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Biberstein

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FILED  
RESTRICTIVE COVENANTS  
FOR  
'95 SEP 20 <sup>PM 12 26</sup> PELICAN REEF SUBDIVISION, SECTION 2

THESE RESTRICTIVE COVENANTS OF PELICAN REEF SUBDIVISION, SECTION 2, are made this the L day of SEPTEMBER, 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, Section 2, hereinafter referred to as the "Section 2 Restrictions."

W I T N E S S E T H :

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

WHEREAS, Section 2 of Pelican Reef Subdivision is more particularly described by plat(s) thereof recorded in the following Plat Book(s) and Page(s), 30 - 76, as revised in Plat Book 30, Page 77 and 30 - 75, as revised in Plat Book 30, Page 78 in the Office of the Register of Deeds for Pender County to which reference is hereby made for a more complete description to which reference is made for designations of various property within Pelican Reef, Section 2 as either "Patio Unit Lots," "Conventional Lots," "other areas" (which are marked "need not be Common Area"), "Proposed Drain Field Area" and "Heron Pond Common Area;" and

WHEREAS, Section 1 of Pelican Reef Subdivision is more particularly described by plats thereof recorded in Plat Book 29, Page 129, in the Office of the Register of Deeds for Pender County; and

WHEREAS, Section 1 of Pelican Reef Subdivision is subject to the Restrictive Covenants of Pelican Reef Subdivision filed May 5, 1995, which are recorded in Book 1046 at Pages 134 through 152 of the Register of Deeds for Pender County; and

WHEREAS, pursuant to Provision A(2)(a) of the Restrictive Covenants of Pelican Reef Subdivision, Declarant has the right to include Section 2 within the Pelican Reef Subdivision and subject Pelican Reef, Section 2 to the Restrictive Covenants of Pelican Reef Subdivision; and

WHEREAS, the Bylaws of Pelican Reef Homeowners Association, Inc. were filed May 5, 1995 and are recorded of record in the Pender County Register of Deeds at Book 1046, Pages 155 through 169; and

WHEREAS, the Bylaws of Pelican Reef Homeowners Association, Inc. provide Declarant the ability to subject Section 2 to said Bylaws such that all owners of any Conventional Lots and/or Patio Unit Lots within Section 2 shall become members of Pelican Reef Homeowners Association, Inc. and subject to the rights, obligations and responsibilities of the Bylaws of Pelican Reef Homeowners Association, Inc.; and

WHEREAS, Pelican Reef, Section 2 contains certain Patio Unit Lots (which are shown on the plat recorded in the following Plat Book(s) and Page(s), 30 - 75, as revised in Plat Book 30, Page 78 in the Office of the Register of Deeds for Pender County, and contains Conventional Lots (which are shown on the plat recorded in the following Plat Book(s) and Page(s), 30 - 76, as revised in Plat Book 30, Page 79 in the Office of the Register of Deeds for Pender County and which shall hereinafter be referred to as "Conventional Lots"); and

WHEREAS, all Patio Unit Lots within Pelican Reef, Section 2 shall be subject to a separate homeowners association, namely, Heron Pond at Pelican Reef Homeowners Association, Inc., and additional easements and restrictive covenants, which are set forth in a

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

separate instrument entitled "Bylaws of Heron Pond at Pelican Reef Homeowners Association, Inc., Easements and Additional Restrictive Covenants for Heron Pond Patio Units," which has been filed and recorded in the following Book(s) and Page(s): 1078-300 in the Office of the Register of Deeds for Pender County; and

WHEREAS, all Conventional Lot owners in Pelican Reef, Section 2 shall not become members of the Heron Pond at Pelican Reef Homeowners Association, Inc. and are not subject to the "Bylaws of Heron Pond at Pelican Reef Homeowners Association, Inc., Easements and Additional Restrictive Covenants for Heron Pond Patio Units."

