designated on recorded plats as community open space, and all roads, bridges, and right-of-way provided, however, that Declarant its successors or assigns, and the Association shall retain the right to establish rules or regulations for the use and enjoyment of such easement.

b) The Declarant further reserves to itself, its successors and assigns, the right to erect and maintain utilities, drainways and other public conveniences in common lands, including the right to cut any trees, bushes or shrubbery, make any grading in the soil, build buildings or take any similar action reasonable and necessary or desirable to provide economical and safe installation or service.

c) The Declarant further expressly reserves to itself, its successors and assigns, and upon formation of the Association, to the Association, its successors and assigns the right to construct, operate and manage any club, or other like facility with associated amenities, upon any of the property not designated as a residential lot for the mutual enjoyment of the owners and to establish reasonable fees, rules and regulations for the use thereof. The Declarant specifically reserves the right to transfer these facilities to the homeowners association with the common properties.

d) The Declarant makes no representation in these covenants as to the type, quality, or amount of common areas and improvements other than shown on the Final Plat as approved by the Pender County Planning Board and subject to any contractual arrangements entered into by Declarant prior to the filing and approval of said Final Plat and/or subject to any contractual arrangements between the Association and a third party. However, every lot owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every lot, subject to the aforesaid and the following provisions:

i) The right of the Declarant to modify the lot lines and adjacent common areas shown on any plat of the property. Said modifications of common area must be reasonable in type and amount.

ii) The right of the Declarant, prior to the filing and approval of a Final Plat, and the Association, after the filing of and approval of said Final Plat, to enter into contractual arrangements with a third party for the construction of amenities and management of said amenities. Prior to the filing and approval of said Final Plat, the Declarant and, after the filing and approval of said Final Plat, the Association may also enter into a lease agreement with a third party for the common areas. This lease agreement must be for the sole purpose of constructing and maintaining amenities on the common area and may not be for a term that is greater than fifty (50) years. Further, while any of the aforementioned agreements with third parties may contain provisions allowing the use of said amenities by non-lot owners, said agreements must provide for the perpetual use of the amenities by the lot owners, although said use may be subject to fees and contributions, which must be equal to or less than those fees and contributions required of non-lot owners. Further, these agreements with third parties may contain an assignment of any and all rights and obligations that the Association may have, or that the Declarant may have, if any, to the common areas and the amenities to be constructed or maintained thereon. The purpose of this provision is to give the Declarant and the Association flexibility in causing high quality amenities to be constructed and maintained on the common areas and assuring the lot owners the perpetual right to use those amenities at a fair and reasonable

fee. Any portion of a third party contract that violates this provision shall be void and of no effect, and any dedication occurring by reason of the filing and approval of any plat, if any, shall be subject to this provision allowing third party contracts.

iii) The Association, or its assigns, and/or any third party with contractual rights described in paragraph 18(d)(ii) above, shall have the right to permit to any person the use of the common areas and amenities constructed thereon and may charge reasonable fees and contribution amounts for the use of the common area and any amenities constructed thereon.

iv) The Association, or its assigns, and/or any third party with contractual rights described in paragraph 18(d)(ii) above, shall have the right to suspend any person's use of the common areas and amenities constructed thereon.

v) The Association shall have the right to dedicate or transfer all or any part of the common area and/or amenity constructed thereon to any public or private entity for such purposes and subject to such conditions as it deems appropriate.

vi) The Association, shall have the right to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property, including the common areas and any amenities constructed thereon, for money borrowed or debts incurred.

vii) The Association, or its assigns, and/or any third party with contractual rights described in paragraph 18(d)(ii) above, shall have the right to impose regulations for the use and enjoyment of the common area and amenities constructed thereon, which regulations shall further restrict the use of the common areas.

19. Absence of Dedication to Public Use: Nothing in these restrictions, nor in the recording of any plat or deed pursuant hereto, shall dedicate (or be deemed to dedicate) to public use any of the streets, bridges, common lands or other grounds within Pelican Reef Subdivision.

