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2003024383

FOR REGISTRATION REGISTER OF DEEDS
REBECCA T CHRISTIAN
NEW HANOVER COUNTY, NC
2003 APR 25 02:45:32 PM
BK 3756 PG 145-148 FEE \$20 00

INSTRUMENT # 2003024383

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

THIS DECLARATION, made this the 23rd day of April, 2003, by EDITH H. PATELOS, of the County of New Hanover and State of North Carolina

WITNESSETH:

WHEREAS, the parties hereto have placed on record in New Hanover County a map showing an area designated as Cavalier Woods, King Arthur Drive Extension, said map being recorded in Map Book 43, Page 378, of the New Hanover County Registry; and

WHEREAS, the owner proposes to protect future owners and occupants of homes and dwellings located in said development from encroachment of undesirable buildings, undesirable building practices; and desire, generally, to preserve the same as an area for suitable, healthful, and pleasant living conditions; and

WHEREAS, said owners propose and intend by this instrument to create certain restrictions upon said property which shall henceforth be binding upon themselves, their heirs and assigns, and upon future owners of lots of land lying within Cavalier Woods, King Arthur Drive Extension.

NOW, THEREFORE, the said EDITH H. PATELOS, for herself, her heirs and assigns, do hereby declare that the following restrictions shall apply to all of the lots in Cavalier Woods, King Arthur Drive Extension, as shown on the map recorded in Map Book 43 at page 378 of the New Hanover County Registry, and shall be binding on all parties claiming by, through, or under them:

1. Wherever in this declaration of building restrictions the word lot is used, the same shall be deemed to likewise include any lot created by an enlargement, subdivision or rearrangement of the lot or lots as now designated upon the aforesaid map, and the fact that a building upon an enlarged and newly created lot may encroach upon lot lines as shown on said map shall not be deemed to be a violation of any of the restrictions herein contained; and the distances from lot lines and street lines shall refer to the newly created lot rather than to the lot as shown upon the aforesaid map.
2. Any and all of the lots as shown upon the aforesaid map may in the future be the owners, or purchasers, rearranged, divided, and subdivided, provided that said rearrangement, subdivision or alteration shall enlarge, but not decrease the minimum area as provided in this declaration.
3. No lot in Cavalier Woods shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling not to exceed two stories, exclusive of basement, in height and private garage for not more than three cars.
4. The heated square footage of any dwelling exclusive of the porches and garages which are constructed on any lot shall be not less than 2200 square feet.

Edith H. Patelos

Prior to the construction of any dwelling on any lots in Cavalier Woods, a sketch showing the plan and general outside appearance of said dwelling shall be prepared by the lot owner and submitted to the developers, their heirs and assigns, or their nominee, for their approval; it being the intention and purpose of these covenants to insure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which has been built in previous sections of Cavalier Woods on the date this instrument is recorded. If a sketch submitted as above required is not approved or disapproved within ten days after submission, approval will not be required but the design and the location of the proposed structure must be in harmony with the appearance and character of dwelling already in said development

5. All dwellings or other improvements placed on any lot subject to these restrictions shall comply with all front, side and rear setback requirements imposed by the appropriate governmental agency applicable to the R-15 residential district

6 No noxious or offensive activity 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.

7 No structure of a temporary character, trailer, basement, tent, shack, barn, or other such outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8 No animals, livestock, or poultry or any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept 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. No surface closets shall be kept or maintained on any lot and sewage disposal shall only be a county sewage disposal system

10. No fences of any kind will be allowed in the front and sides of any dwelling Fenced back yards, if desired, must have a fence in keeping with the dwelling, and of good quality construction, and shall not extend beyond the rear of the house in the direction of the front of the house

11 A perpetual 10 foot non-municipal easement is reserved over the 10 feet of all lots adjacent to King Arthur Drive and Cavalier Drive as shown on the subdivision plat for utility installations and maintenance as the same may hereafter be made available.

12. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under the developers, their heirs and assigns for a period of twenty-five (25) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years each, unless an instrument signed by a majority of the then owners of lots in Cavalier Woods has been recorded, agreeing to change said covenants in whole or in part. However, these covenants may be amended, altered, or changed at any time upon the consent of the developers or their heirs and assigns and the owners of all of the lots in Cavalier Woods

13. Enforcement may be proceedings at law or in equity, by or on behalf of any person owning a lot in Cavalier Woods, against any person or persons violation or attempting to violate any of these covenants either to restrain such violation or to recover damages.

14 Invalidity of any one of these covenants by Court Order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

15. All conveyances hereafter executed by the Developers, their heirs and assigns, of lots in Cavalier Woods shall be made subject to all of the restrictions hereinbefore enumerated, and such

restrictions shall be incorporated in such deeds of conveyance by reference to this instrument, duly recorded in the New Hanover County Registry.

16 The Developer reserves the right to subject the real property in this subdivision to a contract with a utility company for the installation of street lighting which will require a continuing monthly payment to such utility company by the owner of each building.

17 Each lot owner will be responsible for a pro rata share of payment for the maintenance of the drainage pond, which will be assessed on a periodic basis and paid to the Pointe Summerset HOA. For purposes of enforcing the assessment, the Point Summerset HOA is entitled to utilize the enforcement of its assessment provisions in its Declaration in Book ____ At Page ____ which are incorporated by reference.

18. The following covenants are intended to ensure ongoing compliance with state stormwater management permit number SW8981109 as issued by the Division of Water Quality. These covenants may not be changed or deleted without the consent of the State.

A. No more than 7000 square feet of any lot shall be covered by structures or impervious materials. Impervious materials include asphalt, gravel, concrete, brick, stone, slate or similar material but do not include wood decking or the water surface of swimming pools.

B. Swales shall not be filled in, piped or altered except as necessary to provide driveway crossings.

C. Built-upon area in excess of the permitted amount requires a state stormwater management permit modification prior to construction.

D. All permitted runoff from out parcels or future development shall be directed into the permitted stormwater control system. These connections to the stormwater control system shall be performed in a manner that maintains the integrity and performance of the system as permitted

IN WITNESS WHEREOF, EDITH H. PATELOS has hereunto set her hand and seal the day and year first above written

By: Edith H. Patelos (SEAL)
EDITH H PATELOS

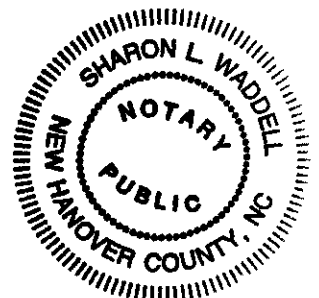
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Sharon L. Waddell, a Notary Public in and for said County and State, do hereby certify that EDITH H. PATELOS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 13rd day of April, 2003

Sharon L. Waddell
Notary Public

My Commission Expires: 04-18-06





REBECCA T. CHRISTIAN
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET


WILMINGTON, NC 28401

Filed For Registration: 04/25/2003 02:45:32 PM
Book: RE 3756 Page: 145-148
Document No.: 2003024383
DECL 4 PGS \$20.00
Recorder: JACQUELINE NELSON

State of North Carolina, County of New Hanover

The foregoing certificate of SHARON L WADDELL Notary is certified to be correct. This 25TH of April 2003

REBECCA T. CHRISTIAN, REGISTER OF DEEDS

By: 
Deputy/Assistant Register of Deeds

YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.

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