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STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

1433 1590

DECLARATION OF RESTRICTIONS
OF
DUTCH SQUARE INDUSTRIAL PARK

THIS DECLARATION, made this 14th day of October, 1988,
by LANDMARK ORGANIZATION, INC., a North Carolina corporation,
hereinafter called "DECLARANT";

W I T N E S S E T H:

THAT WHEREAS, DECLARANT is the Owner of certain tracts of
land located in Harnett Township, New Hanover County, North
Carolina and more particularly described in those certain deeds
to DECLARANT from Dutch Square, Ltd., as reflected upon the
public records of New Hanover County, reference to which is
hereby made; and

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WHEREAS, certain portions of said land is zoned for in-
dustrial use and DECLARANT is desirous of subjecting certain
parts thereof to the protective covenants and restrictions
hereinafter set forth, each of which is for the use and benefit
of such property subjected hereto and for each Owner thereof, and
shall inure to the benefit of and pass and run with such land,
and shall apply to and bind all Owners of tracts subjected to
these Restrictions and their successors in interest.

PROVIDED, HOWEVER, THAT NO PART OF THE LANDS REFERRED TO
HEREIN SHALL BE SUBJECTED TO THIS DECLARATION OF RESTRICTIONS
UNLESS THE DECLARANT, IN ITS DEED OF CONVEYANCE TO THE ORIGINAL
PURCHASERS THEREOF SPECIFICALLY SUBJECTS THE LANDS THEREIN
CONVEYED TO THIS DECLARATION OF RESTRICTIONS BY PLACING UPON SAID
DEED OF CONVEYANCE LANGUAGE SUBSTANTIALLY AS FOLLOWS: "THE LANDS
HEREIN CONVEYED ARE HEREBY MADE SUBJECT TO THAT DECLARATION OF
RESTRICTIONS FOR DUTCH SQUARE INDUSTRIAL PARK AS RECORDED IN BOOK
1433, AT PAGE 1590 OF THE NEW HANOVER COUNTY REGISTRY."

NOW, THEREFORE, the DECLARANT hereby declares that lands
subjected hereto are and shall be held, transferred, sold and
conveyed subject to the protective covenants and restrictions set
forth below.

1. Unless the context otherwise specifies or requires, the

RETURNED TO *Jr. Jack*

RYALS, JACKSON & MILLS
WILMINGTON, NORTH CAROLINA 28402-0147

terms defined in this paragraph shall, for all purposes of this Declaration, have the meanings specified:

A. Declarant: shall mean LANDMARK ORGANIZATION, INC., together with its successors and assigns.

B. Owner: shall mean any person, firm, partnership or corporation legally owning a fee simple interest in any portion of the property subjected hereto, including tenants, as defined herein.

C. Tenant: shall mean a person, firm, partnership or corporation legally possessing a leasehold interest in any portion of the property subjected hereto or improvements thereon.

D. Property: shall mean any and all real property subjected hereto in the manner hereinabove described.

E. Building: shall mean and include the main portion of a structure built for permanent use on the property, together with all projections and extensions thereof, including but not limited to garages, outside platforms and docks, carports, canopies, shelters, storage areas and porches.

F. Improvements: shall mean and include, without limitation, buildings, outbuildings, roads, driveways, parking areas, fences, retaining walls, screening walls, signs, loading areas, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles and all other structures or landscaping.

G. Shall: The word "shall" wherever used herein, shall always be mandatory and never discretionary.

2. All property subjected hereto shall be used for industrial, office, commercial or warehousing purposes only.

3. No property subjected hereto may at any time be used for the manufacture, storage, distribution or sale of any products or items which shall constitute an unusual hazard to the environment or adjoining properties, or for any business which constitutes a nuisance or causes the emission of gases or odors injurious to persons or property, or for any purpose or use in violation of the laws of the United States, the State of North Carolina or New Hanover County.

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4. a. All buildings must meet the requirements of the codes for the State of North Carolina and the County of New Hanover applicable thereto.

b. All buildings shall be constructed to have a minimum setback of fifty (50') feet from any street right of way to the face of the building. Notwithstanding the foregoing, lots of less than two hundred fifty (250') feet in depth shall have a minimum setback of thirty (30') feet unless specifically approved in writing by the DECLARANT.

c. All buildings shall be constructed to have a minimum setback of fifteen (15') feet from any property line (other than a street right of way) to the face of the building.

5. THE FOLLOWING ITEMS SHALL BE SUBMITTED TO DECLARANT FOR REVIEW AND APPROVAL THEREOF SHALL BE RECEIVED FROM DECLARANT PRIOR TO ANY CONSTRUCTION OR IMPROVEMENTS TO THE PROPERTY:

a. Land Plan for the property, including the following:

(1) Location and orientation of structure

(2) Circulation

(a) Traffic flow and parking

(b) Loading areas

(c) Service areas

(3) Landscape and planting plan

(b) Site Engineering Plan for the property

(c) Architectural Plans for the property

including the following:

(1) Building Plans

(2) Elevations

(3) Specifications

(4) Signs

(5) Exterior Lighting

(6) Dumpster location and screening

No out-buildings of temporary or permanent character shall be built or allowed to remain on the property unless specifically approved by DECLARANT.

