

**RESTRICTIVE COVENANTS
FOR
PELICAN REEF SUBDIVISION, SECTION 12**

THESE RESTRICTIVE COVENANTS OF PELICAN REEF SUBDIVISION, SECTION 12, are made this the ~~4th~~ day of ~~November~~, 2004 by Water View, Inc. and Pelican Reef Development, L.L.C., hereinafter Pelican Reef Development, L.L.C. shall be 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 12, hereinafter referred to as the "Section 12 Restrictions."

WITNESSETH:

WHEREAS, Water View, Inc. is the developer of Sections 1-11 inclusive of Pelican Reef subdivision; and

WHEREAS, Declarant is the owner of certain property in Pender County, North Carolina known as Pelican Reef Subdivision Section 12; and

WHEREAS, Section 12 of Pelican Reef Subdivision is more particularly described by plat(s) thereof recorded in the following as 40 acres, Plat Book(s) 383 and Page(s) 356 in the Office of the Register of Deeds for Pender County described as Tract 6 of RJ Andrews Division, Map Book 1, Page 89, Pender County Registry (Property) to which reference is hereby made for a more complete description; and

WHEREAS, the 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 12 within the Pelican Reef Subdivision and subject Pelican Reef, Section 12 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 Water View, Inc. with the ability to subject Section 12 to said Bylaws such that all owners of any Lots within Section 12 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.;

WHEREAS, Water View, Inc. and Declarant have entered into an Agreement for Annexation that grants to Declarant certain rights and subjects all of the aforementioned Pelican Reef Subdivision Section 12 to the master plan of development controlling Pelican Reef;

WHEREAS, Water View, Inc. executes this document for the sole purpose of clarifying the entitlement and desire to incorporate Section 12 into the Pelican Reef Subdivision;

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

ARTICLE I

SECTION 12 IS SUBJECT TO PELICAN REEF
RESTRICTIVE COVENANTS AND BYLAWS

All of the property described herein, and, specifically, Pelican Reef, Section 12, are 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 12 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 12 properties, 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 (including all Owner/Builders), by acceptance of a deed for a Conventional Lot in Pelican Reef, Section 12, 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 Lot located within Pelican Reef, Section 12 shall not exceed the following applicable square footage allocation:

<u>CONVENTIONAL LOT</u>	<u>APPLICABLE SQUARE FOOTAGE</u>
177	4,300
1	4,800
2	4,500
3	4,500
5	4,500
6	4,500
7	4,200
8	5,000
9	4,800
10	4,500
11	4,500
12	4,500
13	4,500
14	4,500
15	6,000
16	5,000
17	5,000
19	5,000
20	4,500
21	4,500
22	4,500
23	4,500
24	4,800
26	5,000
27	4,300
28	4,300
29	4,500
30	4,500
31	4,800
32	4,800

33	4,200
34	4,500
35	4,300
36	4,500
37	4,500
38	4,300
39	6,000
40	5,500
4	6,000

TOTAL: 183,400

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 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. Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters. All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

ARTICLE III

EASEMENTS

By reason of the possible need to obtain water and/or septic from another lot, Declarant hereby reserves the right to grant in the individual deeds, an easement over and through all roads and common areas for the purposes of using the some or all of a water and/or septic area to be located at a area to be later designated by the Declarant. Although Declarant has previously reserved the right to use common areas for these purposes and make these and other similar easements and/or has granted the same, Declarant reiterates this right and expressly designates and grants this easement.

IN WITNESS WHEREOF, Declarant has caused these Restrictive Covenants of Pelican Reef Subdivision, Section 12, to be duly executed this the 4th day of November, 2004.

PELICAN REEF DEVELOPMENT, L.L.C.

By: *Donald J. Rhine* (SEAL)
 Donald J. Rhine, Manager

NORTH CAROLINA
 COUNTY OF NEW HANOVER

I, Cristina K. Gorena, 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 Manager of Pelican Reef Development, L.L.C., 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 4th day of November, 2004.

Commission expires: 4/17/2008

Cristina K. Gorena
 Notary Public

