

KNOW ALL MEN BY THESE PRESENTS THAT:

OMNI HOMES, INC., a North Carolina Corporation, (herein called the Developer) is the Owner and Developer of that certain tract and land located in Harnett Township, New Hanover County, North Carolina, conveyed to the Owner by Deed recorded in Deed Book 2011 at Page 1107, in the Office of the Register of Deeds of New Hanover County, North Carolina, and part of which is known as BELMAR FOREST, the map of which is recorded in Map Book 36 at Page 315 & 316 in the New Hanover County Register of Deeds; and

WHEREAS, the Developer desires to establish a uniform plan for the development of the lands above described, to insure the peaceful enjoyment, health and welfare of its residents, and to provide for the economic opportunity and stability of the neighborhood.

NOW, THEREFORE, the Developer does hereby declare that the following Covenants, Conditions and Restrictions shall apply to the lots as shown on the recorded map referenced above, and shall constitute covenants running with the land, and all parts thereof, and that the use and ownership of such lots within the Subdivision shall comply with these covenants, restrictions and conditions and shall be binding upon all lot owners, their heirs, successors and assigns and upon all parties claiming by, through or under the Developer and all subsequent owners.

1. Residential Use.

000022 A. All lots shall be used exclusively for single family residential purposes. No structure of a temporary nature or trailer used as a dwelling shall be permitted on any lot either temporarily or permanently.

B. No more than one residential building may be located on a lot. A garage may be constructed as an accessory building to a dwelling in the rear yard of a residential lot, provided that the type and quality of construction of such accessory building is compatible with that required for the residential buildings. No garage or similar accessory building may be constructed before construction of the residential building is begun, and no such garage or accessory building shall be occupied as a residence. No dwellings or accessory buildings shall exceed two stories in height.

2. Restriction on Impervious Area.

No more than 4,371 square feet, inclusive of street right-of-way, of any lot in the Subdivision shall be covered by structures

Return to ALLEN and MacDONALD
217 N. 5th St., Wilmington, NC

and/or paved surfaces, including walkways, driveways or patios all of which constitute effective impervious cover controlled by North Carolina Storm water regulations promulgated pursuant to Article 21, Chapter 143 of the North Carolina General Statutes. The Developer reserves the absolute right to recalculate the maximum allowable built-upon area for each lot if required by North Carolina Coastal Storm Water Regulations. This covenant is intended to insure continued compliance with the storm water run-off rules adopted by the State of North Carolina, and therefore, compliance may be enforced by the State of North Carolina.

3. Dwelling Area and Parking.

A. No dwelling shall be constructed having heated living area of less than 1,650 square feet. Porches and attached carports or garages shall not be included in the computation of heated living area.

B. Not less than two off-street parking spaces must be provided for each dwelling unit on a lot. Off-street parking shall be connected to a street adjacent to one or more of the lot's boundary lines by a driveway having sufficient strength and diameter to accommodate the weight of motor vehicles and to accommodate the flow of surface water without its being impounded to the damage or annoyance of any other lots in the Subdivision.

4. Building Set-Back Requirements.

Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback liens are established by these Restrictions. In order to assure, however, that the foregoing considerations are given maximum effect, Developer reserves the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot and a plot plan shall be furnished for approval before construction begins. In any event, no house shall be erected closer to the front lot line or nearer to any side line than the maximum distances established by applicable New Hanover County Ordinances.

5. Prior Approval of Constructed Plans.

A. No dwelling or accessory structure shall be constructed or placed upon a lot without prior approval of the Developer of the following: site plan; off-street parking; architectural design; square footage of heated living or commercial space; foundation; and type of exterior surface materials.

B. All structures erected on any lots in the Subdivision shall be built of new materials (except that old brick may be used). All exposed surfaces of exterior walls and gables shall consist of wood (painted or stained), brick, stone, stucco, asbestos shingles (or its modern equivalent), or manufactured wood, metal or vinyl siding. Concrete or block or exposed surfaces of exterior walls or foundations are not permitted unless covered by a veneer, stucco or brick.

C. All structures which are not heated and cooled by electricity shall have fuel storage tanks located in such a manner as to be concealed from view.

D. The roof on each residence and any other buildings which may be permitted on any lot must have a minimum pitch of 6/12 unless written permission to vary therefrom is first obtained from the Developer. all shingles shall be earth tones, such as browns, grays and blacks. Constructions, plans and site location for any

storage building or other building must be approved by Developer in writing prior to construction and must conform in paint color, building style and other matters to the residence.

