

**SUPPLEMENTAL RESTRICTIVE COVENANTS FOR
HARBOUR VILLAGE SUBDIVISION
ADDITION OF SECTION 3**

STATE OF NORTH CAROLINA

COUNTY OF PENDER

THESE RESTRICTIVE COVENANTS OF HARBOUR VILLAGE SUBDIVISION, SECTION 3 are made this the 29th day of June, 2006 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 3, hereinafter referred to as the "Section 3 Restrictions."

WITNESSETH:

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

Whereas, Section 3 of Harbour Village Subdivision is more particularly described by map(s) thereof recorded in Map Book 42 at Page 17 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 as supplemented in Book 2313 at Page 78 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 3 within Harbour Village Subdivision and subject Harbour Village Subdivision, Section 3 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 3 to said Bylaws such that all owners of any Lots within Section 3 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.

Now Therefore, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that:

ARTICLE I
HARBOUR VILLAGE SUBDIVISION, SECTION 3
IS SUBJECT TO HARBOUR VILLAGE SUBDIVISION
RESTRICTIVE COVENANTS AND BYLAWS

All of the property described herein, and specifically Harbour Village Subdivision, Section 3, is made subject to the Restrictive Covenants of Harbour Village Subdivision recorded in Book 1391 at Page 001 as supplemented in Book 2313 at Page 78, and the Bylaws of Harbour Village Section I HOA, Inc. recorded in Book 1391 at Page 021 of the Pender County Registry, and that such easements, restrictions, covenants and conditions shall burden and be appurtenant to and run with said Harbour Village Subdivision, Section 3 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 Harbour Village Subdivision, Section 3, or any part thereof, and shall inure to the benefit of each owner thereof and their respective heirs, successors and assigns.

ARTICLE II
IMPERVIOUS COVERAGE

Each owner, by acceptance of a deed for a lot in Section 3, the Harbour Village Section I HOA, Inc. and the Declarant agree that the total built upon area for each lot, as defined in Paragraph (f) hereinbelow, shall not exceed the following applicable square footage allocation:

<u>AREA DESIGNATION</u>	<u>APPLICABLE SQUARE FOOTAGE</u>
Section 3 Lots:	
Lot 27	4,800 square feet
Lot 28	4,800 square feet
Lot 29	4,800 square feet
Lot 30	4,800 square feet
Future Reserve	23,131 square feet

Each owner, the Declarant and the 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.

The Future Reserve Area, as defined hereinabove, is included in the provisions of this paragraph to establish the total built upon area for the properties. At the present time, the Future Reserve Area is not subjected to any other covenants, conditions and restrictions set forth in this document; however, at a later time, it may be subjected to the other covenants, conditions and restrictions of this document pursuant to the provisions contained in Paragraph 2 of the Restrictive Covenants of Harbour Village Subdivision recorded in Book 1391 at Page 1 of the Pender County Registry. Further, Declarant reserves the right to use the said Future Reserve Area for commercial purposes of any type.

Further, the following covenants are intended to ensure ongoing compliance with the State Stormwater Management Permit Number SW8-970507 as issued by the Division of Water Quality under NCAC 2H.1000:

- a) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
- b) The following covenants are to run with the land and be binding on all persons and parties claiming under them.
- c) These covenants are to run with the land and be binding on all persons and parties claiming under them.
- d) The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
- e) Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.
- f) The maximum allowable built-upon area per lot is 4,800 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, pavement, asphalt, concrete, gravel, brick, stone, slate and coquino, walkways, or patios of brick, stone, or slate, but does not include raised, open wood decking, or the water surface of swimming pools.
- g) Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons. Driveways must be piped in such a manner so as to not impede flow.
- h) Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.
- i) All roof drains shall terminate at least 30' from the mean high water mark of surface waters.
- j) In case of a lot within CAMA's regulated AEC, where the

Division of Coastal Management calculates a different maximum allowable built-upon area for that lot than is shown herein, the governing maximum built-upon area for that lot shall be the most restrictive of the two.

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.

[Remainder of page except for signature intentionally left blank]

In Testimony Whereof, PENDER LAND HOLDINGS, INC., a North Carolina Corporation, has caused this instrument to be signed in its corporate name by its duly authorized officer by authority of its Board of Directors, the day and year first above written.

PENDER LAND HOLDINGS, INC.,
a North Carolina Corporation

By: T. Eugene Smith
T. Eugene Smith, President

Notary
Seal-Stamp

State of North Carolina, County of Pender
I, _____, certify that T. Eugene
Smith personally came before me this day and
acknowledged that he is the President of Pender Land
Holdings, Inc., a corporation, and that he, as
President, being authorized to do so, executed the
foregoing on behalf of the corporation.
Witness my hand and official stamp or seal, this the
____ day of _____, 2006.
My Commission Expires:

Notary Public