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1127 1817 *W O Kipals*
Att. at 1/2 am
Ed. Nov. 35
Wilmington, N.C.

ADMITTED TO RECORD
MAR 22 2 33 PM '78
LOUIS CLERAY
REGISTRAR
NEW HANOVER CO., N. C.

STATE OF NORTH CAROLINA : DECLARATION OF RESTRICTIONS
COUNTY OF NEW HANOVER : EQUESTRIAN ESTATES, LTD.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Equestrian Estates, Ltd., in connection with the development of a subdivision known as EQUESTRIAN ESTATES in New Hanover County, North Carolina does hereby place the following restrictions and covenants upon the following lots or tracts of land shown on that map or plat recorded in the New Hanover County, North Carolina Regist in Map Book 18 at Page 66 entitled "Section 1 Equestrian Estates" by Jack G. Stocks, R.L.S. dated December 1977, said lots subject to these restrictions being designated as follows: LOTS 6, 8, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 25 and 27.

1. All tracts or lots shown on the above referenced plat shall be used for residential purposes only, and no dwelling shall be erected on the property other than a single family dwelling not to exceed two and one-half stories in height. After a principal residence is built and occupied there may be erected a garage, guest house, greenhouse, hobby workshop, barn or stable as permitted by the New Hanover County Zoning Ordinance.

2. No building may be erected nearer than twenty-five (25) feet to the front road right-of-way, or nearer than fifteen (15) feet to an adjoining side or rear property line.

3. No dwelling erected on said tract shall have less than 1,200 square feet of interior living space, exclusive of open porches, garages, carports, or other outbuildings, unless approved by Equestrian Estates, Ltd., and then only a ten (10%) per cent variance may be approved.

4. Lots or tracts shall not be subdivided unless the parts of the subdivided lots or tracts become part of another whole lot or tract unless Equestrian Estates, Ltd., or its representative herein specified, joins in the execution of the deed of conveyance or division for the specific purpose of consenting to the subdivision of said lot or tract or the sale of part thereof.

5. No building shall be erected on any lot or tract until the plans and location thereof shall have been approved by Equestrian Estates, Ltd. In the event of the failure of Equestrian Estates, Ltd., or its representative herein specified, to approve or disapprove any plans within ten (10) days after said plans have been

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presented to it, or its representative herein specified, such approval shall not be required, provided all other provisions of this declaration shall have been complied with and the plans and location of said building are in harmony with the other buildings then existing in the subdivision.

6. The dwelling built on said tract must be of wood, stone, brick, brick-veneer, tile and stucco, concrete and stucco or a combination of such materials as might be approved by Equestrian Estates, Ltd., or its representative herein specified, and of architectural designs appropriate to the area. No mobile home or other building may be moved onto said tract. Attached garages must be constructed of the same materials specified for dwellings. Barns, detached garages, greenhouses, hobby workshops or stables, if applicable, may be constructed of suitable and attractive materials which complement the overall appearance of the property. Any and all other buildings or structures on said tract of land shall be located to the rear of the dwelling.

7. It is understood and agreed that the owners of lots or tracts of land subject to these restrictions may keep horses and ponies on said property, provided, however, that such use must be in compliance with the New Hanover County Zoning Ordinance, but no other livestock may be kept on said property, it being the specific intention of this restriction that poultry and livestock shall not be kept and raised on said property.

8. No fence or other obstruction shall be erected on any easement area, or blocking access to any easement area from adjoining tracts, streets, roads or easements so that the easements may always be open to and for public use. At no time are the easements to be used by motorcycles, trail bikes, or other noisy or fast motorized means of transportation.

9. It shall be the obligation of the owners of lots or tracts to provide, install and maintain adequate culverts or drain pipes beneath their driveways as might cross the ditch line at the front of their tract and any drainage they might put in across easements in order that the natural flow of drainage will not be at any time blocked or impeded along the road or easements. In no instance shall said drainage pipe be less than twelve (12) inches in diameter.

10. Until such time as municipal sewerage is available, sewerage disposal shall only be by septic tank to meet the approval of the New Hanover County and/or the N.C. State Board of Health, and water is to be provided by individual wells.

11. Equestrian Estates, Ltd. reserves unto itself a perpetual, alienable and releasable easement and right of way on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, television cable facility, gas, sewer, water or other public conveniences or utilities on, in or over the rear 20 feet of said tract, the front 10 feet of said tract and 10 feet along each side of said tract. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of

the soil, or to take any other similar action reasonably necessary in the opinion of Equestrian Estates, Ltd. to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

Equestrian Estates, Ltd. shall have no responsibility for maintaining any drainage easements in connection with lots or tracts. All maintenance shall be the responsibility of the owners of lots or tracts, or their heirs, successors and assigns. Within the easements reserved to Equestrian Estates, Ltd. no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of drainage channels in the easements. The easement area of all lots or tracts and all improvements in it shall be maintained continuously by the owner of the lot or tract except for those improvements for which a public authority or utility company is responsible.

12. If the owner of any lot or tract or land, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for Equestrian Estates, Ltd. or any other person or persons owning any adjoining lot or tract of land or lot or tract of land having common road frontage opposite said tract of land to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenants and either prevent him or them from so doing or recover damages or other dues for such violation.

13. Invalidation of any one or more of these covenants by judgment or court order shall not be deemed to affect any of the other provisions which shall remain in full force and effect.

14. Approval by Equestrian Estates, Ltd., or notice to Equestrian Estates, Ltd., shall be conclusively deemed given if given by or to a general partner of Equestrian Estates, Ltd. or to G. A. Ryals, Attorney at Law, P. O. Box 135, 209 North Fifth Avenue, Wilmington, North Carolina 28403 either in person or by Certified Mail, return receipt requested.

IN WITNESS WHEREOF, EQUESTRIAN ESTATES, LTD., has caused this instrument to be signed by one of its general partners, the day and year first above written.

EQUESTRIAN ESTATES, LTD.

By G. A. Ryals (SEAL)
General Partner

STATE OF NORTH CAROLINA :

COUNTY OF NEW HANOVER :

I, Kathryn Crutchfield, a Notary Public in and for the State and County aforesaid, hereby certify that Joan E. Ryals, one of the General Partners in Equestrian Estates, Ltd., a limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and notarial seal, this 21st day of March, 1978.

Kathryn Crutchfield
Notary Public



My commission expires: 8-9-80

STATE OF NORTH CAROLINA
New Hanover County
The Foregoing Certificate of
Kathryn Crutchfield, a
Notary Public
is certified to be correct.
This the 22 day of March 19 78
Drawn By Granville A. Ryals

Lois C. LeRay, Register of Deeds
By Darlene J. Clark, Deputy

Received and Recorded
3/22/78 at 2:33 P.M.
Lois C. LeRay
Register of Deeds DC