E. No house trailer, mobile home, travel trailer or other recreational vehicle, tent, shack or temporary structure of any nature shall be located on any lot or used at any time as a residence, temporarily or permanently, nor may any modular and prefabricated homes and previously constructed houses be erected or placed on any lot, without the express written consent of the Developer.

6. COMPLETION OF CONSTRUCTION.

Once construction of a house begins on a lot, said construction must be completed within 12 months of the commencement date. Provided, the Developer or its successor or assigns for good cause shown shall extend the time for the completion of house provided said consent shall be given in writing. In the event that any lot owner shall not complete the construction of the house within 1 year from commencement said owner shall pay an assessment of \$50.00 per day for the period in excess of one year until said house is complete. Said assessment shall be paid to the Developer if the developer retains ownership of 25% or more of the lots in Belmar Forest otherwise it will be paid over to the Homeowner Association.

7. Reserved Easements.

A. An easement 12 feet in width around the perimeter on the boundary line of each lot in the Subdivision is reserved by the Developer for the location of drainage facilities or utility lines as the same may be needed, now or in the future, for the betterment of the Subdivision, or for the necessary use and benefit of one or more lots in the Subdivision. The Developer shall have no responsibility for maintaining drainage easements in connection with any lots sold. All maintenance shall be the responsibility of the lot owner, his heirs, successors and assigns, within said easements. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of 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.

B. In certain instances, conservation areas or greenways, or vegetated buffers may be conveyed with lot to Owner. Such areas are for conservation purposes and, as such, not for owners' private use. These areas are to remain entirely natural. No fences or structures of any type may be erected in said areas and no undergrowth or any type of vegetation may be removed.

8. Subdivision of Lots.

The Developer reserves the right to re-subdivide one or more lots owned by him when necessary to correct errors of survey; to increase the square footage area of a lot, or to comply with requirements of local or state land use laws, ordinances or regulations. Otherwise, no lot may be re-subdivided by its owner, except that a lot may be divided into portions by conveyance to adjoining lot owners, and thereafter such portions become an inseparable part of the adjoining owner's lot. Each of the resulting lots so combined shall then become one lot for the purpose of this Declaration.

9. Water and Sewage.

A. All water to be used in said Subdivision for any purpose

whatsoever shall be obtained from a County Water System, unless other sources are approved by the City or County Board of Health and the Owner or the Community Water System, or their successors, or the Developer. An eight (8) foot radius from each water meter shall be an easement for maintenance and repair of such meter.

B. Lot owners may, however, with the Developer's consent, drill shallow wells for irrigation purposes and for non-domestic use provided said wells and pumps are located so as not to be visible from the streets and are properly enclosed and landscaped.

C. Sewage disposal shall be only by tapping onto the County of New Hanover Sewer System or other suitable system, except as to those lots that may be expressly exempted herefrom by the Developer. Each lot in said Subdivision is further subjected to a sewer maintenance and utility easement across the front 12 feet of each said lot.

10. Lot use and Maintenance.

A. Each lot owner shall at all times keep and maintain his lot in a clean, well kept condition, free from debris and trash. Each lot owner shall remove all construction debris and plant and cultivate grass in the yards and shrubbery along foundations of such structures within a reasonable time after construction is finished. Upon a lot Owner's failure to collect and dispose of such trash within fifteen (15) days after receipt of a written notice from Developer, Developer may collect and dispose of such rubbish and trash at the lot owner's expense.

B. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept condition of buildings or grounds on such lot which would tend to decrease the beauty of the neighborhood as a whole or the specified area.

C. The owner of each lot shall keep the lot mowed regularly, including that area from the lot line to the edge of the paved street and clear of any unsightly objects. In the event that the owner of any lot within the said Subdivision breaches this restriction, the Developer reserves the right to enter upon the said lot and mow the grass, clean up the lot and remove unsightly structures and objects at the property owner's expense.

D. No noxious, offensive or unlawful activity or condition shall be permitted to exist on any lot, nor shall anything be done on a lot which is, or may become, a nuisance to the community or to an adjoining lot owner. No hazardous substances or materials shall be used, stored, spilled or emptied upon any lot except as permitted by applicable local, State or Federal law, ordinance or regulation.

