

NORTH CAROLINA

COUNTY OF NEW HANOVER

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RESTRICTIVE COVENANTS

THIS DECLARATION is made this 13th day of July, 1994, by JOHN H. DAWKINS AND KATHERINE R. DAWKINS, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, JOHN H. DAWKINS AND KATHERINE R. DAWKINS are the owners of certain tracts of land located in New Hanover County, North Carolina, as described by deed recorded in the Office of the Register of Deeds for New Hanover County, North Carolina, in Deed Book 1676 at Page 30; and

WHEREAS, Declarant, the owner of said tract of land known as ABBEY GLEN, SECTION I, as shown on the hereinafter described recorded plat, now desires for the use of itself, its successors and assigns and future grantees, to place and impose certain protective covenants and restrictions upon Tracts 1 through 4, all inclusive, as shown on said plat of ABBEY GLEN, SECTION I, recorded in the Office of the Register of Deeds for New Hanover County, North Carolina, in Map Book 34, Page No. 39;

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NOW, THEREFORE, in consideration of the premises, Declarant, for itself, its successors, assigns and future grantees, does hereby place and impose upon all of said tracts hereinabove described the following restrictions:

1. Said tracts shall be used for residential purposes only, and no structure shall be erected, placed, altered, or permitted to remain on any tract other than one detached, single-family dwelling, together with outbuildings customarily incidental to the residential use of the tract, except that Declarant, reserves the exclusive right to construct a roadway over any tract of land owned by it in this subdivision in order to grant access to owners of any adjacent property, and, in such cases, the remainder of any such tract of land not used for the roadway shall still be subject to those restrictions.
2. Any single story dwelling, with a two-car garage, shall have an enclosed heated living area of the main structure, exclusive of open porches, garages, and any unheated spaces, of not less than 2,000 square feet. Any single-story dwelling, without a two-car garage, shall have an enclosed heating living area of the main structure exclusive of open porches and any unheated spaces, of not less than 2,200 square feet. Any one and one-half story dwelling or tri-level or split-level type dwelling erected or maintained on any of said tracts shall have an enclosed heated living area of the main structure, exclusive of open porches, garages, and other unheated spaces, of not less than 2,200 square feet. Any two-story erected or maintained on any of said tracts shall have an enclosed heated living area of the main structure, exclusive of open porches, garages, and other unheated spaces, of not less than 2,400 square feet. Any multi-level or multi-story dwelling erected or maintained on any of said tracts, shall have an enclosed heated living area of the main structure, exclusive of open porches, garages and other unheated spaces, of not less than 1,200 square feet at ground level. Any dwelling containing less than 2,200 square feet of heated space with a two-car garage shall have the garage attached to the side or rear of the main structure. A detached garage may be permitted for any dwelling having more than 2,200 square feet of enclosed heated living area. Any garage shall be constructed in substantial conformity with the construction of the residence. No attached garage shall open to the front of the residence; instead, the entrance shall be to the side or the rear. All attached garages shall be for two cars or more.
3. Prior to any improvements being erected on any tract, the construction plans and specifications for said improvements must first be presented to and approved in writing by the Architectural Review Committee, appointed by Wilmco, Inc., (the Development

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Company), or Wilmco, Inc., or its assigns. Such approval by either the Architectural Review Committee, Wilmco, Inc., or its assigns, will be given if such floor plans and specifications comply with all these restrictive covenants, and the general appearance and design of any improvement conforms with the general overall scheme of the development. Any accessory building, well house and appurtenant structure shall be constructed in substantial conformity with the general scheme as approved by the Architectural Review Committee, Wilmco, Inc., or its assigns prior to construction. The Architectural Review Committee shall be the sole judge in any matter regarding conformity and reserves the right to reject any plans and specifications that, in the Committee's opinion, fail to enhance the subdivision, regardless of compliance with square footage or other provisions contained within these restrictive covenants.

4. No residential building shall be located on any lot nearer than 75 feet from the road right-of-way of Futch Creek Road on which the lot fronts, nor nearer than 30 feet from an access street right-of-way line or access easement. No residential building shall be located on any lot nearer to the side lot line than 20 feet, nor nearer the rear lot line than 40 feet. Set backs must be in compliance with local county ordinances, must be in general conformity to the adjoining houses and approved by the Architectural Review Committee or assigns prior to construction. The "front line" of any corner lot shall be the shorter of the two property lines along the two streets.

In the event of the unintentional violation of any of the building lines set forth, or because of unusual soil, topographic, or lot shape conditions, Wilmco, Inc., its successors or assigns, reserves the right, by and with the written mutual consent of the owner or owners for the time being of said tract, to change the building line restrictions set forth in this instrument.

5. More than one tract (as shown on said plat) or parts thereof, may be combined to form one or more building tracts by (or with the written consent of) Wilmco, Inc., or its successors or assigns, and, in such event, the building line requirements prescribed herein shall apply to such tracts, if combined. No tract may be subdivided, by sale or otherwise, except the Declarant, its successors and assigns, reserves the right to subdivide or modify any tract which it owns. Upon modification, combination or subdivision of tracts, the easements reserved herein shall be applicable to the rear, side and front tract lines of such tract as modified, combined or subdivided.

