

4. 10
4. 90

STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

DECLARATION OF RESTRICTIONS
EL OGDEN

THIS DECLARATION OF RESTRICTIONS, made this the 19th day of September, 1973, by QUEENS POINT DEVELOPMENT CORPORATION, a North Carolina corporation with its principal place of business in New Hanover County, North Carolina, hereinafter referred to as the "Developer";

WITNESSETH:

WHEREAS, Developer is the owner of all lots in EL OGDEN as shown upon the map of said subdivision recorded in the New Hanover County Registry in Map Book 14, at Page 42; and

WHEREAS, it is the desire of Developer, for itself, its successors and assigns, to declare the following restrictions to be applicable to said lots in order to provide for a uniform development of said property in order to preserve its value and to protect the present and future owners thereof;

NOW, THEREFORE, the said Developer, for itself, its successors and assigns, do hereby declare that the following restrictions shall apply to all lots in EL OGDEN as shown upon said map, and that said restrictions shall be binding upon all parties claiming title to any of said lots under Developer:

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 shall be constructed or located on any lot smaller than 1000 square feet, when measured by exterior brick work, which square footage shall be exclusive of porches, steps, walks, garages, carports, storage areas, etc.

3. No lot shall be re-subdivided 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.

4. No part of any building erected on any lot shall be nearer than 30 feet to the front property line of said lot, nor nearer than 10% of the front width of said lot to any side boundary line.

5. 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, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. No sign or billboard of any description shall be displayed on any lot, other than private name plates or signs for identification of the resident, and signs advertising the property "FOR RENT" or "FOR SALE".

SEP 19 3 50 PM '73

7. No water well shall be drilled on any lot without the written permission of Essential Utilities, Inc., or such other company as may be approved and designated by the Developer. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear ten (10) feet of each lot, and easements for drainage and utilities are reserved as shown and designated on the plat of said property hereinabove referred to. The Developer shall have no responsibility for maintaining all drainage easements in connection with any lots sold. All maintenance shall be the responsibility of the purchaser of a lot, his heirs, successors and assigns. Within said 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, or which may change the direction of flow of 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.

8. 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 25 years from the date hereof, at which time these covenants shall be automatically extended for successive periods of ten (10) 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.

9. Sewage disposal shall meet the approval and comply with the regulations of the North Carolina State Board of Health.

10. 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.

11. No noxious or offensive trade or activity shall be carried on or maintained on any lot or part of any lot, nor shall any use be made of any portion of said property which may be or become an annoyance or nuisance to the neighborhood. No domesticated farm animals or fowls shall be kept on the property. Unsightly inoperative junk cars and like eyesores cannot be maintained on the property either prior to or after the residence has been erected.

12. 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 prevent him or them from so doing or to recover damages or other dues for such violation.

13. The design of all buildings which shall be erected on the above property shall be subject to the approval of the Developer, or its nominee; and upon written request by a lot owner for approval of plans, 10 days shall be allowed for the approval or disapproval, and in the event of failure to act within the 10-day period, such failure shall be deemed to be approval of the plans.

14. Queens Point Development Corporation, for itself, its successors and assigns, does hereby reserve the right to amend or alter the restrictions contained in these Articles so as to provide for minor violations thereof. The term "minor violation"

shall not be interpreted to include any violation in excess of ten per cent (10%) of the minimum restriction. Such amendment or alteration may be made by written consent of Queens Point Development Corporation, its successors and assigns, and the owner or owners from time to time of the plot or plots upon which such restrictive covenants are to be changed.

IN TESTIMONY WHEREOF, the said QUEENS POINT DEVELOPMENT CORPORATION has caused this instrument to be executed by its proper corporate officers on _____ day and year first hereinabove written.



QUEENS POINT DEVELOPMENT CORPORATION
By: A. S. Killingsworth, Jr.
A. S. Killingsworth, Jr., President

Ronald D. Rowe
Assistant Secretary

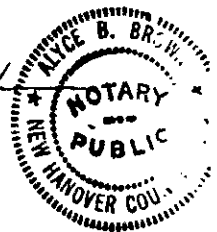
STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

I, Alyce B. Brown, a Notary Public, hereby certify that RONALD D. ROWE, personally came before me this day and acknowledged that he is Assistant Secretary of QUEENS POINT DEVELOPMENT 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 himself as its Assistant Secretary.

WITNESS my hand and notarial seal, this the 19th day of September, 1973.

My commission expires:
February 13, 1977

Alyce B. Brown
Notary Public



(Drawn by Ronald D. Rowe, Attorney at Law)

STATE OF NORTH CAROLINA
New Hanover County
The foregoing Certificate of _____
Alyce B. Brown
Notary Public
is certified to be correct.
This the 19 day of Sept., 19 73
Drawn By Ronald D. Rowe

Lois C. LeRay, Register of Deeds
By: Lois C. LeRay
Reg.

Received and Recorded
September 19, 1973 at 3:50 PM
Lois C. LeRay
Register of Deeds