E. No fowl, livestock or farm animals may be maintained on any lot, except customary household pets. Provided, however, that no customary household pets shall be maintained in such numbers as to constitute a nuisance or annoyance to other lot owners, or for a commercial purpose. All such household pets must be contained within an area on their owner's lot, and the grounds within which they are kept shall be regularly well cared for, maintained and cleaned as necessary to avoid the attraction of flies or other insects, odor, sickness, or nuisance to other lot owners within the Subdivision. Said household pets are allowed subject to city and/or county ordinances and leash laws.

F. No quantities of salvaged construction or other materials, shall be stored or kept on any lot.

G. No inoperable, junked or abandoned motor vehicle or vehicle without current registration and insurance, and no large vehicle or tractor trailers will be permitted on the premises. The Developer shall have the right to have all such vehicles towed at

the Owners expense. ²¹⁵³ No bus, van, ⁰⁹⁴⁰ school bus, or vehicle larger than 3/4 ton shall be parked, stored or kept in the Subdivision. Boats shall be kept inside a storage building or in the back yard not visible from the street or unsightly to lot directly behind it.

H. No more than two cords of firewood at any residence that can be seen from street.

I. Each lot in the Subdivision shall have only one (1) mailbox and one (1) paper box to be mounted on a single post, and all such boxes shall be as approved by Developer. Such mailboxes or paper boxes may be provided by the Developer. Any boxes provided by the Developer shall be considered an improvement and must remain with the lot. Owners shall maintain all such boxes so as to be neat and attractive in appearance.

J. No clothesline shall permitted except portable clothes tree stands which shall not be visible from the street.

K. All light bulbs and other lights installed in any fixture located on the exterior of any building or any lot shall be clear, white, non-frost lights or yellow bug bulbs.

L. No television satellite signal receiving dishes will be permitted on any lot and no outside radio or television antennas shall be erected on any lot or dwelling unit within the properties unless and until permission for the same has been granted by the Developer.

M. No chain link fence shall be erected nor shall other types of fences be erected or hedge grown on any lot unless written approval thereof has first been obtained from Developer. If any fence is approved by the Developer and if said fence or fences face or are parallel to the street they shall be of wood construction. In any event, no fence and no hedge shall be permitted nearer the front lot line than the rear corners of the house constructed on said lot unless approved by the Developer. No garden shall be permitted nearer the front lot line than fifteen (15) feet back of the back corner of the house. On lots having buffer fences installed by the Developer, the Owner shall be responsible to inspect and maintain the fence in its original condition unless the responsibility of maintenance of the fence is given to another entity in writing by the Developer.

N. No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot subject to these Restrictions, except that one sign of not more than five square feet in area may be used to advertise complete dwelling for sale. No "For Sale" signs are allowed on any unimproved lot. This covenant shall not apply to signs erected by the Owner, Developer used to identify and advertise the Subdivision as a whole, or by a contractor for an item of work being performed on a given lot.

11. Additional Development.

A. The Developer reserves the right to annex other sections or phases to Belmar Forest Subdivision without the consent of lot owners, and does covenant that such additional sections or phases shall be subjected to one or more Declarations not incompatible with this Declaration or the general purposes stated herein.

B. The Developer is not liable and makes no representation as to the development of any other phase or section except the phase or section covered by these Restrictions. Developer may make changes in future sections of the Development not subject to these Restrictions, including but not limited to changes in design, type of structures, restrictions or character of section. All maps, brochures and plans are purely for planning and illustration purposes and are not to be relied upon as any promise or covenant

of whatsoever kind or nature. Developer shall be obligated for and any Owner shall solely rely on the plans, plats, and restrictions that are recorded for the section herein described.

12. Assignment of Development Rights.

If the Developer should transfer or assign title to the Subdivision, or if the Developer shall be succeeded by another in the development of the Subdivision, voluntarily or involuntarily, then such transferee, assignee or successor in the title shall be vested with the several rights, powers, privileges, liabilities and duties given or reserved to the Developer in this Declaration.

13. Enforcement of Covenants.

A. In the event of violation of any of these Covenants, Conditions or Restrictions the Developer, (even if the Developer has sold all lots and is no longer a property owner in the Subdivision), or any owner of property within the Subdivision shall have the right to proceed in court against such violator, at law or equity, to compel compliance with the terms of this Declaration or to prevent a violation or breach of the terms of this Declaration. The failure to enforce any covenant, condition or restriction in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same violation or breach, or as to a violation or breach occurring before or after such failure to enforce, and shall not bar or affect the enforcement of such covenant, condition or restriction.

