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BOOK

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STATE OF NORTH CAROLINA

DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
OF CAMELOT COURT

COUNTY OF NEW HANOVER

RECORDED AND VERIFIED  
MARY SUE DOTS  
REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, S.F. HOLDINGS OF WILMINGTON, LLC, a North Carolina Limited Liability Company, hereinafter referred to as the "Developer", is the owner of all of the interest and equity in that certain subdivision located in New Hanover County, North Carolina, known as CAMELOT COURT, as the same is shown on a map prepared by Hanover Design Services, PA, which is recorded in Map Book 40, at Page 59, in the Office of the Register of Deeds of New Hanover County, and in order to promote a uniform and harmonious development of said subdivision as a desirable residential community, does hereby place and impose on all of the lots in the said subdivision, and all such lots shall be conveyed subject to, the following Covenants, Conditions, and Restrictions which shall run with the land and be binding upon said lots and upon whomsoever owns the same, to-wit:

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1. No lot or lots shall be put to use other than for residential purposes, except that the Developer may use any of said property as a roadway.
2. No building shall be erected, altered, placed upon, or permitted to remain on any lot other than one detached single-family dwelling, including mobile homes or modular homes, not to exceed two and one-half stories in height, a detached or attached private garage, or attached carport not to exceed three cars in capacity, and one storage building.
3. No dwelling shall be constructed or permitted to remain on a lot the square footage of which is less than 700 square feet. Said square footage shall not include porches, garage areas, or carport areas, and the said square footage shall be computed by measuring from the exterior walls of said dwelling. If a dwelling is a double wide or module mobile home, it must measure at least 24 feet by 42 feet; have a gabled, shingled roof; be properly affixed to a continuous permanent masonry foundation, unpierced except for required ventilation and access, and have all of its wheels, axles, transportation lights, and towing apparatus removed.
4. The Developer reserves the right to subject the real property in the subdivision to a contract with Carolina Power & Light Company for the installation of street or area lighting which will require continuing monthly payments to Carolina Power & Light Company by the owner of each lot.
5. Since the establishment of inflexible building setback lines for the location of houses 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 lines shall be established by this Declaration. In order to assure, however, that the foregoing considerations are given

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*Candice O. Alexander*  
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maximum effect, the site and location of any house or dwelling or other structure upon any lot shall be controlled by and must be approved absolutely by the Developer or its designee, as the case may be. Provided, however, that no dwellings shall be constructed closer to any lot line than allowed by the applicable city and county zoning and subdivision ordinances.

6. The design and location of all buildings erected or moved on to any lot (including exterior storage buildings, detached garages, doghouses, other detached structures, and structural additions to the main dwelling) shall be subject to the approval of the Developer or some person or persons designated by it to pass upon said designs. Upon request of a lot owner for the approval of plans, the Developer, or its duly authorized agent, shall have 10 days within which to approve or disapprove such request. If approval or disapproval is not given within 10 days, such approval will not be required, but the design of the proposed building must be in harmony with the existing structures in the subdivision.

7. Every owner of a lot in CAMELOT COURT shall have a perpetual right-of-way and easement for access, ingress, egress, regress, use of, and installation and maintenance of utilities in, the "30' Access Drainage and Utility Easement" running along the northeastern side of the lots as shown on the recorded plat of CAMELOT COURT which right of way and easement shall be appurtenant to, and shall pass with, the title to every lot in CAMELOT COURT. Any owner of a lot in CAMELOT COURT may delegate his right of use and access to the said easement to the members of his family, his tenants, or contract purchasers who reside on the property.

Every lot shall be subject to a 10' buffer easement along the northeastern line of each lot as shown on the recorded plat of CAMELOT COURT. No construction, clearing, parking, or other use shall be allowed within the said buffer easement, and such buffer easement must remain in its natural wooded state.

8. The Developer reserves for itself, its successors and assigns, a perpetual, alienable, and releasable easement and right-of-way on, over, and under the ground with persons and equipment to erect, install, maintain, inspect, repair, and use electric and telephone poles, lines, conduits, pipes, cables, wires, sewers, water mains, ditches, and other suitable equipment necessary to or useful for the conveyance, furnishing, and use of electric power, gas, telephone service, cable television service, water, sewer, and/or other public conveniences, utilities, or drainage on, in, or over each lot in the subdivision and such other areas as are shown on the recorded plat of the subdivision, provided further, that the Developer may cut drain ways for surface water whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety, and appearance. These easements and rights shall expressly include the right to cut any trees, bushes, shrubbery or other plants, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance.

An easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services to enter upon the lots in the performance of their duties.

In case of an emergency originating in or threatening any lot, regardless of whether any lot owner is present at the time of such emergency, the Developer or its agent or designee or any other person authorized by it, shall have the right to enter upon any lot for the purpose of remedying or abating the causes of such emergency and making any other necessary repairs not performed by the lot owners, and such right of entry shall be immediate.

All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof, regardless of whether or not reference to said easement is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

9. No fence or other obstruction exceeding six feet in height shall extend nearer to the street than the front setback line of the main dwelling constructed on the lot. All fences in the subdivision must be approved by the Developer as to the design, height, type and general appearance, and any fences built thereafter must be of the same design, height, type, and general appearance. There shall be no chain-link fences allowed on any lot.

10. It shall be the duty of each homeowner to keep his or her property in a neat and tidy condition, well maintained and well landscaped, with no unsightly debris or litter or the like in view. All bicycles, exercise equipment, recreational equipment, lawn mowers, other yard maintenance equipment, trash cans, gas bottles, and similar personal property shall be stored out of view. No homeowner shall place on his lot, or allowed to be placed on his lot, any kind of statue, sculpture, objet d'art, yard art or decoration, artificial wildlife, or any other similar type of object. All houses must be well maintained and regularly cleaned, washed, and painted. No noxious or offensive trade or activity shall be carried on or maintained on any lot, nor shall any activity be conducted which constitutes an annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, nor device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant, or other nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. 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 that would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. If yards are not properly maintained, they shall be cleaned up by the Developer or its designee at the owner's expense. Junk cars, blocked-up cars, inoperative machines and similar eyesores shall not be placed or permitted to remain on any lot. No mechanical or maintenance work shall be done on cars or other machinery or equipment in the front yard or

side yard, of any home or in the road in front of any home, or, if a corner lot, within view from the street; such work may be done only in back yards or in a garage. Any such mechanical or maintenance work done in the yard areas may not be left unfinished for more than three days. Boats, recreational vehicles, tractor-trailer rigs, and other similar vehicles may not be parked in the front yard or side yard of any home, or in the access easement in front of any homes; all such boats and vehicles may be parked only in the back yard behind a home. There shall be not more than three motor vehicles per home, all licensed and registered, and all must be in good running order.

All vehicles must be parked in driveways and no vehicles may be parked at any time on lawns, roadways, access easements or utility easements. No vehicle shall be allowed to block any street, roadway, easement, or other access area.

11. No commercial trade or activity shall be carried on or upon any lot.
12. It shall be the obligation of each property owner to maintain, to the original construction depth, all drainage ditches located upon his or her lot. Any construction of culverts or other construction along or across said ditches must be done so that the free flow of water from subsurface drainage is not interrupted or interfered with. If a property owner elects to tile the entire ditch running along his or her property, then such property owner must install a catch basin at one of his or her property lines, which catch basin must meet North Carolina Department of Transportation standards and must be approved in writing by the Developer or its designee.

Each lot owner shall at all times reasonably maintain all drainage, buffer, and utility easements located upon their lot.

With respect to the Access Easement located across each lot, each lot owner in CAMELOT COURT shall contribute equally for payment of all expenses for the maintenance, repair, replacement, and other upkeep of the said Access Easement. Such amounts shall be paid within 14 days of notification that such expenses are due and owing. In the event that a majority of the lot owners shall desire to establish an escrow or reserve account for maintenance expenses of the said Access Easement, each lot owner shall be liable for, and shall be required to pay, his or her equal portion of such road maintenance expenses into such account established for such maintenance purposes. By the acceptance of a deed for a lot in CAMELOT COURT, each owner agrees to be bound to the obligation for maintenance of the easements provided for herein, and to pay such maintenance expenses as provided by this Section 12. In the event that a lot owner should fail or refuse to pay their equal portion of the Access Easement maintenance expenses as herein provided, then the delinquent lot owner shall also be obligated to pay all expenses incurred by the other lot owners for the collection of such delinquent charges, including, but not limited to, all court costs and reasonable attorneys fees.

13. No structure of a temporary character, trailer, tent, shack, garage apartment, garage, barn, or other outbuilding shall be used on any lot as a residence, either temporary or permanent, either for the owners of said lot, for servants, or for any other persons.

14. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair, and in the event of destruction by fire or other casualty, the premises are to be cleared and debris removed within 90 days of the date of such casualty.
15. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot in the subdivision, except that dogs, cats, or other domesticated household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of any lot so that no person shall quarter on said lots cows, horses, bees, hogs, sheep, goats, guinea fowls, chicks, geese, rabbits, chickens, turkeys, skunks, snakes, or any other animal that may interfere with the quietude, health, or safety of the community. No more than four (4) household pets will be permitted on any lot. Pets must be restrained or confined inside a fenced area or within the house, and must be kept reasonably quiet. It is the pet owner's responsibility to keep their lot clean and free of all pet debris. All animals must be properly tagged for identification, and further, must be kept on a leash unless such animal is confined within a fenced area. When such animals are not confined within a fenced area of the owner's yard, is the pet owner's responsibility to remove any pet debris left by their pet upon any of the lots within the subdivision or to pay the costs incurred by any lot owner due to the failure of such pet owner to remove such pet debris.
16. 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 materials shall be kept in a clean and sanitary condition and must comply with all state, county, and local codes and ordinances governing such equipment.
17. No lot shall be subdivided, or its boundary line changed without the written consent of the Developer or its designee or designees. However, the Developer hereby expressly reserves to itself the right to replat any lot or lots or change the alignment or placement of any easement as required in Developer's sole discretion and to take such other steps as are reasonably necessary to make such replatted lot or lots suitable and fit as a building site.
18. No signs of any description shall be placed on or displayed on any lot except signs "For Rent" or "For Sale", and any such sign shall not exceed five square feet in size.
19. All newspaper boxes, mailboxes and such receptacles and their posts must be approved by the Developer and shall be the same in design as the first such receptacle installed in the subdivision.
20. Permanent window treatments consisting of white mini-blinds must be installed in all windows that are visible from the street or roadway within 30 days of occupancy. Bed sheets, towels, blankets, etc., are not considered acceptable window treatments.

21. No satellite television dishes shall be placed, constructed or permitted on any lot in the subdivision unless they are placed behind the main dwelling and out of view from the street or roadway.

22. All clotheslines, clothes poles, or other paraphernalia for drying or airing of clothes or other items located on any lot of the subdivision shall be concealed or screened from public view.

23. This Declaration may be amended by the Developer at any time without the consent or joinder of any of the lot owners in CAMELOT COURT by an instrument executed by the Developer and duly recorded in the Office of the New Hanover County Register of Deeds.

After the Developer has sold all of the lots within the subdivision, this Declaration may be amended at any time by an instrument executed by the owners of a majority of the lots subject to this Declaration and duly recorded in the Office of the New County Register of Deeds.

24. Invalidation of any one of these Covenants by judgment or court order shall not in any way affect any of the other provisions, which such remaining provision shall remain in full force and effect.

25. Any person, corporation, or other entity owning any lot or lots in CAMELOT COURT shall have the right and authority to bring appropriate legal proceedings to prevent violations of these restrictive covenants and/or to recover damages for such violations. In such event, any such violator shall be liable to the person, persons, corporation, or other entity instituting any such action, for costs of court, reasonable attorneys' fees, and other costs incurred in enforcing these restrictions. Failure by any owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

26. All present and future owners, tenants, and occupants of lots and their guests or invitees shall be subject to, and shall comply with, the provisions of this Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any lot shall constitute an agreement that the provisions of this Declaration are accepted and ratified by such owner, tenant or occupant. The covenants and restrictions of this Declaration such inure to the benefit of, and be enforceable by, the owner of any lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any lot as though such provisions were made a part of each and every deed of conveyance or lease.

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In Witness Whereof, S.F. HOLDINGS OF WILMINGTON, L.L.C., has caused this instrument to be executed in its name by its duly authorized Member/Manager, the day and year first above written.

S. F. HOLDINGS OF WILMINGTON, L.L.C.

By: *Nathan S. Sanders*  
Nathan S. Sanders, Member/Manager

STATE OF NORTH CAROLINA  
COUNTY OF Pender

I, a Notary Public of the County and State aforesaid, certify that Nathan S. Sanders, Member/Manager of S.F. HOLDINGS OF WILMINGTON, L.L.C., a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of S.F. HOLDINGS OF WILMINGTON, L.L.C. Witness my hand and official stamp or seal this 11<sup>th</sup> day of September, 2000.

My Commission Expires: 11-26-2000 *Candice O. Alexander*  
Notary Public

STATE OF NORTH CAROLINA  
New Hanover County

The Foregoing/ Amended Certificate(s) of

*Candice O. Alexander*

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

This the 12 day of Sept, 2000

(Mary Sue Oats, Register of Deeds)  
by *Jay W. Nelson*  
Deputy/Assistant