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Loading docks shall be set back and located to minimize the effect of their appearance from neighboring property. DECLARANT may require screening.

6. Garbage and refuse containers will be concealed and contained within buildings, or shall be concealed by means of a screening wall or material similar to and compatible with that of the building. These elements shall be integral with the concept of the building plan, be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible. Unless specifically approved by DECLARANT no materials, supplies or equipment shall be stored on the property except inside a closed building. No outside storage or displays shall be allowed on the property unless specifically approved in writing by DECLARANT.

7. All secondary power lines and communication lines on any site shall be placed underground and no portion of any line shall be situated so as to be in public view unless specifically approved by DECLARANT.

8. a. All parking areas, driveways and roads must be paved and must meet the requirements of the respective codes for the County of New Hanover applicable thereto. Variances from this requirement may be made with specific written permission of DECLARANT.

b. All parking areas and driveways shall be constructed to have a minimum setback of ten (10') feet from any street right of way.

c. All parking areas and driveways shall be constructed to have a minimum setback of three (3') feet from any property line other than a street right of way.

d. Loading areas shall not encroach into setback areas or be visible from any street unless approved by DECLARANT.

9. Lots may be combined and lot lines altered with approval from DECLARANT. Lots may be subdivided in order to create additional lots with approval in writing from DECLARANT. Notwithstanding the foregoing, the DECLARANT or its assigns may

combine lots, alter lot lines or create additional lots.

10. In no event shall more than sixty (60%) percent of the area of any lot may be covered by buildings.

11. PROPERTY OWNERS SUBJECTED HERETO SHALL AT ALL TIMES KEEP THEIR PROPERTY AND THE BUILDINGS, IMPROVEMENTS AND APPURTENANCES THEREON IN A SAFE, CLEAN AND WHOLESOME CONDITION AND COMPLY IN ALL RESPECTS WITH GOVERNMENT HEALTH AND POLICE REQUIREMENTS. FURTHER, PROPERTY OWNERS SHALL REMOVE, AT THEIR OWN EXPENSE SUCH RUBBISH OF ANY CHARACTER WHATSOEVER WHICH MAY ACCUMULATE ON HIS PROPERTY.

IN THE EVENT ANY OWNER OR LESSEE OF ANY PROPERTY SUBJECTED HERETO, FAILS TO KEEP GRASS AND WEEDS CUT ON HIS PROPERTY, DECLARANT MAY HAVE THE GRASS OR WEEDS CUT AND CHARGE SUCH EXPENSES TO THE OWNER OR LESSEE.

12. No mast or tower for an antenna, whether transmitting, receiving, or both, shall be placed on any site or building unless specifically approved by DECLARANT. In no event shall an antenna have a wooden mast or tower.

13. No storage tanks, including but not limited to those used for storage of water or propane gas, shall be permitted on the property] except as specifically approved by DECLARANT.

14. No mailboxes shall be permitted on the property except as specifically approved by DECLARANT.

15. All street and site lighting shall be approved by DECLARANT. Owner will be obligated for monthly light and maintenance bills for any street lights on its land or adjacent street right of way.

16. No damaged vehicles shall be parked or stored in open areas of the property. Delivery vehicles (trucks, trailers, and/or vans) shall not be allowed to remain in the parking area located in front of any building for extended periods of time. No on-street parking shall be allowed by any firm or business.

17. All property shall be landscaped according to plans approved by DECLARANT within ninety (90) days following occupancy

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or completion of the building whichever first occurs. All shrubs, trees, grass and plantings of every kind shall be kept neatly trimmed, properly cultivated and free of trash and other unsightly material. Appropriate provisions shall be provided by Owner for watering and other maintenance of the grounds.

18. No livestock and/or poultry shall be allowed either temporarily or permanently on any property subject hereto.

19. Hobbies or activities that tend to detract from the aesthetic character of the property and improvements used in connection with such hobbies or activities shall not be permitted in open areas unless carried out or constructed as directed by DECLARANT. This paragraph is intended to include, but not be limited to, such activities as automotive repair, boat repair and sports equipment placed on the property.

20. All signs for advertising or otherwise must be approved by DECLARANT.

21. No improvement on the property shall be used for shopping center and/or retail food sales without the approval of DECLARANT.

22. The property shall not be used in any manner to explore for or to use any oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance or other mineral of any kind.

23. The rights and duties granted DECLARANT herein may be assigned and/or delegated at a later date to a Committee appointed by the DECLARANT.

