

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

## DECLARATION OF RESTRICTIONS

## KNOW ALL MEN BY THESE PRESENTS:

That Contemporary Builders & Realty Corporation, a corporation created and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of Wilmington, North Carolina, is the present owner of all of the lots in FARMINGTON SUBDIVISION, SECTION I, does hereby covenant and agree to and with all persons, firms or corporations now owning or hereafter acquiring any property in the area hereinafter described, that all the lots shown upon a map of that certain subdivision known as FARMINGTON, SECTION I, which map is recorded in the Office of the Register of Deeds of New Hanover County, in Map Book 10 at Page 18 are hereby made subject to the following restrictions as to the use thereof running with said properties by whomsoever owned, to-wit:

1. **RESIDENTIAL AREA.** All lots in the said subdivision shall be known, described, and used as residential lots only.
2. **SIZE OF HOUSING UNIT.** The heated floor area of any housing unit (single or multi-family) shall not be less than 1,000 square feet for a one story housing unit (or units), nor less than 600 square feet on the ground floor for a housing unit (or units) of more than one story.
3. **BUILDING LOCATION.** No building excluding steps and unenclosed porches, shall be located on any lot nearer than 50 feet to the front street line. There shall be side yards with a width of not less than 10% of the average width of the lot.
4. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance or an annoyance to the neighborhood.
5. **TEMPORARY STRUCTURES.** No structure of a temporary character - trailer, mobile home, basement, tent, shack, barn, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
6. **ANIMALS.** No animals, livestock, or poultry of any kind shall be kept, raised or bred on any lot, except that dogs, cats or other domestic or household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.
7. **REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
8. **SEWERAGE DISPOSAL.** Until such time as a sewerage disposal system is available, such disposal shall only be by septic tank to meet the approval of the North Carolina State Board of Health. As soon as a sewerage disposal system is available, sewerage disposal shall only be by said system.
9. **FENCES.** There shall be no fence placed on any lot between the front of the residence and the street on which said residence faces.
10. **BUILDING DESIGNS.** The design of all buildings which shall be erected on any lot will be subject to the approval by the developer or its attorney in fact or a committee appointed by the developer or its attorney in fact. Upon written request by a lot owner for approval of plans, the developer or said committee shall have 10 days to approve or disapprove the plans. In the

event of failure to approve or disapprove within the 10 days, such approval will not be required, provided the design of the proposed building is in harmony with existing structures in the section. It is the express intention of the developers to maintain in this section a uniform plan of development with respect to design, size, type, cost and general appearance of the structures to be erected on the lots therein.

11. TIME PERIOD. 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 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

12. ENFORCEMENT. If any persons or parties claiming title to land in this subdivision 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 situated in said development of subdivision, to prosecute any proceeding at law or in equity against the persons or person violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation.

13. INVALIDATION. Invalidation of any of these covenants by judgment or court order shall not affect any of the other provisions and same shall remain in full force and effect.

In testimony whereof, Contemporary Builders & Realty Corporation has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all by order of the Board of Directors, this 31 day of May, 1968.

CONTEMPORARY BUILDERS & REALTY CORPORATION

BY: J R Reaves  
President



Camille S. Reaves  
Secretary

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Elizabeth J. Sales, a Notary Public in and for the State and County aforesaid do hereby certify that Camille S. Reaves personally appeared before me this day and acknowledged that he is Secretary of Contemporary Builders & Realty 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 the corporate seal, and attested by himself as its Secretary.

Witness my hand and notary seal this 31 day of May, 1968.

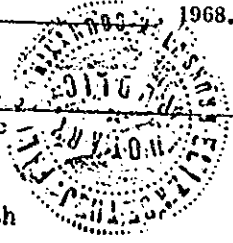
Elizabeth J. Sales  
Notary Public

My commission expires: August 30, 1968

STATE OF NORTH CAROLINA  
New Hanover County  
The foregoing Certificate of Elizabeth J. Sales... Brunswick...  
Notary Public of ~~XXXX~~ County, is certified to be correct.

This the 31st day of June, 1968  
Drawn by Franklin N. Jackson  
Atty.

Lois C. Jolley, Register of Deeds  
By Elizabeth  
Warrall, Reg.



Received and Recorded  
June 3, 1968 at 5:23 P.M.

Lois C. Jolley  
Register of Deeds