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Drawn by: Seay, Rouse, Harvey & Titchener, Box 18807, Raleigh, NC 27619

STATE OF NORTH CAROLINA, RECORDED AND VERIFIED
NEW HANOVER COUNTY. REBECCA M. TURNER
REGISTER OF DEEDS
NEW HANOVER CO NC

PROTECTIVE COVENANTS
COMPTON CROSSING

RECORDED AND VERIFIED
REBECCA M. TURNER
REGISTER OF DEEDS
NEW HANOVER

THIS DECLARATION, Made ^{JAN 17 3 43 PM '86} this 3 43 day of January, 1986, by ^{JAN 17 3 43 PM '86} AMMONS-BOYKIN CORPORATION, a North Carolina corporation, hereinafter called "Declarant."

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the Protective Covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold, and conveyed subject to the Protective Covenants set forth below:

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the Protective Covenants set forth in the Articles of this Declaration is located in the County of New Hanover, State of North Carolina, and is more particularly described as follows:

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Being Lots Numbered 1 through 57, inclusive, as the same are shown on a map of Compton Crossing recorded in Book of Maps 25 at Page 142, New Hanover County Registry.

The real property described in Article I hereof is subject to the Protective Covenants and Restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereof of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement on lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for single family residential purposes. No building or structure, including TV Satellite Dish, shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed three (3) stories in height, a private garage for not more than three (3) cars, and (with the approval of the Architectural Committee) a non-metal accessory building or structure for storage or other appropriate residential uses, not in excess of 250 square feet in area, which shall be located in the rear of dwelling at a location approved by the Architectural Committee.

RETURNED TO
AMMONS-BOYKIN CORP.
2701 N. College RD.
WILMINGTON, N.C. 28405
799-5723

055244

ARTICLE III

BUILDING LOCATION. No building (including an accessory building or structure and a garage) shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot showing the location of every such building, have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by the Architectural Committee, which shall be a committee composed of three persons designated and appointed by the Board of Directors of Ammons-Boykin Corporation, its successors or its assigns. In the event the Committee fails to approve or disapprove such design or location within thirty days after the plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of any such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE IV

DWELLING SIZE. Except with the prior written approval of the Architectural Committee, no single story residential structure which has an area of less than 900 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any lot, and no residential structure in excess of a single story which has an area of less than 1200 square feet, exclusive of porches, breeze-ways, steps and garages, shall be erected or placed or permitted to remain on any lot.

ARTICLE V

BUILDING SETBACK AND SEPARATION. Buildings located on the periphery of the Planned Development District shall be set back a minimum of twenty (20) feet from the Planned Development District boundary. All buildings shall be set back at least ten (10) feet from all pedestrian and bicycle paths, thirty-five (35) feet from all public and private streets, and fifty (50) feet along US and NC numbered highways and major thoroughfares. No building shall encroach upon the right-of-way of a proposed thoroughfare as designated by the Wilmington Area Thoroughfare Plan. In no case shall any part of a building be located closer than twenty (20) feet to any part of another building. For the purpose of this covenant, eaves and steps shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Ammons-Boykin Corporation reserves the right to waive minor violations of the set-back and side line requirements set forth in this Article. (Violations not in excess of 10% of the minimum requirements shall be deemed minor.)

ARTICLE VI

LOT, AREA AND WIDTH. All lots as shown on the recorded map hereinbefore referred to are hereby approved. Adjustments may be made, however, in the line between any two lots so long as the area of any lot is not reduced by more than ten percent (10%) and so long as all other restrictions herein set forth are observed.

ARTICLE VII

EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot and five feet on the front and each side line unless shown in excess of such distances on recorded plat, in which case the plat shall control. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The easements provided for herein may be moved to conform to the relocation of lot lines provided such movement does not interfere with the existing easement rights belonging to the owners of other lots.

ARTICLE VIII

BUSINESS, MANUFACTURING, COMMERCIAL AND PROFESSIONAL USES PROHIBITED; NUISANCES PROHIBITED. No part of the said property shall be used for business, manufacturing, commercial or professional purposes. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises, except real estate subdivision signs or other related types of signs. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot. No trade materials or inventories may be stored or regularly parked on the premises.

ARTICLE IX

TEMPORARY STRUCTURES. No trailer, tent, shack, barn or other outbuilding, except a private garage for not more than three (3) cars and an accessory building or structure as authorized by the provisions of ARTICLE II, shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Committee, no detached garage shall at any time be used for human habitation temporarily or permanently. Also, no clotheslines, satellite dishes or any outside antennas (radio and television) shall be permitted without express written consent of the Architectural Committee.

ARTICLE X

FENCES. No fence, wall, hedge, or mass planting shall be permitted except in rear of dwelling and shall not be permitted to extend beyond the rear corner of dwellings, except upon approval by the Architectural Committee. Any fence constructed within these bounds must be approved by the Architectural Committee as to location, style, design and materials.

ARTICLE XI

ANIMALS. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

ARTICLE XII

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles

on the streets in the development. Owners of lots shall not be permitted to park boats, trailers, campers and all other similar property on the streets in the development, and such property shall be parked in a garage or screened area. The Homeowners Association may make parking available for recreational vehicles and boats. No unlicensed vehicle or junk cars shall be parked on any lot, in the streets or common areas.

ARTICLE XIII

UNDERGROUND UTILITIES AND STREET LIGHTING. Declarant reserves the right to subject the real property described hereinabove to a contract with Carolina Power & Light Company for the installation of underground electric cables and the installation of street lighting, either or both of which may require a continuous monthly charge to the owner of each building lot.

ARTICLE XIV

TERM. 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-five (25) years from the date on which this Declaration and Agreement is filed for registration in the Registry of New Hanover County, after which period said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

ARTICLE XV

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both.

ARTICLE XVI

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

IN WITNESS WHEREOF, Ammons-Boykin Corporation has caused this instrument to be executed in its corporate name by its proper officers and its corporate seal hereunto affixed, as of the day and year first above written.

AMMONS-BOYKIN CORPORATION

ATTEST:

Jeanette J. Ammons
ASST. Secretary

By

Andrew J. Ammons
President



NORTH CAROLINA,
COUNTY OF

I, the undersigned Notary Public, do hereby certify that Dorothy J. Ammons personally came before me this day and acknowledged that she is Asst. Secretary of Ammons-Boykin Corporation, a corporation, 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 herself as its Asst. Secretary.

Witness my hand and notarial seal, this 17th day of January, 1986.



Emily B. King (V. King)
Notary Public

My commission expires: 7-22-86

STATE OF NORTH CAROLINA
New Hanover County
The Foregoing Certificate of _____
_____Emily B. King_____
_____A Notary Public_____
is certified to be correct.
This the 17 day of Jan 19 86

Rebecca P. Tucker, Register of Deeds
By Rebecca P. Tucker
Deputy