24. During reasonable hours, DECLARANT and any member of any future Committee or any authorized representative of either of them shall have the right to enter upon and inspect any building or other improvement of the property for the purpose of ascertaining whether or not the provisions of these covenants and agreements have been or are being complied with and such persons shall not be deemed guilty of trespassing by reason of such entry.

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25. All property Owners subjected hereto must at all times maintain and keep open the drainage ditches if any, running along the boundaries of their properties, to their original construction depth, and comply with the requirements of the New Hanover County Board of Health.

26. a. Whenever required herein approval shall be requested by Owner by submitting the same in writing to DECLARANT at 4000 Oleander Drive, Wilmington, North Carolina, 28403, or at such other place as shall be from time to time designated by DECLARANT. Approval shall not be considered granted unless specifically given in writing by DECLARANT.

b. Neither DECLARANT nor its successors or assigns, shall be liable in damages to Owner by reason of mistakes in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any plans. Every person who submits plans to DECLARANT agrees that by submission thereof, that he will not bring any action or suit against DECLARANT to recover any such damages.

27. a. The covenants and restrictions contained herein are to run with the land and shall be binding on Owner and all persons claiming under them for a period of thirty-five (35) years from the date of recording. DECLARANT reserves the right to waive minor violations of these restrictions by an instrument in writing specifying and describing the violation waived, without the joinder of any party.

b. Every Owner or person who now or hereafter owns or acquires any rights, title or estate in any portion of the property is and shall be conclusively deemed to have consented and agreed to every covenant and restriction contained herein whether or not reference to this Declaration is contained in the instrument by which such Owner or person acquired an interest in said property.

28. The DECLARANT, its successors or assigns, or any owner of any property made subject to these Restrictions may bring an action in law or in equity to enforce compliance with these

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Restrictions, but neither DECLARANT nor any other owner shall have any liability at law or in equity to any other property owner or lessee of any property for failure to enforce against any third owner or lessee the Restrictions contained herein. These Restrictions shall be binding upon and inure to the benefit of the successors, assigns, lessees, heirs and grantees of the parties hereto.

ANY VIOLATOR SHALL PAY TO THE PERSON SEEKING ENFORCEMENT OF THE PROVISIONS HEREOF, COSTS OF COURT, REASONABLE ATTORNEYS FEES, AND OTHER COSTS INCURRED IN SEEKING SUCH ENFORCEMENT.

29. Nothing herein shall be construed as an agreement by DECLARANT, its successors and assigns to impose these or any other restrictions on any other property, it being understood and agreed that DECLARANT, its successors and assigns may include or exclude other property owned by it or to be acquired by it in the vicinity of Dutch Square Industrial Park.

30. Invalidity of any one of the covenants or restrictions or any part thereof by judgment or court order shall no wise affect any other provision hereof.

31. DECLARANT specifically reserves the right to amend, add to, alter, delete or change any part of, or all of, the foregoing restrictive covenants by filing in the office of the Register of Deeds of New Hanover County, Declaration(s) of Amendment(s) to Restrictive Covenants for the property on or before January 1, 1992.

IN TESTIMONY WHEREOF, DECLARANT has caused this instrument to be executed and sealed in its corporate name by its President and attested by its Secretary, all on the day and year first above written.

LANDMARK ORGANIZATION, INC.

ATTEST:

Janet D. Wood
Assistant Secretary

By: *B. Dick Stephens*
VICE President

(AFFIX CORPORATE SEAL)



STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

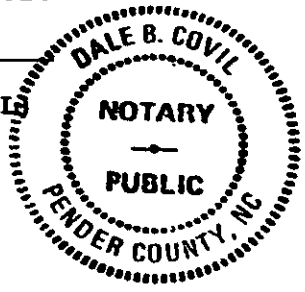
I, Dale B. Covil, a Notary Public of the
County of Pender and State aforesaid, do hereby
certify that SANDY D. WOOD,
personally came before me this day and acknowledged that he/she
is Assistant Secretary of LANDMARK ORGANIZATION, INC., and
that, by authority duly given and as the act of the corporation,
the foregoing instrument was signed in its name by its Vice
President, sealed with its corporate seal, and attested by
himself/~~herself~~ as its Assistant Secretary.

WITNESS my hand and notarial seal this 14th day of
October, 1988.

Dale B. Covil
Notary Public

My Commission Expires:
March 16, 1991

(AFFIX NOTARIAL SEAL)



STATE OF NORTH CAROLINA
New Hanover County
The Foregoing Certificate of _____
____ Dale B. Covil _____
____ Notary Public _____
is certified to be correct.
This the 14 day of Oct. 19 88

Rebecca P. Tucker, Register of Deeds
By Phyllis Crow _____
Deputy

/DUTCH
RESTRICT