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STATE OF NORTH CAROLINA
COUNTY OF PENDER

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BK 1624 PG 078

JOYCE M. SWICEGOOD

DECLARATION OF RESTRICTIONS
PENDER COUNTY, NC
THE FOREST AT BELVEDERE PLANTATION

PHASE 5

THIS DECLARATION, made this the 19th day of September, 2000, by and between THE FOREST AT BELVEDERE, LLC (hereinafter called "Declarant"), and all persons, firms, entities or corporations hereinafter owning or acquiring property in the subdivision of THE FOREST AT BELVEDERE PLANTATION PHASE 5, as shown on a map recorded in the Registry of Pender County, North Carolina, in Map Book 33, at Page 122

WITNESSETH:

THAT WHEREAS, the Declarant desires to promote and preserve in the subdivision of THE FOREST AT BELVEDERE PLANTATION PHASE 5, a residential community of high standards; and

WHEREAS, Declarant is the owner of all the lots shown on the map of THE FOREST AT BELVEDERE PLANTATION PHASE 5.

NOW, THEREFORE, the Declarant hereby declares that the following restrictions shall apply to all lots shown on the map of THE FOREST AT BELVEDERE PLANTATION PHASE 5, and said restrictions shall be binding on all parties claiming by, through, or under the Declarant, and shall constitute covenants running with the land until June 1, 2025, at which time said Restrictions shall continue for an additional period of twenty-five (25) years, unless changed, altered or amended by a vote of the then owners of a majority of the number of lots in said subdivision.

Recorded and Verified
Joyce M. Swicegood
Register of Deeds
Pender County, NC

1. All lots shall be used for single family residential purposes only and no dwelling shall be erected on any lot other than one detached single family dwelling not to exceed two and one-half stories in height, and a one, two, or three car garage. No permitted garage shall be utilized for living quarters. No trailer, tent, mobile home, or other structure of a temporary character shall be placed on any lot. All buildings shall be of wood, stone, brick, brick veneer, stucco, masonite, or vinyl siding. Any other materials must be approved by Declarant.

2. No building shall be erected nearer to the front lot line, or side lot line, or rear lot line than the setback lines shown on the recorded map.

3. No dwelling erected on any of the lots shown on said map as aforesaid shall have less than 1450 square feet of enclosed dwelling area. The term "enclosed dwelling area" as used herein shall be the total finished/heated area within the dwelling; provided, however, that such term does not include garages, terraces, decks, porches and other unheated areas.

4. No lot shall be re-subdivided in such a manner as to create a re-subdivided lot or a portion of a lot having less than 6,000 square feet. Nothing shall prevent a redivision which shall increase the square footage of a lot used for the erection of a detached single family dwelling as hereinbefore defined.

5. No dwelling, building, fence or other above ground structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and improved in writing as to harmony of external design and location in relation to the surrounding structures and

topography by Declarant or by an architectural committee composed of three (3) representatives. In the event that the Declarant or the committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed to have been given. Neither the Declarant nor the committee shall be liable for violations of applicable governmental regulations or any covenants and restrictions relating to impervious rising from or resulting from defective plans or specifications.

The Declarant may elect to serve as the architectural committee so long as Declarant shall own any lot within the property subject to this Declaration.

6. No commercial trade or activity, or any noxious trade or activity whatsoever, shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to other lot owners. Unsightly, inoperative junk cars and like eyesores cannot be maintained on any lot or on any street in the subdivision either prior to or after the dwelling has been erected and any such automobiles may be removed by the Declarant at the lot owner's expense.

7. There shall not be placed or used on any lot any of the following structures: trailer, mobile home (including double-wide mobile home), tent, shack, garage apartment, barn, any other out building or any such structure of a permanent or temporary character.

8. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair, and in the event of destruction by fire or other casualty, premises are to be cleared and debris removed within ninety (90) days from date of such casualty.

9. No animals, other than domesticated dogs, cats or other household pets, may be kept or housed on any lot. No dogs, cats or other household pets may be kept, bred or maintained for any commercial purposes, nor may they be kept in such numbers or of such nature as to be or become a nuisance to adjoining property owners or any residents of the subdivision. Any housing or shelter constructed for said domesticated dogs or cats shall be screened with fencing (or otherwise) that shall be approved by Declarant or the architectural committee. Animals, when not housed, shall be on a leash at all times.

10. No lot area shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such materials may not be kept on any lots, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Upon completion of construction of a dwelling, and as a part of the construction, the owner thereof shall generally landscape his lot so as to be in keeping with the yards of his neighbors. The front yard areas of all dwellings shall be generally smoothed and sodded at all street fronts. There shall be no mass clearing or stripping of trees from any lot without the written consent of the Declarant or the architectural committee.

11. No fence shall be erected on any lot nearer the front property or lot line than the rear corners of the house erected on said lot, and all fences erected shall not exceed four (4) feet in height and shall be constructed of wood or "PVC" type composition. No fence or structure of any kind shall be placed within utility and drainage easements shown on the recorded map.

