

STATE OF NORTH CAROLINA)

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COUNTY OF NEW HANOVER)

DECLARATION OF RESTRICTIONS
ECHO EAST SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Wachovia Mortgage Company, a North Carolina corporation with its principal office in Winston-Salem, North Carolina, herein called "Owner", is the owner of all that land designated and known as Echo East Subdivision, as shown on that certain plat recorded in Map Book 18, Page 107 (Map No. 1, Lots 1 - 35 and Lots 100 - 154), New Hanover County Registry; and

WHEREAS, Owner desires to provide for stability and appeal in the development of said land;

NOW, THEREFORE, Owner hereby covenants and agrees to and with all persons, firms and corporations now owning or hereafter acquiring any of the numbered lots included on said plat, that all of said numbered lots shall be and the same now are, to the extent hereinafter defined and described subject to the following restrictions as to the use thereof, running with said land by whomsoever owned, to-wit:

1. DEFINITIONS: As used in this Declaration of Restrictions, the following terms shall mean:

- (a) The "Owner" means Wachovia Mortgage Company, its successors and assigns.
- (b) "Restrictions" shall mean the restrictions and covenants set forth in this Declaration of Restrictions.

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NEW HANOVER CO., N.C.

2. LAND USE AND BUILDING TYPE: No numbered lot shall be used except for residential purposes or contain less than 5,000 square feet. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than two cars, which private garage may contain living quarters for occupancy by domestic servants of the lot owner only, and such other outbuildings as may be reasonably appurtenant to the dwelling provided the same are constructed in line with the general

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architectural design and construction standards used in the dwelling itself. No residence containing less than 1,200 square feet of living area for a one-story dwelling or less than 700 square feet of living area on the first floor of a one and one-half story dwelling or a two story dwelling shall be constructed or located on any lot.

3. BUILDING LOCATION: No building shall be located on any lot nearer than 15 feet from the front lot line (or forward of the established front building line), nearer than 15 feet from any side street line (where a corner is involved, "front lot line" shall be deemed to be that line toward which the main structure fronts), nearer than a distance equalling ten percent (10%) of the average width of the lot (for each side yard) or nearer than 25 feet from the rear lot line.

4. RE-SUBDIVISION OF LOTS: No lot shall be resubdivided unless such part of the subdivided lot becomes part of a whole lot and the remainder of the subdivided lot becomes a part of another whole lot.

5. EASEMENTS: Easements and rights-of-way for installations and maintenance of drainage facilities and utilities are reserved as shown on the recorded plat. The Owner shall have no responsibility for maintaining the aforementioned easements in connections with any lots sold. All maintenance within said easements shall be the responsibility of the purchaser of a lot, his heirs, successors and assigns, except for those improvements for which a public authority or utility company is responsible. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of drainage facilities or which may change the direction or flow of drainage channels within the easements.

6. ERECTION OF FENCES: No fence shall be erected on any lot nearer the front lot line than the minimum building set-back line, and no fence, wall or hedge higher than 8 feet shall be erected or maintained on any lot. No chain link or hurricane fences shall be allowed in the front yard of any lot.

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7. GARBAGE AND REFUSE DISPOSAL: No lot or parcel of land shall be used as a dumping ground for rubbish, trash or garbage or as an area for abandoning, storing, dismantling and/or repairing automobiles, trucks, or other vehicles.
8. SIGNS: No advertising signs or billboards shall be erected or otherwise displayed to the public on any lot except that one sign of not more than five square feet in area may be used to advertise the property for sale or rent, which signs can be placed only on the front half of any lot. This covenant shall not apply to signs used to identify and advertise the subdivision as a whole.
9. SEWAGE DISPOSAL: No septic tank shall be installed on any lot.
10. WELLS: No private water wells may be drilled or maintained on any residential lot without the prior written consent of the Owner.
11. NUISANCES: No noxious or offensive 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.
12. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots except for dogs, cats or other household pets, which may be not kept, bred or maintained for any commercial purposes. All dogs kept on any lots must be kept in a fenced-in area or leashed at all times while outside the dwelling located on any lot covered hereby.
13. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, mobile home, basement, tent, shack, temporary garage, barn or other outbuilding shall be located on any lot or used on any lot at any time as a residence either temporarily or permanently.
14. SIGHT LINE LIMITATIONS: No fence, wall, hedge or shrub planting which obstructs any sight lines shall be placed or permitted to remain on any corner lot. No tree or shrub shall be permitted to remain within any sight line distance unless the foliage is maintained at a sufficient height to prevent obstruction of such sight lines.

15. PARKING OF VEHICLES: No boats, motorcycles, campers, tractor-trailers or junk vehicles of any type shall be parked on any lot unless the same shall be concealed from view of the general public and adjacent lot owners.


16. 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 these covenants are recorded, after which time 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 agreeing to change said covenants in whole or in part has been recorded.

17. AMENDMENTS: It is understood and agreed, and the present Owner and all subsequent Grantees of the present Owner expressly agree by the acceptance of land or lot within the above restricted area, that any or all of the above restrictive covenants set forth may be released, changed, modified, or amended, with respect to all lots, or with respect to one or more specific lots by a recorded instrument executed by at least 80% of the then lot owners.

18. ENFORCEMENTS: It shall be lawful for the Owner or any person or persons owning real property situated in said subdivision to enforce these covenants by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, said enforcement proceeding being either to restrain or to recover damages.

19. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Wachovia Mortgage Company has caused this Declaration of Restrictions to be sealed with its corporate seal, signed in its name by its Vice President and attested by its Assistant Secretary, the day and year first above written.

ATTEST, 
Ann J. Barton
Assistant Secretary

WACHOVIA MORTGAGE COMPANY (OWNER)

By: John H. Carledge (SEAL)
Vice President

(CORPORATE SEAL)

STATE OF NORTH CAROLINA)
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COUNTY OF FORSYTH)

I, Jean H. Hartman, a Notary Public in and for the said County and State certify that Ann J. Barton personally came before me this day and acknowledged that she is Assistant Secretary of WACHOVIA MORTGAGE COMPANY, 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 Vice President, sealed with its corporate seal and attested by herself as its Assistant Secretary.

Witness my hand and notarial seal, this 10th day of October,

1978.



My commission expires:

February 20, 1983

STATE OF NORTH CAROLINA)
)
COUNTY OF NEW HANOVER)

The foregoing certificate of Jean H. Hartman, a Notary Public, is hereby certified to be correct.

This 13th day of October, 1978.

Drawn By: Wachovia Mortgage

Lois C. LeRay, Register of Deeds

By: Suzanne R. Joiner, Deputy

Received and Recorded
10/13/78 at 10.53AM

Lois C. LeRay
Register of Deeds *BC*