

STATE OF NORTH CAROLINA
 COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that we, J. H. HOBBS and wife, MILDRED B. HOBBS, of New Hanover County, North Carolina, who are all of the owners of all of the lots in that certain subdivision in Federal Point Township, New Hanover County, North Carolina, known as Sections Numbers Four, Five, and Six of Battle Park Subdivision, as the same are shown on a map or plat of said subdivision prepared by C. W. Blomme, Jr., Registered Land Surveyor, which is recorded in Map Book 8 at Page 41; Map Book 8 at Page 57 and; Map Book 9 at Page 45, all in the office of the Register of Deeds of New Hanover County, in order to promote a uniform and harmonious development of said subdivision, do hereby covenant and agree to and with each other and with all persons, firms, or corporations now owning or hereafter acquiring any of the above mentioned lots, that the use of all of said lots is hereby made subject to the following restrictions or restrictive covenants, which shall run with the land and be binding upon said lots and whomsoever owns the same; to-wit:

1. No lot shall be put to any use other than for residential purposes. No portion of any lot or lots shall be used for a roadway, either public or private, except that a portion of any lot may be used as a driveway incidental to the normal use of such lot for residential purposes and with the further exception that if in the discretion of the developer of this subdivision, J. H. Hobbs, it appears advisable to use any lot or lots in this subdivision for a street or roadway in connection with the further development of said subdivision and the adjoining lands then said developer may use any such lot or lots as a street or roadway. Provided however, that lot 12 in Section 6 shall be exempted from this provision of these restrictive covenants and any other provision of these restrictive covenants which would prevent its use as the location of a well and pumping station for a community water system.

2. No building shall be erected, altered, placed upon, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, and a private garage for not more than two cars. No such garage shall be more than one story in height and shall never be used for living quarters of any kind, either for guests, members of the family or servants, and the construction or maintenance of so-called "garage apartments" on any lots is expressly prohibited. The plan and design of any building to be built on any lot shall first be submitted to the developer, J. H. Hobbs, or his nominee, for approval, and written approval must be obtained, as it is the express intention of the developer to maintain a uniform plan of development, with respect to design, size, type, cost, and general appearance of the structures to be erected in this subdivision.

3. No dwelling shall be permitted on any lot which does not have at least the following square feet of floor space of living area: 1,000 square feet if the dwelling has an attached carport (not including the floor space of the carport) or 1,300 square feet if it does not have an attached carport. Nor shall any building of any kind be erected, altered, placed upon or permitted on any lot, the exterior finish of which is not constructed of either brick or stone; however, this does not prohibit the use of wood, and other standard building materials in the construction of the roof, windows and doors, gables, second stories, etc.
4. No building or structure of any kind shall be located on any lot nearer than five feet from any side line, nor nearer than seventy feet from the front or street line. Provided however, that as to lots 13, 14 and 15 in Section 5 the front and side set back lines shall be left to the determination of the developer, J. H. Hobbs.
5. No commercial trade or activity shall be carried on upon any lot and no noxious trade or activity whatsoever shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
6. No structure of a temporary character, trailer, mobile home, tent, shack, garage, garage apartment, barn or other outbuilding shall be used on any lot as a residence, either temporarily or permanently, either for the owners of said lot, tenants, servants or other persons.
7. No hogs, cattle, sheep, goats, horses, poultry, or other livestock shall be raised, bred, or kept on any lot; however, dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.
8. No lot or area shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such materials may not be kept on any lots, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
9. No surfact closets or out-houses shall be kept or maintained on any lot, and sewage disposal shall be by septic tank only, which shall comply with the requirements of the North Carolina State Board of Health, until such time as a general sewage disposal system may be installed.
10. There shall be no change in the layout of any lot or lots as shown on the map referred to, and no lot shall be subdivided unless such a part of a subdivided lot becomes a part of a whole lot, and the remaining part of such subdivided lot becomes a part of another whole lot.
11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-one years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument in writing, signed by the owner or owners of a majority in amount of the lots in said subdivision is recorded which changes said covenants in whole or in part. Any person or corporation owning any lot or lots in said subdivision shall have the right and authority to bring appropriate legal proceedings to prevent or stop violations of these restrictive covenants, and/or recover damages for such violation or violations.
- 12.. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this the 27th day of February, 1967.

J. H. Hobbs (SEAL)
J. H. Hobbs

Mildred B. Hobbs (SEAL)
Mildred B. Hobbs

STATE OF NORTH CAROLINA *
*
*
COUNTY OF NEW HANOVER *
*
*

I, Peggy Best, a Notary Public in and for the State and County aforesaid, do hereby certify that J. H. HOBBS and MILDRED B. HOBBS, personally appeared before me this day, and acknowledged the due execution of the foregoing instrument. Witness my hand and Notarial Seal, this the 27th day of February, 1967.

My commission expires: 9-1-68

Peggy Best
Notary Public

STATE OF NORTH CAROLINA *
*
*
COUNTY OF NEW HANOVER *
*
*

The foregoing certificate of Peggy Best, Notary Public of New Hanover County, is adjudged to be correct. Let the instrument with the certificate be recorded. Drawn by Robert Calder, Lawyer.
This the 27 day of February, 1967.

Lucid Ward asst.
Clerk of Superior Court

Received and Recorded

FEB 27 1967 . 10:45 AM.

Paul Blumhardt Register of Deeds