20. No firearms may be discharged within the subdivision.

21. In addition to the easements that are shown on the recorded plats of Pelican Reef Subdivision, easements ten (10) feet in width along the lot lines of all lots are reserved by Declarant, its successors and assigns, for installation, repair, replacement and maintenance of utilities, including the right to keep said easements free and clear of all obstructions. An easement of twenty (20) feet is reserved for such purposes along the rear lines of all lots that do not adjoin other lots or properties within the Pelican Reef Subdivision. As between the easements reserved by

these Restrictions and the easements that are located in the same area as shown on the record maps, the easements that are greater in width shall be the easements that are in effect.

22. Declarant reserves a temporary construction easement of twenty-five (25) feet in width along both sides and running parallel to streets or roads, which easements shall expire the earlier of twelve (12) months after the particular road construction commences, or December 31, 2004, or upon the acceptance of such streets or roads for maintenance by governmental authority.

23. No outside clotheslines shall be permitted. No satellite dishes, more than twenty-four (24) inches in diameter shall be permitted. Mailboxes shall be of a design, color and choice of materials as designated by the Declarant or, if the Declarant so designates, by the Committee, and may not violate North Carolina Department of Transportation standards. No separate newspaper boxes are permitted. Newspaper boxes may be combined with mail boxes on one post when the design of the boxes, post and the placement thereof has been approved by the Committee.

24. There shall be no junk automobiles, junk of any sort, unserviceable vehicles or salvage stored or placed or allowed to remain on or in any portion of the Subdivision. Unless located within enclosed garages, no large boat and/or boat trailer (over 28 feet in length), travel trailer, motor home, tractor trailer truck, or any other such vehicle shall be kept or maintained or located upon any lot unless and except with prior approval of the Committee. Other boats and/or boat trailers (less than 28 feet in length) must be stored behind the building set back line. No vehicles that are disabled or under repair shall be kept upon any lot unless located within enclosed garages. Unlicensed automobiles, including antique cars, if present, must be stored out-of-sight in a garage. Large trucks shall not be parked on a regular, or constant basis, or at fixed intervals within the Subdivision. No lot shall be used for storage of building materials prior to the issuance of the building permit for the Primary Residence. Large truck shall be defined as any non-passenger vehicle larger than a pick-up truck.

25. All signage shall be in conformance with the Pender County Zoning Ordinance, as amended, Subdivision Ordinance and Road Naming, House Numbering Ordinance. No billboards or signs of any description, including "for sale" or "for rent" shall be displayed upon any lot with the exception of speculation homes built by a builder/vendor. The Declarant reserves the right to place and maintain development and "for sale" signs in the subdivision in the manner and place that it deems appropriate. All sign colors must be blue and white, unless otherwise approved by Declarant, or if Declarant so designates, by the Committee. Declarant also reserves

the right to erect and maintain signs designating streets, creek access, recreational areas, and any other signs that will aid in the development of Pelican Reef Subdivision. During period of construction, the general contractor shall be allowed a sign of a design and substance approved by the Declarant, its successors or assigns, or if the Declarant so designates, by the "Committee," but no sub-contractor signs shall be permitted.

26. No dwelling unit on any lot shall be leased for transient or hotel purposes, nor may any owner lease less than the entire building unit, nor shall any lease be for any period less than ninety (90) days. Any lease must be in writing and provide that the term of the lease and occupancy of this dwelling shall be subject in all respects to the provisions of these Restrictions and the Bylaws, and the failure of any lessee to comply with the terms of such documents shall constitute a default under the lease.

27. As provided for herein, it is understood that Declarant, its successors and assigns, may develop, subdivide or sell additional tracts or parcels of land. Declarant reserves the right for its successors or assigns to connect such additional property to this Subdivision and to grant easements to use the roads and community access to Pelican Reef and recreational areas of this Subdivision.

28. The Declarant and purchasers of lots in Pelican Reef Subdivision understand that the vesting of rights relating to a lot owner's pier, dock, boat access ramp or any type of disturbance of the shoreline buffer is subject to the terms and conditions set out by the Coastal Area Management Authority, (CAMA).

29. In order to enable the Pender County Board of Education the ability to provide school bus service within the Pelican Reef Subdivision, it is hereby understood that the Association shall release the Board of Education of any responsibility for damages to roads. Such release will be sent by the Association in writing to the Board of Education, and will be binding on the Declarant and lot owners.

