

STATE OF NORTH CAROLINA:

DECLARATION OF RESTRICTIONS

COUNTY OF NEW HANOVER :

KNOW ALL MEN BY THESE PRESENTS:

THAT LONG LEAF ACRES, INC., a corporation created and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of Wilmington, North Carolina, and KAIFORD G. TRASK and wife, MABEL DUNN TRASK of the County of New Hanover and State of North Carolina, the present owners of all of the lots in College Acres Subdivision, Section 1-B, and College Acres Subdivision, Section 2-B, do hereby covenant and agree to and with all persons, firms, or corporations now owning or hereafter acquiring any property in the area hereinafter described, that all the lots shown upon a map of that certain subdivision known as College Acres, Section 1-B, which map is recorded in the office of the Register of Deeds of New Hanover County in Map Book 9, Page 26, and a map of that certain subdivision known as College Acres, Section 2-B, which map is recorded in the office of the Register of Deeds of New Hanover County in Map Book 9, Page 5, are hereby made subject to the following restrictions as to the use thereof running with said properties by whomsoever owned, to-wit:

1. All lots shall be known as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars and other outbuildings incidental to residential use of the plot, including servants quarters.

2. No building shall be located on any residential building plot nearer than 60 feet to the front line nor nearer than 12 feet to the side line for one story structures nor nearer than 15 feet to the side lot line for a two story structure. No dwelling shall be located nearer than 25 feet to the rear lot line. Un-attached garages or other outbuildings shall be located not nearer than 100 feet to the front lot line and not nearer than 5 feet to side lot line.

3. No noxious or offensive trade or activity shall be carried

on or maintained upon any lot or part of any lot nor shall any use be made of any portion of said property which may be or become an annoyance or nuisance to the neighborhood. No domesticated animals shall be kept on the property other than household pets.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the lots shall not at any time be used as a residence nor shall any structure of a temporary character be used as a residence.

5. The minimum floor area of each dwelling shall be 1350 square feet, excluding porches, garage, terrace and outbuildings.

6. Until such time as a sewerage system is available, such disposal shall only be by septic tank to meet the approval of the North Carolina State Board of Health. As soon as a sewerage system is available, sewerage disposal shall only be by said system.

7. The plans for all dwellings and structures incidental to the use of the lots shall be approved by a building committee with respect to their suitability to the subdivision. The building committee shall be composed of three members. One member shall be the owner or his authorized representative. The other two members shall be elected by the property owners other than the subdivision owners. This election shall be by majority vote, one vote to each lot owner. These two members shall serve for a four year term with the exception of one of the original two members whose term shall be two years and this shall be decided by lot between the two original members. The owner shall have authority to approve or disapprove any decisions of the building committee.

8. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the owners of the lot it is agreed to change the said covenants in whole or in part.

9. If the parties hereto or any of them or their heirs and assigns shall violate or attempt to violate any of the covenants herein, it

shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

10. 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.

11. All lots heretofore sold in these two subdivisions have been sold subject to these restrictions.

IN TESTIMONY WHEREOF, the said Long Leaf Acres, Inc., has caused these presents to be signed in its name by its president and attested by its secretary and its corporate seal to be hereunto affixed, and the said Raiford G. Trask and wife, Mabel Dunn Trask, do hereunto subscribe their names and affix their seals, this the 14th day of September, 1966.

LONG LEAF ACRES, INC.

By *Raiford G. Trask*  
President

ATTEST:

*Mabel Dunn Trask*  
Secretary

*Raiford G. Trask* (SEAL)  
Raiford G. Trask

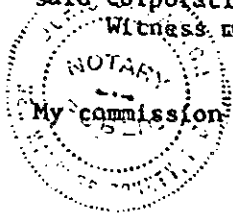
*Mabel Dunn Trask* (SEAL)  
Mabel Dunn Trask



STATE OF NORTH CAROLINA:  
COUNTY OF NEW HANOVER :

THIS 14th day of September, 1966, personally came before me, Doris J. Walton, a Notary Public in and for the County and State aforesaid, Mabel Dunn Trask, who being by me duly sworn, says that she knows the common seal of Long Leaf Acres, Inc. and is acquainted with Raiford G. Trask, who is the President of said corporation, and that she, the said Mabel Dunn Trask, is the secretary of the said corporation and saw the said President sign the foregoing instrument and that she, the said Mabel Dunn Trask, secretary as aforesaid, affixed said seal to said instrument and that she, the said Mabel Dunn Trask, signed her name in attestation of the execution of said instrument in the presence of said president of said corporation.

Witness my hand and seal this 14th day of September, 1966.



My commission expires: 1/11/68

*Doris J. Walton*  
Notary Public

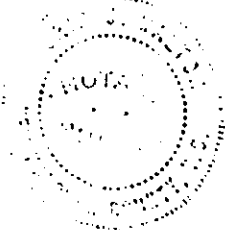
STATE OF NORTH CAROLINA:  
COUNTY OF NEW HANOVER :

I, Doris J. Walton, a Notary Public in and for the State and County aforesaid, do hereby certify that Raiford G. Trask and wife, Mabel Dunn Trask, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this 14th day of September, 1966.

Doris J. Walton  
Notary Public

My commission expires: 1/11/68



STATE OF NORTH CAROLINA  
New Hanover County

The Foregoing Certificate of Doris J. Walton

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

Drawn by A. Hewitt

This the 14 day of Sept 1966  
Paul B. Brock  
Clerk Superior Court

Received and Recorded  
SEP 14 1966 12:50 P.M.

Paul Blomson Register of Deeds