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, and, specifically, Pelican Reef, Section 2, are (except as is stated herein) made subject to those Restrictive Covenants of Pelican Reef Subdivision recorded at Book 1046, Pages 134 through 152, and the Bylaws of Pelican Reef Homeowners Association, Inc. recorded at Book 1046, Pages 155 through 169, of the Pender County Register of Deeds, and that such easements, restrictions, covenants and conditions shall burden and be appurtenant to and run with said Pelican Reef, Section 2 properties 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 in said Pelican Reef, Section 2 properties, or any part thereof, and shall inure to the benefit of each owner thereof and their respective heirs, successors and assigns.

#### ARTICLE I

##### PATIO UNITS ARE SUBJECT TO ADDITIONAL EASEMENTS, RESTRICTIONS AND A SEPARATE HOMEOWNERS ASSOCIATION

All Patio Unit Lots shall be subject to the "Bylaws of Heron Pond at Pelican Reef Homeowners Association, Inc., Easements and Additional Restrictive Covenants for Heron Pond Patio Units" and all Patio Unit Owners shall be members of Heron Pond at Pelican Reef Homeowners Association, Inc., in accordance with said Bylaws and Additional Restrictive Covenants, which document is 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 future owners thereof and that such easements, restrictions, covenants and conditions shall burden and be appurtenant to and run with said Patio Unit Lots. It being further understood that all Conventional Lots within Pelican Reef, Section 2 shall not be subject to the "Bylaws of Heron Pond at Pelican Reef Homeowners Association, Inc., Easements and Additional Restrictive Covenants for Heron Pond Patio Units," and the owners of Conventional Lots shall not be members of said Heron Pond at Pelican Reef Homeowners Association, Inc. and shall have no right, title or interest in Heron Pond Common Area.

#### ARTICLE II

##### DECLARANT MAY MODIFY DESIGNATIONS AND TRANSFER PROPERTY

The Declarant reserves the right, at its sole and absolute discretion (but only upon approval by the Pender County Planning Board and other appropriate governmental authorities), to modify the use of the Conventional Lots, Patio Unit Lots, "other areas" (which need not and may or may not be made Common Area of either Pelican Reef Homeowners Association, Inc. and/or Heron Pond at Pelican Reef Homeowners Association, Inc.) and Heron Pond Common Area within Pelican Reef, Section 2 such that some Lots now designated as Patio Unit Lots may be converted to Conventional Lots and vice versa and/or property now designated as Heron Pond Common Area may be converted into either Patio Unit Lots and/or Conventional Lots and/or Patio Unit Lots and/or Conventional Lots

may be converted into Heron Pond Common Area. The Declarant further reserves the right to develop one or more additional phases of Heron Pond at Pelican Reef and incorporate and subject the same to the Restrictive Covenants and the "Bylaws of Heron Pond at Pelican Reef Homeowners Association, Inc., Easements and Additional Restrictive Covenants for Heron Pond Patio Units." The Declarant further reserves the right to deed all or any portion of the "other areas" to either the Pelican Reef Homeowners Association, Inc, or Heron Pond at Pelican Reef Homeowners Association, Inc. as Common Area, with or without amenities constructed thereon or to any other person or entity as a conventional or Patio Unit Lot and/or add said "other areas" to an existing conventional lot(s) so as to increase the size thereof. The Declarant further reserves the right to deed all or any portion of the "Proposed Drain Field Area" to either the Pelican Reef Homeowners Association, Inc, or Heron Pond at Pelican Reef Homeowners Association, Inc. as Common Area or to other individuals as may be necessary, subject to the easements set forth in the "Bylaws of Heron Pond at Pelican Reef Homeowners Association, Inc., Easements and Additional Restrictive Covenants for Heron Pond Patio Units."

