

STATE OF NORTH CAROLINA           \*  
  \*       DECLARATION OF RESTRICTIONS  
COUNTY OF NEW HANOVER           \*

KNOW ALL MEN BY THESE PRESENTS, that PIONEER DEVELOPMENT COMPANY, a North Carolina Corporation which is the owner of all of Lots 1 through 17 inclusive of that subdivision known as Capri Estates located in the City of Wilmington, New Hanover County, North Carolina, as the same are shown on a map of said subdivision recorded in Map Book 8 at Page 69 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 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 or lots 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.

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.

3. No dwelling or other structure may be erected on any lot without first obtaining the approval of the plans and location of such structure from Pioneer Development Company, it's successors, or assigns.

4. No commercial trade or activity or any 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.

5. 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 any other persons.

6. 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 purpose.

7. 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.

8. No surface 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.

9. There shall be no change in the layout of any lot or lots as shown on the map above referred to, and no lot shall be subdivided unless such 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.

10. 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 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.

11. 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, Pioneer Development Company has caused this instrument to be signed in it's corporate name by it's President and attested by it's Secretary and sealed with it's Corporate Seal, all on the day first above written.



PIONEER DEVELOPMENT COMPANY

By Robert E. Calder  
President

ATTEST:

Deanna Best  
Secretary

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

I, Dorothy Pastis, a Notary Public of the State and County aforesaid, certify that Peggy Best personally came before me this day and acknowledged that she is Secretary of PIONEER DEVELOPMENT COMPANY, a North Carolina Corporation with its principal office in New Hanover County, 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 Peggy Best as its Secretary.

WITNESS my hand and Official Seal, this the 23 day of September, 1966.



My commission expires:

Feb 26, 1967

Dorothy Pastis  
Notary Public

STATE OF NORTH CAROLINA  
New Hanover County  
The Foregoing Certificate of

Dorothy Pastis

Notary Public of New Hanover County, is adjudged to be correct. Let the instrument with the Certificate be recorded.

Drawn by Robert Calder

This the 26 day of Sept 1966

J. H. [Signature]  
Clerk Superior Court

Received and Recorded

SEP 26 1966 . 9:30 A.M.

Paul Blomard Register of Deeds