

STATE OF NORTH CAROLINA : DECLARATION OF RESTRICTIONS
26 COUNTY OF NEW HANOVER : SECTION 1, DUTCH ACRES

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, BOBBY W. HARRELSON and JIMMIE L. SUGGS, Trading and Doing Business as CAROLINA HANSEATIC, a co-partnership, are the owners of all of the interest and equity in that certain tract of land known as DUTCH ACRES, SECTION 1, and it is the desire of the undersigned, the developers of this land, to insure the use of said property for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of community, and thereby to secure to each lot owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners;

NOW, THEREFORE, the undersigned do hereby covenant, agree and declare to and with all persons, firms or corporations now owning or hereafter acquiring any property in DUTCH ACRES SUBDIVISION, SECTION 1, and that all the lots in said subdivision as shown on a map recorded in Map Book 20 at Page 33 of the New Hanover County Registry, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

1. All lots in said subdivision shall be known as single-family residential lots, and shall be used for residential purposes only.
2. No residence smaller than 1200 square feet when measured by exterior brick work, which square footage shall be exclusive of porches, steps, walks, garages, carports, storage areas, etc., shall be constructed or located on any building lots.
3. No concrete block, concrete brick, asbestos siding or cinder block shall be used for the exterior of any residence constructed on any building lot herein conveyed, nor composition tar paper exterior dwelling shall be permitted, it being intended that only conventional frame or clay brick exteriors be constructed on the lots subject to these restrictions.
4. No part of any building erected on any lot herein conveyed shall be nearer than 25 feet to the front property line of said lot nor nearer than 10 per cent of the front width of said lot of any side boundary line. Provided, however, if the owner of two or more lots shall elect to use them for one residence, the boundary line or lines between the lots so used shall not be regarded as side boundary lines of said lots. In the event of the unintentional violation of any of the building line restrictions herein set forth the undersigned reserve the right by and with the mutual written consent of the owner or owners for the time being of the lots adjacent to said lot upon which violation has occurred thereby to change such restrictions accordingly, provided, however, that such change shall not exceed ten per cent of the marginal requirements of such building line restrictions.
5. On corner lots the side having the least frontage shall be considered the front lot line of said lot.
6. No house trailer, mobile home, tent, shack or temporary structure of any nature shall be located on any lot or used at any time as a residence.
7. No sign or billboard of any description shall be displayed on any lot other than private name plates or signs for identification of the residence and signs advertising the property for rent or for sale.
8. No fence in excess of five (5) feet in height shall be erected or permitted on any lot subject to these restrictions. No

Drawn by Avery C. Bordeaux

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fence or any portion of any fence erected shall be closer to the front lot line of any lot than the rear corner of any dwelling erected upon any building lot. All fences shall be wood, chain, chainlink or similar materials, and no wire fences of any nature shall ever be permitted.

9. All water used for human consumption shall be from sources approved by the North Carolina State Board of Health.

10. Until such time as municipal sewage is available, sewage disposal shall only be by septic tank to meet the approval of the North Carolina State Board of Health.

11. All building plans for residences must be approved prior to construction by the developers or an agent appointed by them.

12. Placement of wells and septic tanks must not interfere with previous installation of wells on adjacent lots.

13. No noxious or offensive trade or activity shall be carried on or maintained on any lot or any part of any lot, nor shall any use be made for any portion of said property which may be or become an annoyance or nuisance to the neighborhood.

14. No domesticated farm animals, fowl or rabbits shall be kept on the property.

15. In the event yards are not properly maintained they shall be cleaned up at the owner's expense. Unsightly, inoperative junk cars and like eyesores cannot be maintained on the property either prior to or after the residence has been erected.

16. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other covenants herein which shall remain in full force and effect.

17. All covenants and restrictions herein shall run with the land and shall be binding on all parties owning lots in said subdivision for a period of 20 years from the date hereof, at which time these covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of said lots not under legal disability, it is agreed to revoke or amend same.

18. 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 situate in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

19. The Developers reserve the right to subject the real property in this subdivision to a contract with Carolina Power & Light for the installation of street lighting which requires a monthly payment by each residential customer.

IN TESTIMONY WHEREOF, Bobby W. Harrelson and Jimmie L. Suggs, co-partners of Carolina Hanseatic, have hereunto set their hands and seals this the 2nd day of June, 1981.

CAROLINA HANSEATIC

By Bobby W. Harrelson (SEAL)
Bobby W. Harrelson, Partner

By Jimmie L. Suggs (SEAL)
Jimmie L. Suggs

STATE OF NORTH CAROLINA

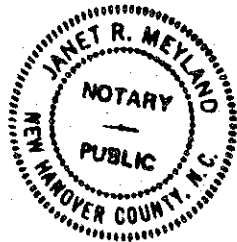
COUNTY OF NEW HANOVER

I, Janet R. Meyland, Notary Public of said State and County, do hereby certify that BOBBY W. HARRELSON and JIMMIE L. SUGGS personally appeared before me this day and each acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this 2nd day of June, 1981.

Janet R. Meyland
Notary Public

My commission expires 3-20-85



STATE OF NORTH CAROLINA

New Hanover County

The foregoing Certificate of _____

Janet R. Meyland, a

Notary Public

is certified to be correct.

This the 5th day of June 19 81

Rebecca P. Tucker, Register of Deeds

By Linda P. Alston
Deputy