ARTICLE III

IMPERVIOUS COVERAGE

SECTION 1. CONVENTIONAL LOTS, OTHER AREAS AND PROPOSED DRAIN FIELD AREA

Each Owner (including all Owner/Builders), by acceptance of a deed for a Conventional Lot in Pelican Reef, Section 2, the Pelican Reef Homeowners Association, Inc., and Declarant agree that the total built upon area (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) for each Conventional Lot, "other area," and "Proposed Drain Field Area" located within Pelican Reef, Section 2 shall not exceed the following applicable square footage allocation:

<u>CONVENTIONAL LOT</u>	<u>APPLICABLE SQUARE FOOTAGE</u>
80	4,300
81	4,300
82	4,300
83	4,300
84	4,300
85	4,300
86	4,300
87	4,300
88	4,300
89	4,300
90	4,300
93	4,300
94	4,300
105	4,300
<u>OTHER AREAS</u>	<u>APPLICABLE SQUARE FOOTAGE</u>
91	14,400
92	14,400

PROPOSED DRAIN FIELD AREA

No impervious coverage is allowed on the proposed drain field area.

SECTION 2. PATIO UNITS AND HERON POND COMMON AREA

The total allowed built upon area (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) of all Patio Unit Lots and all property designated as Heron Pond Common Area shall not exceed a total of square footage of One Hundred Five thousand Seven Hundred Thirteen (105,713) square feet.

SECTION 3. RESTRICTIONS APPLICABLE ALL SECTION 2 PROPERTY

Each Owner (including all Owner/Builders), the Declarant, Pelican Reef Homeowners Association, Inc. and Heron Pond at Pelican Reef Homeowners Association, Inc. 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 Conventional Lot or Patio Unit Lot Owner nor any other person or entity is allowed to pipe or fill in any swell or ditch used to meet the storm water regulations, except for driveway culverts.

ARTICLE IV

MISCELLANEOUS ITEMS

SECTION 1. UNLESS MODIFIED, ALL PELICAN REEF RESTRICTIVE COVENANTS AND EASEMENTS SHALL APPLY

Pursuant to Paragraph A(2)(c) of the Restrictive Covenants of Pelican Reef Subdivision, Declarant makes the following modifications to the Restrictive Covenants of Pelican Reef Subdivision, which have been incorporated herein by reference as if fully set forth. Unless otherwise modified herein (as set forth above or below) or within the Bylaws of Heron Pond at Pelican Reef Homeowners Association, Inc., Easements and Additional Restrictive Covenants for Heron Pond Patio Units, said Restrictive Covenants of Pelican Reef Subdivision, including the provisions relating to the grant of utility and other easements to Declarant and the Pelican Reef Homeowners Association shall be fully binding on all properties within Pelican Reef, Section, 2 and are hereby granted and reserved.

SECTION 2. HERON POND COMMON PROPERTY

All Heron Pond Common Property shall be the common property of Heron Pond at Pelican Reef Homeowners Association, Inc. and no other lot owners nor the Pelican Reef Homeowners Association, Inc. shall have any interest therein. Heron Pond at Pelican Reef Homeowners Association, Inc. shall have sole maintenance responsibility to said Heron Pond Common Properties.

SECTION 3. TREE REMOVAL

Paragraph B(4) of the Restrictive Covenants of Pelican Reef Subdivision shall not apply to Patio Unit Lots, Heron Pond Common Area, "other areas" and the "Proposed Drain Field Area" as described herein. Instead, any tree removal activities on these properties must be approved by the Declarant or its assigns.

