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FILE NO.

DECLARATION OF RESTRICTIVE COVENANTS MAP 10 2 10 PM '79

EASTWIND SUBDIVISION, SECTION II LOIS C LERAY  
NEW HANOVER COUNTY, N. C. REGISTRAR  
NEW HANOVER CO., N. C.

(1) Definitions: As used in this declaration of Restrictive Covenants, The Following Terms Shall Mean:

- (a) "Business Properties" means Business Properties, Inc. and the successors of such Corporation.
- (b) "Record or Recording" refers to record or recording with the Register of Deeds for New Hanover County, North Carolina.
- (c) "Property" generally means the lands known as Eastwind Sub-Division, Section II. All lots in Section II are depicted on the map thereof recorded in Map Book 19 at Page 16 in the office of the Register of Deeds of New Hanover County.
- (d) "Residential lots" or "lots" means those numbered lots shown as lots 45 thru 68, inclusive as shown on the above map.
- (e) "Restrictions" shall mean the restrictions as set forth in this Declaration of Restrictive Covenants.

(2) Applicability: These Restrictions shall apply to all residential lots in Eastwind, Section II.

(3) Building and Site Improvements:

- (a) No building, fence, wall, or other structure shall be erected, placed or altered on any lot, until the proposed building plans, specifications, exterior finishes, site plan, showing location of such building or structure, including the location of wells and septic systems, and construction schedule shall have been approved in writing by Business Properties or its Designated Representative. Refusal or approval of any such plans, location or specifications may be based by Business Properties on any ground, including purely aesthetic and environmental considerations that in the sole and uncontrolled discretion of Business Properties shall seem sufficient.
- (b) It shall be the responsibility of each lot owner to provide, install and maintain adequate culverts or drainage pipes, acceptable to New Hanover County or other appropriate municipal or governmental authority, beneath the driveway or driveways serving his lot at such locations as may be necessary to accomodate the flow of surface water from said lot in accordance with the street drainage plan. No construction or alteration of a lot shall be permitted if the effect of the same would affect the street drainage plan.
- (c) Construction activity on a lot shall be confined within the boundaries of said lot. Each lot owner shall have the obligation to collect and dispose of all rubbish and trash resulting from construction of his lot. Upon a lot owner's failure to collect and dispose of such trash within thirty (30) days after receipt of written notice from Business Properties, Business Properties may collect and dispose of such rubbish and trash at the lot owner's expense.

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*R. E. Hoffman*

(4) Approval of Plans:

- (a) No house plans will be approved unless the proposed house will have a minimum required square footage of enclosed dwelling area. Such minimum requirements for each lot will normally be specified in each deed, and shall be at least 1,600 square feet of enclosed dwelling area. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas. If said dwelling includes an attached garage accomodating 1 or more standard size cars, and said garage has its main door opening on the side or rear of lot, then a minimum of 1,500 square feet of dwelling will be permitted. If for any reason any deed recorded might not specify the minimum required square footage of the enclosed dwelling area, the minimum for said house will be 1,600 square feet. However, if the footage in the deed specifies otherwise, such amount shall be controlling.
- (b) Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines are established by these Restrictions. In order to assure, however, that the foregoing considerations are given maximum effect, Business Properties reserves the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot.
- (c) Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facilities.
- (d) No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling not to exceed two and one-half (2 1/2) stories in height, and one or more small accessory buildings (which may include a detached private garage, but not garage apartments), provided further, that such buildings are not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building, and shall be approved as provided in paragraph 3 (a) above.
- (e) No animals shall be kept on the property other than household pets.

(5) Residential Use:

- (a) All lots shall be used for residential purposes exclusively. No home business or occupation shall be permitted.

- (b) No trailer, tent or other structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by a contractor during the construction of a main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.
  - (c) No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.
- (6) Maintenance:
- (a) It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.
  - (b) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.
- (7) Subdividing:
- (a) No lot shall be subdivided, or its boundary lines changed except with the prior written consent of Business Properties. However, Business Properties hereby expressly reserves to itself, its successors and assigns, the right to replat any two (2) or more lots shown on the recorded plat of the subdivision in order to create a modified building lot or lots; and to take such steps as are reasonably necessary to make such replatted lot suitable and fit as a building site, said steps to include, but not be limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of the said replatted lots, provided that no lot originally shown on the recorded plat is reduced by more than twenty (20) per cent from its original size.
- (8) Covenants Run With The Land: All covenants, restrictions and affirmative obligations set forth in these Restrictions shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of Business Properties, for a period of ten (10) years from the date hereof after which time all said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by

the owners of a majority of the lots (not including mortgagees or trustees under deeds of trust) substantially affected by such changes in covenants, has been recorded, agreeing to change said covenants in whole or in part.

- (9) Violations: In the event of a violation or breach of any of these restrictions by any lot owner, or agent of such owner, Business Properties or the owner of any other property in Eastwind, Section II, or any of them jointly or severally shall have the right to proceed at law or equity to compel a compliance to the terms hereof or to prevent the violation or breach. In addition to the foregoing, Business Properties shall have the right, whenever there shall have been built on any lot any structure which is in violation of these Restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notices of such violation exists, and it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservations, restrictions, or condition contained in these Restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior to subsequent thereto, and shall not bar or affect its enforcement. \
- (10) Invalidation: The invalidation by any court, agency or legislation of any provision of these Restrictions shall in no way affect any of the other provisions of these Restrictions, but they shall remain in full force and effect.
- (11) Modification: Business Properties, specifically reserves the right to amend or change any part or all of the Restrictions, covenants and conditions herein set out by the filing in the Office of the Register of Deeds of New Hanover County a declaration of amended restrictive covenants, which such amendments, modifications or additions to the restrictive covenants, contained in this Declaration shall be made applicable only to lots conveyed subsequent to the recording of such declaration of amended restrictive covenants.

IN WITNESS WHEREOF, Business Properties, Inc. has caused this Declaration of Restrictive Covenants to be signed in its corporate name by its Vice President, ATTESTED by its ASST Secretary, and its corporate SEAL to be hereto affixed, all this 9<sup>th</sup> day of May, 1979.

BUSINESS PROPERTIES, INC.

By: [Signature]  
Vice President

ATTEST: [Signature]  
Secretary



STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Pauline Yeager, a Notary Public, hereby certify that Jake V. Hardie personally came before me this day and acknowledged that he is asst. Secretary of BUSINESS PROPERTIES, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was duly signed in its name by its <sup>vice</sup> PRESIDENT, sealed with its corporate seal, and attested by Jake V. Hardie as its <sup>Asst.</sup> SECRETARY.

WITNESS my hand and notarial seal, this the 9th day of May, 1979.

Pauline Yeager  
Notary Public

My commission expires:



STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

The foregoin certificate of Pauline Yeager a Notary Public of New Hanover County is hereby certified to be correct.

THIS the 10th day of May, 1979.

Lois C. LeRay  
REGISTER OF DEEDS, New Hanover County

Lois C. LeRay

By: D. Nancy C. Keedy  
Deputy

Received and Recorded  
5-10-79 at 2:40 PM

Lois C. LeRay  
Register of Deeds