B. Invalidation of any one of these covenants by judgments or court order shall in no way affect any of the other covenants herein, which shall remain in full force and effect.

14. Additional Covenants.

The Developer may include in any contract or deed, or both, for the sale and conveyance of a lot in the Subdivision, one or more covenants, conditions and restrictions not contained in this Declaration, provided that such provision is not inconsistent with this Declaration and its stated intent and does not lower the standards of the Subdivision.

15. Binding Effect and Duration of Covenants.

All Covenants, Conditions and Restrictions of this Declaration shall run with the land and shall be binding upon all persons acquiring an interest in any real property located within the Subdivision, including, but not limited to, the successors and assigns of the Developer, if any, for a period of 20 years from the date hereof, and after expiration of that time shall be automatically extended for additional successive periods of 5 years, unless a majority of the then lot owners (not including mortgagees or trustees and beneficiaries in secured loan transactions) in the Subdivision agree in writing to amend or to rescind one or more of these Covenants, Conditions and Restrictions and a written memorandum thereof, signed by all lot owners voting affirmatively, and specifically setting forth the changes to this Declaration, is recorded in the Office of the Register of Deeds of New Hanover County, North Carolina.

16. Discretionary Street Lighting.

The Developer reserves the right (but is not obligated) to subject the land within part or all of the Subdivision to a contract with the electric utility company furnishing electric power to the Subdivision for the installation of street lighting which will require a continuing monthly payment to that utility company by each residential customer in the Subdivision. By the acceptance of the title to a lot within the Subdivision which is

subject to this provision for street lighting, the lot owner covenants and agrees to pay all pro-rata electric utility charges for street lighting as billed by the utility company. PAGE

17. Homeowners' Association. 2153 0942

A. Subdivision streets have been constructed in accordance with engineering standards required by the North Carolina Department of Transportation and the New Hanover County Subdivision Ordinance. Maintenance of the Subdivision streets will be the responsibility of the Developer within the Subdivision until such time as North Carolina Department of Transportation takes them over.

B. The Subdivision has been developed with engineered storm water controls to comply with the North Carolina Watershed Management and Protection Program. Maintenance of the engineered storm water controls will be the responsibility of all lot owners within the Subdivision. This will include ditches within the Subdivision.

C. The developer has organized an association of lot owners as a non-profit corporation known as Belmar Forest Owners' Association which shall be the entity that owns the storm water controls and which will be the entity responsible for maintenance of these facilities, including ditches.

D. By accepting a deed for a lot in the Subdivision, each lot owner thereby agrees that (i) he is a member of Belmar Forest Owners' Association, (ii) he is obligated to pay assessments for maintenance of the Subdivision facilities and (iii) he is subject to the by-laws of the association and its duly adopted rules and regulations.

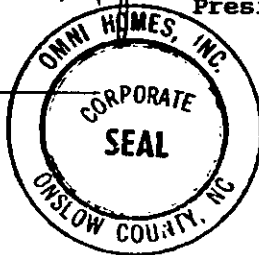
IN WITNESS WHEREOF, this Declaration has been executed by Developer, as of this the 25th day of February, 1997.

OMNI HOMES, INC.

BY: [Signature]
President

ATTEST:

[Signature]
Assistant Secretary



ADMITTED TO RECORD
18th DAY OF MARCH, 1997
AT 10:15 A.M.
MARY SUE OOTS
REGISTER OF DEEDS
NEW HANOVER COUNTY

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public of the County and State' aforesaid certify that Loid R. Atkinson, III personally came before me this day and acknowledged that he ~~is~~ is Assistant Secretary of the OMNI HOMES, INC., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him ~~as~~ as its Assistant Secretary.

WITNESS my hand and official stamp or seal, this the 25th day of February, 1997.

[Signature]
Notary Public

My Commission Expires: 5-18-98



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STATE OF NORTH CAROLINA
New Hanover County
The Foregoing/ Annexed Certificate(s) of

Lynn R Ward

Notary (Notaries) Public is/ are certified
to be correct.

This the 18 day of May 1997

Mary Sue Oots - Register of Deeds

by

Jammy J Donahue
Deputy/Assistant

