

STATE OF NORTH CAROLINA

COUNTY OF PENDER

RESTRICTIVE COVENANTS  
FOR  
HARBOUR VILLAGE SUBDIVISION, SECTION 2

THESE RESTRICTIVE COVENANTS OF HARBOUR VILLAGE SUBDIVISION, SECTION 2 are made this the \_\_\_ day of May, 2001 by Pender Land Holdings, 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 Harbour Village Subdivision, Section 2, hereinafter referred to as the "Section 2 Restrictions."

WITNESSETH:

Whereas, Declarant is the owner of certain property in Pender County, North Carolina known as Harbour Village Subdivision; and

Whereas, Section 2 of Harbour Village Subdivision is more particularly described by map(s) thereof recorded in Map Book \_\_\_ at Page \_\_\_ of the Pender County Registry, to which map reference is hereby made for a more particular description; and

Whereas, Harbour Village Subdivision is subject to the Restrictive Covenants of Harbour Village Subdivision recorded in Book 1391 at Page 001 of the Pender County Registry; and

Whereas, pursuant to the provisions of Paragraph A(2)(a) of the Restrictive Covenants of Harbour Village Subdivision, Declarant has the right to include Section 2 within Harbour Village Subdivision and subject Harbour Village Subdivision, Section 2 to the Restrictive Covenants of Harbour Village Subdivision; and

Whereas, the Bylaws of Harbour Village Section I HOA, Inc. are recorded in Book 1391 at Page 021 of the Pender County Registry; and

Whereas, the Bylaws of Harbour Village Section I HOA, Inc. provide the Declarant the ability to subject Harbour Village Subdivision, Section 2 to said Bylaws such that all owners of any Lots within Section 2 shall become members of Harbour Village Section I HOA, Inc. and subject to the rights, obligations, and responsibilities of the Bylaws of Harbour Village Section I HOA, Inc.

W. JAMES BRANDON  
ATTORNEY AT LAW  
HAMPSTEAD VILLAGE  
POST OFFICE BOX 40  
HAMPSTEAD, NC 28443

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 The Covenants pertaining to storm water may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Environmental Management.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. For curb and gutter projects, no one may pipe, fill in, or alter any lot line swell used to meet North Carolina Stormwater Management Permit requirements.

#### ARTICLE III STRUCTURES

Only one single family residential structure shall be allowed on any lot, which structure may include an attached garage; no detached building or structure of any type such as garage, shed, gazebo, etc. shall be allowed.

#### ARTICLE IV LANDSCAPE EASEMENT

The Declarant, for itself and the Association, reserves a landscape and maintenance easement twenty feet in width adjoining the roads on Lots 18, 19, 20, 21 and 22 as said 20 foot easement is shown on said map recorded in Map Book \_\_\_ at Page \_\_\_ of the Pender County Registry, to which map reference is hereby made for a more particular description of said easement. No road, walkway, or path of any type shall be permitted on the easement area. The Declarant shall be responsible for the initial planting of the easement area and thereafter the Association shall be responsible for the routine maintenance and replanting as required of the easement area.

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