SECTION 4. PRIVATE DRIVEWAYS

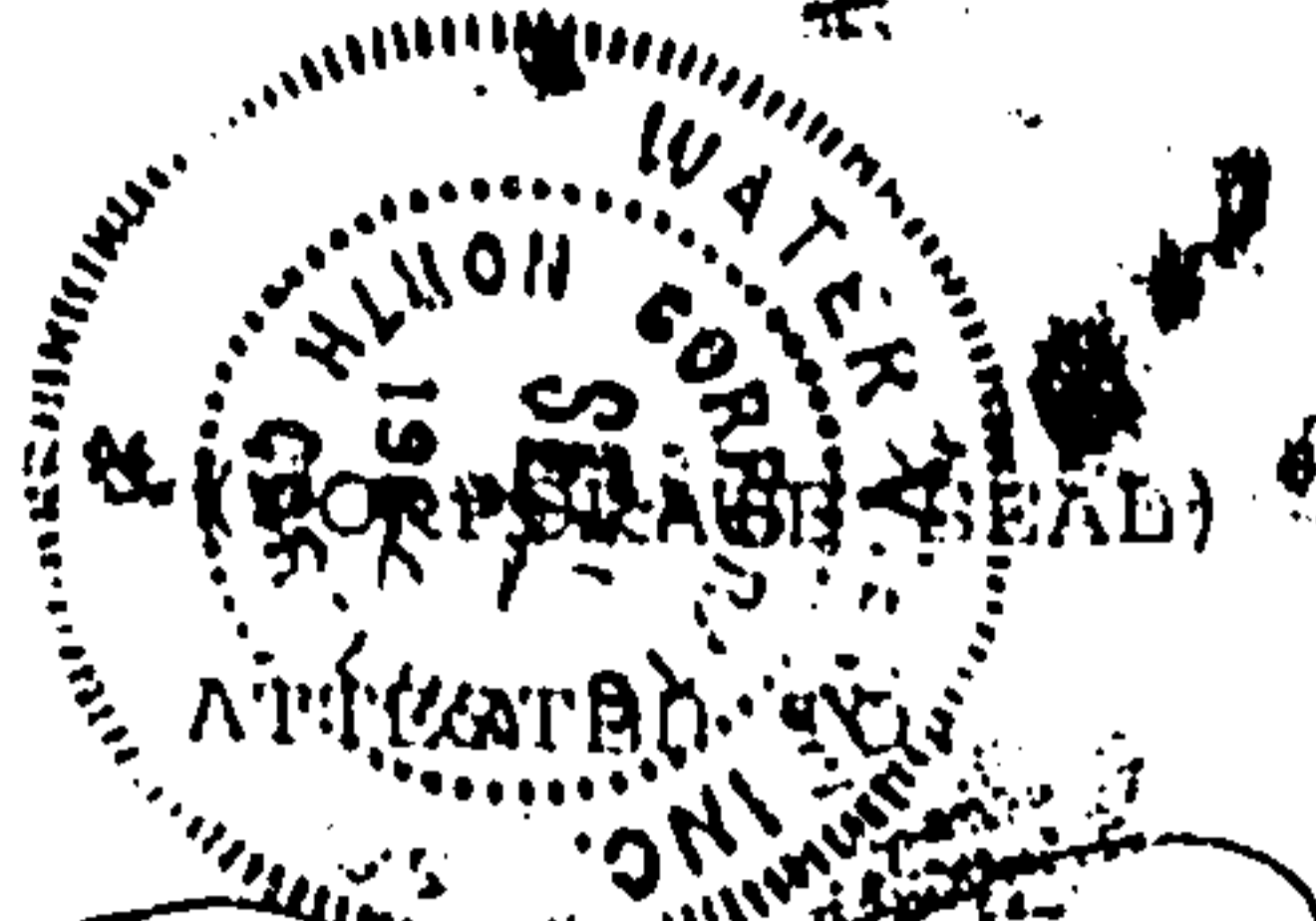
Paragraph B(7) of the Restrictive Covenants of Pelican Reef Subdivision shall not apply to Patio Unit Lots. All driveways to Patio Units shall be constructed by a "Owner/Builder" and shall be maintained by the Heron Pond at Pelican Reef Homeowners Association, Inc. and must be constructed of material and in a manner acceptable to Declarant or its assigns.

SECTION 5. WATER

Paragraph B(13) shall not apply to Patio Units.

IN WITNESS WHEREOF, Declarant has caused these Restrictive Covenants of Pelican Reef Subdivision, Section 2, to be duly executed this the 1 day of Sept, 1995.

WATER VIEW, INC.