6. No tract or any portion thereof of any purchaser may at any time be used as a road, access road, street, or alleyway without the express written permission of Wilmco, Inc., or its assigns.

7. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a tract and remodeling or converting the same into a dwelling unit in this subdivision. No structure placed on any tract shall have an exterior of either block or cement block. Any dwelling constructed upon a tract must be completed within one year subsequent to commencement of construction, except with the written consent of Wilmco, Inc., its successors or assigns, which written consent Wilmco, Inc., its successors or assigns, agrees to give if the delay in construction is due to circumstances reasonably beyond the control of the owner of said tract.

8. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Except for horses, no animals or poultry of any kind may be kept or maintained on any of said tracts except normal household pets, which must be contained within the boundaries of the tract and to the rear of the front building line of the residence. No animal kennels may be kept or maintained on any of said tracts. All structures, including those for animals, must be in compliance with New Hanover County building codes and regulations.

9. No single-wide or double-wide mobile home or modular home shall be allowed or maintained upon any of said tracts.

10. No trailer, basement, tent, shack, garage, or other out-

building erected on any lot shall be used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

11. Until such time as an approved sewage disposal system shall become available, sewage disposal shall be made only by septic tank with nitrification field or other system which meets the approval of the North Carolina State Board of Health, or other health authority having jurisdiction. In the event a sewage disposal system becomes available to said tracts, no more septic tanks or other systems shall be installed, and the sewage disposal shall be made by said system. The purchaser of any tract is subject to being assessed by New Hanover County for the full cost of providing sewer service to the subdivision at the time that district sewer becomes available, in accordance with New Hanover County Code.

12. No portion or part of any tract shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall not be kept, except in sanitary containers. Outside storage or unlicensed and uninsured cars, trucks, or equipment, and extensive repair of the same is prohibited.

13. Easements 15 feet in width along and in addition to road right-of-way, and easements 15 feet in width along the exterior subdivision boundary lot lines, and easements 10 feet in width along the interior lot lines are reserved for installation and maintenance of utilities and drainage, including the right to keep said easements free and clear of all obstructions. Additional easements are reserved as shown upon the subdivision map recorded in the New Hanover County Public Registry.

14. No fence or wall having a height in excess of 48 inches shall be maintained or permitted on any tract from the front of the primary structure on said tract to the street lines. No fences shall be allowed without prior approval of the Architectural Review Committee.

15. No signs of any description shall be displayed upon any tract with the exception of "For Rent" or "For Sale", which signs shall not exceed 2 feet by 3 feet in size.

16. Satellite dishes and any other type of unsightly equipment or appendages are prohibited from being placed on any structure or in the front, side or rear yards. The Architectural Review Committee may grant a waiver to this restriction provided, in its sole judgement, the item in questions is placed in such a manner that it does not detract from the overall appearance of the subdivision. If permitted, only the equipment specified, without addition or expansion, may be placed in the precise location and manner approved by the Committee.

17. All driveway and driveway pipes shall be installed in accordance with those standards established by the North Carolina Department of Transportation.

18. The private 45 foot wide utility and access easements as shown on the recorded plat are to be used by all adjacent property owners in accessing Futch Creek Road. All tracts must be accessed through the 45 foot access easement unless prior written approval is granted by Wilmco, Inc., or assigns to allow for an exception because of unique circumstances. The cost of maintaining each of these 45 foot wide access easements shall be shared equally by each of the property owners adjacent to the easement. Each owner's assessment for each tract owned shall be proportionate to the total number of tracts adjacent to the easement. Such assessments shall accrue to the benefit of and may be enforced jointly and severally by the other property owners in the subdivision, or by the Declarant or by Wilmco, Inc., or assigns. Any and all of the aforesaid parties shall have such rights and powers as are necessary to collect said assessments including the right to institute civil actions for recovery of the same plus reasonable attorney's fees and to enforce the restrictive covenants.

19. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this subdivision other than the property to which these restrictive covenants specifically apply.

20. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate

any covenant, either to restrain violation or to recover damages.

21. Invalidation of any one or more of these covenants by judgement or court shall not adversely affect the balance of said covenants, which shall remain in full force and effect.

22. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

23. The development of an additional section of Abbey Glen may be contemplated by Declarant; therefore, these covenants and restrictions may be extended by supplemental declaration to surrounding and contiguous property owned by Declarant, or its successors or assigns.

IN WITNESS WHEREOF, the Declarant does set their hands and seals, this 31st day of July, 1994.

John H. Dawkins (SEAL)

Katherine R. Dawkins (SEAL)

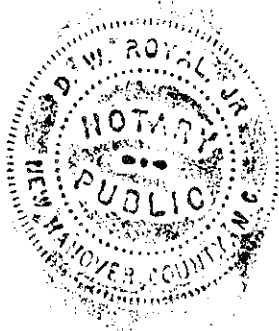
STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, a Notary Public of the County and State aforesaid, certify that John H. Dawkins & Katherine R. Dawkins, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 31st day July, 1994.

D. W. Royal, Jr.
Notary Public

My commission expires: 7-12-99



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

D. W. Royal, Jr.

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

This the 1 day of Aug. 1994
Mary Sue Oots, Register of deeds

by Mary Sue Oots
Deputy / Assistant