30. Each owner of Section 1, lots 1 - 21, 36 - 43, 48 - 57, 65 - 71 and 76 and 77, which lots may lie in an area of environmental concern, by acceptance of a deed for a lot, agrees that the total built upon area for each lot, inclusive of right of way, structures, pavement, walkways, or patios of brick, stone or slate, not including wood decking or walkways, shall not exceed thirty (30) percent of the total area of said lot. Further, in order to protect Virginia Creek from harmful nitrogen, loading and herbicide runoff, those lots bordering Virginia Creek, namely, Section 1, lots 1 - 21, 36 - 43, 48 - 57, 65 - 71 and 76 and 77, shall maintain a buffer satisfactory to the Committee along said creek of an area not less than thirty (30) feet. This buffer shall be maintained in a natural state except for certain alterations and

improvements that are approved by the Committee for purposes of improving the view of Virginia Creek. However, in no event shall any impervious coverage, inclusive of right of way, structures, pavement, walkways, or patios of brick, stone or slate, not including wood decking or walkways, be erected within this thirty (30) foot buffer area. Each owner hereby specifically agrees that this Covenant will be binding on all parties and persons claiming under them, shall run with the land, and its benefits enforced by the State of North Carolina, and may not be deleted, or changed or modified without the consent of the State of North Carolina. Each owner, prior to the commencement of construction, will verify the accuracy of any built upon area calculations with the Association or the State of North Carolina.

31. The Association shall have the duty to repair, replace and maintain all common property, including recreational areas and improvements located thereon, and all streets, roads, road right-of-ways, and other Common Property. The Association shall have the right, from time to time, to establish a reasonable assessment, which assessment shall be paid by each Owner in such periodic installments as the Association may determine, to be used to pay: (1) the operation and administrative expenses of the Association; (2) the costs of maintenance, upkeep, replacement and repair of all recreational areas, and the improvements located thereon, and all streets, roads, road right-of-ways and other Common Property; (3) other expenses necessary or useful to maintain and operate the Association and the recreational facilities (including, without limitation, the procuring, maintenance and paying the costs of insurance related to the Common Property and of surety and other bonds related to the management of the Common Property and the Association); and (4) the costs of exercising any rights or obligations that arise by reason of an agreement referred to in paragraph 18(d) of these Restrictive Covenants.

32. Declarant reserves the right to assign its rights to a successor including the Association, who also assumes the Declarant's responsibilities.

33. Each owner, by acceptance of a deed for a lot, the Pelican Reef Homeowners Association and Declarant agree that the total built upon area for each lot (including that portion of the right-of-way between the edge of the pavement and the front lot line, and all structures, including asphalt, gravel, concrete, brick, stone, slate or similar materials, not including wood decking or the water surface of swimming pools) shall not exceed the following applicable square footage allocation:

## SECTION 1

<u>LOT</u>	<u>APPLICABLE SQUARE FOOTAGE</u>
1	7178
2	7178
3	6404
4	6975
5	7979
6	8579
7	9655
8	9655
9	8144
10	8144
11	7884
12	6284
13	8384
14 (Common Area)	65340
15	7090
16	7090
17	7506
18	6284
19	8144
20	7244
21	6644
22	7004
23	5584
24	5584
25	5584
26	6684
27	5584
28	6064
29	5584
30	5584
31	5584
32	5584
33	5584
34	5584
35	5344
36	6477
37	6893
38	7284
39	6984
40	7120
41	6384
42	6384
43	6384
44	5584
45	5584
46	5584
47	5584

## SECTION 1 (cont'd)

<u>LOT</u>	<u>APPLICABLE SQUARE FOOTAGE</u>
48	6804
49	7213
50	7213
51	5964
52 (Common Area)	300
53	6839
54	6384
55	7611
56	7824
57	6984
58	5724
59	6684
60	5584
61	5584
62	5284
63	5224
64	5100
65	6797
66	6324
67	6324
68	6824
69	6144
70	6144
71	6144
72	5684
73	5324
74	6644
75	7784
76	6764
77	7484
78	7484
79	8384

Each owner, the Declarant and Pelican Reef Homeowners Association hereby specifically agree that this Covenant is intended to insure continued compliance with storm water runoff rules adopted by the State of North Carolina, and therefore, benefits may be enforced by the State of North Carolina. These Covenants are to run with the land and be binding on all persons and parties claiming under them. The Covenants pertaining to storm water may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Environmental Management. No lot owner is allowed to pipe or fill in any swell or ditch used to meet the storm water regulations, except for driveway culverts.