By: Donald J. Rhine  
Donald J. Rhine, President

Donald J. Rhine  
Secretary

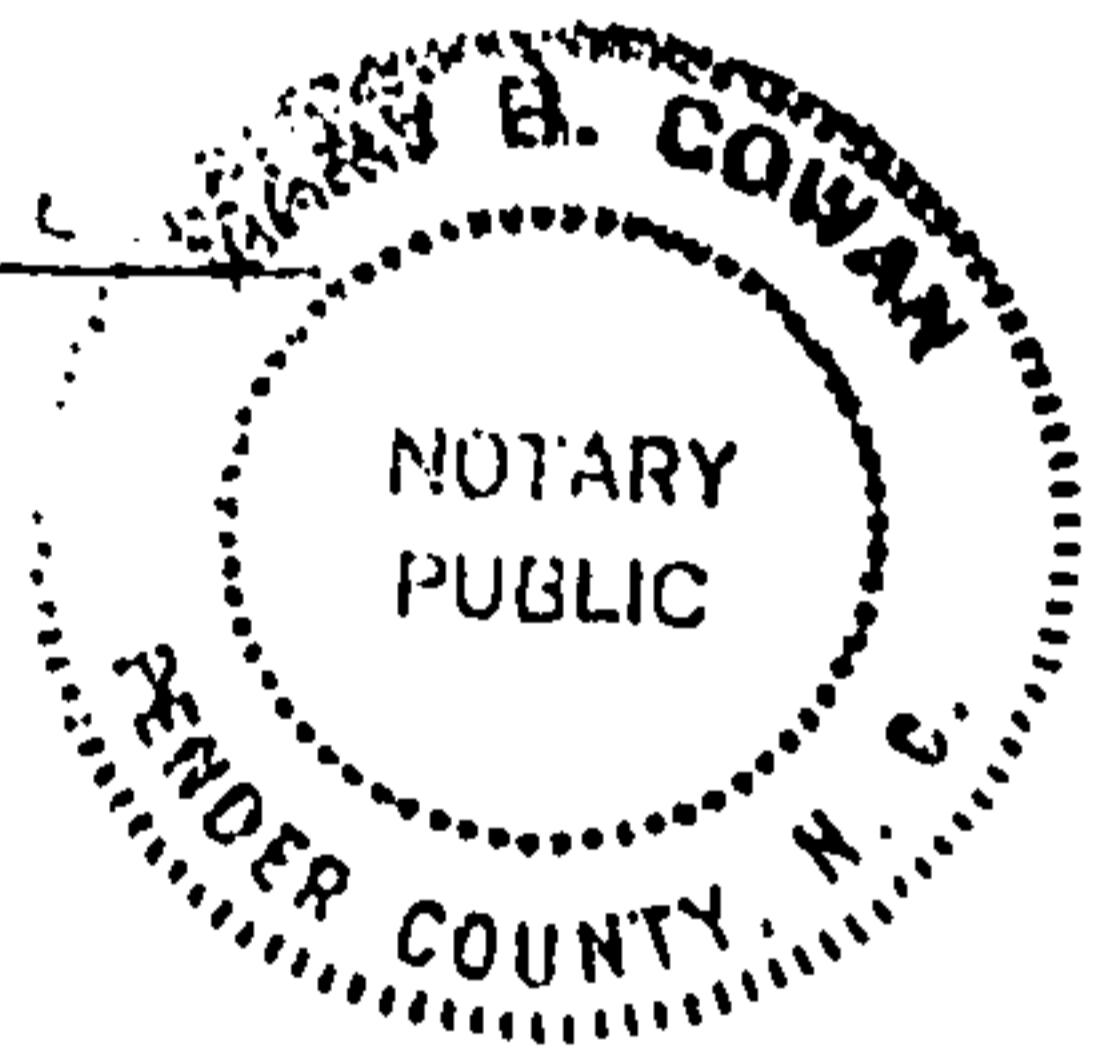
STATE OF NORTH CAROLINA  
COUNTY OF Wade

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 \_\_\_\_\_ as its Secretary.

Witness my hand and seal this 1 day of September, 1995.

Mary B. Cowan  
Notary Public

Commission expires: May 15, 2000



1: A B R A P E L I C A N R E E F R E S T R I C T I O N

North Carolina - Pender County  
The foregoing (or annexed) certificate of  
Mary B. Cowan  
\_\_\_\_\_ is certified to be correct.  
This 20 day of Sept, A.D. 1995

HYGE M. SWICEGOOD - Register of Deeds  
Jerry R. James  
\_\_\_\_\_ of Deeds