12. No boat, motor boat, camper, trailer, school bus, motor home, mobile home, truck rated over one (1) ton, or other vehicle similar to any of the same shall be permitted

to remain on any lot, or in any parking space on or adjacent to any lot, unless written permission for the same is first obtained from the Declarant or unless the same is properly stored in an enclosed area such that no part of such vehicle is visible to anyone from the streets and roads of said subdivision.

13. Any and all erosion from said lot occurring at the time of occupancy of any residence constructed on said lot must be stabilized and controlled as described hereinabove within sixty (60) days of occupancy of said residence by the owner of record.

14. No more than 3,300 square feet of any lot, including that portion of the right-of-way between the edge of pavement and the front lot line, shall be covered by impervious structures, including asphalt, gravel, concrete, brick, stone, slate or similar material, not including wood decking or the water surface of swimming pools. This covenant is intended to ensure continued compliance with the stormwater permit issued by the State of North Carolina. This covenant may not be changed or deleted without the consent of the State.

15. Declarant shall have no responsibility for maintaining any drainage easements located on any lot. All maintenance for all easements located on any lot shall be the responsibility of the owner of said lot, his successors and/or assigns. Within all utility and drainage easements no structure, planting or other material shall be placed or permitted to remain which may damage or interface with the installation or maintenance of utilities or which may change the direction or flow of drainage channels in the easements.

16. Motor vehicles without current and valid licenses and inspections shall not be permitted to remain on any lot or any streets within the subdivision. Motor vehicles utilized for commercial purposes shall not be permitted upon any lot or upon the streets within the

subdivision except during the construction of residential dwellings upon the various lots and for the delivery of goods and services to the residential dwellings upon completion.

17. No signs of any type or description shall be placed on or displayed within any residential lot or the improvements thereon except signs advertising the property as being for sale, which signs shall not exceed six (6) square feet in size.

18. Declarant shall have the right to grant franchises and easements for providing water service to the lots in the subdivision and when and if such franchises and easements are granted, water service shall be furnished only by the franchise or licensee of Declarant and no well of any kind shall be maintained or used for any purpose without the express consent of the community water company or other franchise.

19. It shall be the obligation of the owner of any lot or lots in the subdivision to provide, install and maintain adequate culvert or drain pipe beneath his or her driveway as it crosses the ditch line at the front of his or her lot in order that the natural flow of drainage will not be at any time blocked along the street. The culvert or drainage pipe must be of sufficient size to accommodate the flow of surface water in the ditch line. In no instance shall said drainage pipe be less than 15 inches in diameter. This pipe shall be installed prior to the construction of any dwelling on the lot.

20. Declarant reserves unto itself a perpetual, alienable and releasable easement and right, on over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, TV cable facility, gas, sewer, water or other public conveniences or utilities on, in and over the rear 10 feet of each lot, the front 10 feet of

each lot and 10 feet along one side of each lot and such other areas as are shown on the recorded map; provided further that Declarant may cut drainways for surface water wherever and whenever such action may appear to Declarant to be necessary in order to maintain reasonable standards of health, safety and maintenance of a neat and wholesome appearance. The easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonable necessary in the opinion of Declarant to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

Declarant further reserves itself and to its franchisee or licensee the right to locate wells, pumping stations, and tanks within residential areas, including any residential lot, so long as the exercising of this right does not materially affect the appearance of the residential lot involved. This reservation shall not be construed as imposing any obligation on Declarant to provide any utility or service.

Declarant shall have no responsibility for maintaining any drainage easements in connection with any lot sold. All maintenance shall be the responsibility of the purchaser of a lot, his heirs, successors and assigns. Within the easements shown on the recorded map, no structure, fencing, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities 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.

21. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any lot or lots in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenants and either prevent him or them from so doing or recover damages or other dues for such violation.

22. Invalidation of any one or more of these covenants by judgment or court order shall not be deemed to affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed in such a manner as to be binding.

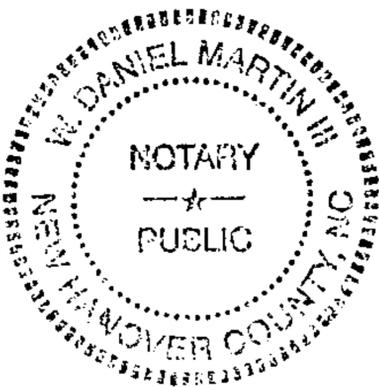
THE FOREST AT BELVEDERE, LLC (SEAL)

By: [Signature] (SEAL)
Scott H. Cook
Manager/Member

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

I, a Notary Public of the County and State aforesaid, certify that Scott H. Cook personally came before me this day and acknowledged that he is a Member/Manager of THE FOREST AT BELVEDERE, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its managing partners.

WITNESS my hand and official stamp or seal this the 9 day of September, 2000.



[Signature]
Notary Public

BK 1624 PG 086

My Commission Expires:

4/3/04

STATE OF NORTH CAROLINA
COUNTY OF PENDER

The foregoing Certificate(s) of W. Daniel Martin III
(is)(are) certified to be correct.

Recorded this 26 day of September, at 10:18 o'clock A.M. ²⁰⁰⁰

JOYCE M. SWICEGOOD

Angela Blake
Register of Deeds Deputy

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