34. Judicial invalidation of one or more of the provisions hereof shall not adversely affect the remainder hereof which shall remain in full force and effect.

35. The Declarant, the Association, or any owner shall have the right to enforce these Restrictive Covenants, including all conditions, covenants, and restrictions contained herein.

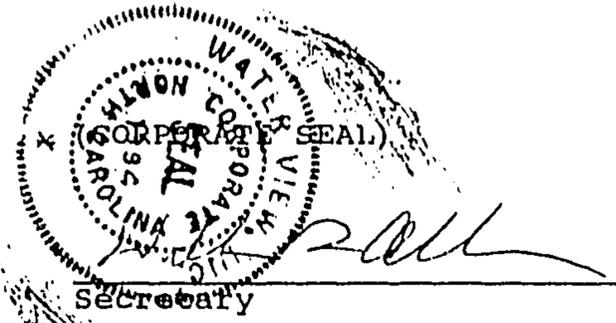
36. Enforcement of these Restrictions may be at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction herein contained. In the event of enforcement of the Restrictions at law or in equity and a violation hereof is judicially determined, then the violator shall be assessed with the costs of such action, including, without limitation, reasonable attorneys fees. The failure to enforce any right, reservation, restriction, or condition herein contained, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. In addition to remedies and damages arising by law and in equity, the Association is empowered to assess a reasonable fine to a lot owner or their lessee for violations of these Restrictive Covenants in an amount not to exceed Fifty and No/100 Dollars (\$50.00) per day.

C. THESE RESTRICTIONS RUN WITH THE LAND.

These Restrictive Covenants of Pelican Reef Subdivision are to run with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any of the property herein described 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 sixty-six percent (66%) majority of the then Owners, and signed by the Declarant or its successors or assigns, has been recorded agreeing to change said Declaration in whole or in part. These Restrictions may be amended from time to time by an instrument signed by a sixty-six percent (66%) majority of the then Owners, and upon approval of the Declarant or its successors or assigns.

BK 1046PG151

IN WITNESS WHEREOF, the Declarant has caused these Restrictive Covenants of Pelican Reef Subdivision to be duly executed this 5 day of May, 1995



WATER VIEW, INC.

By: [Signature]  
Donald J. Rhine, President

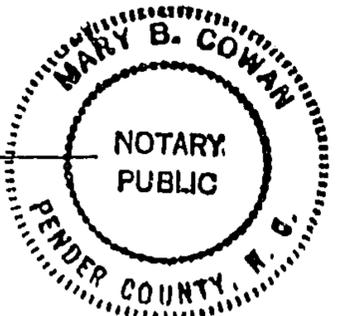
STATE OF NORTH CAROLINA

COUNTY OF Pender

I, a Notary Public of the County and State aforesaid, certify that Donald J. Rhine personally came before me this day and acknowledged that he is the President of Water View, Inc., a North Carolina corporation, and that by authority duly given and as the act and deed of the said corporation the foregoing instrument was signed in its name by him as its President, sealed with its corporate seal and attested by William G. Allen as its Secretary.

Witness my hand and seal this 5 day of May 1995, 1995.

Mary B. Cowan  
Notary Public



Commission expires: May 15, 1997  
A: COVENANTS

North Carolina - Pender County

The foregoing (or annexed) certificate of

Mary B. Cowan

is certified to be correct.

This 5 day of May, A.D. 1995

JOYCE M. SWANSON - Register of Deeds

By: [Signature]  
Deputy Assistant Register of Deeds

SCHEDULE A

BK 1046 PG 152

All that tract of land lying and being in Topsail Township, Pender County, North Carolina, and being shown on a map for Water View, Inc., as recorded in Map Book 29, Page 129, Records of Pender County, North Carolina.

Excepting that part of the above-described tract shown as Section One of Pelican Reef as recorded in Map Book 29, Page 129.