

STATE OF NORTH CAROLINA :

COUNTY OF NEW HANOVER :

This declaration, made this 22<sup>nd</sup> day of October, 1965, by PETER H. BRAAK and wife, MARY LOUISE BRAAK, GERRIT C. GREER and wife, SARAH BRADSHAW GREER, DIRK ARTHUR BRAAK and wife, ELIZABETH BATSON BRAAK, all of the County of New Hanover and State of North Carolina, and CONTEMPORARY BUILDERS & REALTY CORPORATION, a North Carolina corporation with principal office in Wilmington, North Carolina;

W I T N E S S E T H :

WHEREAS, there has been placed on record in Map Book 9, at Page 1, of the New Hanover County Registry, a map showing an area designated as Garden Place, which map was prepared by Gerrit C. Greer;

WHEREAS, the parties hereto are all of the owners of property within said area and propose to protect future owners and occupants of homes and dwellings located in said development from encroachment of undesirable buildings, undesirable building practices, and desire generally to preserve the same as an area for suitable, healthful and pleasant living conditions;

WHEREAS, the parties hereto propose and intend by this instrument to create certain restrictions upon said property which shall henceforth be binding upon themselves, their heirs and assigns, and upon future owners of lots of land lying within Garden Place;

NOW, THEREFORE, the parties hereto, for themselves, their heirs and assigns, do hereby declare that the following restrictions shall apply to all of the lots in Garden Place and shall be binding on all parties claiming by, through and under them:

1. All lots to be used for residential purposes and may not be used for commercial purposes, and no dwelling shall be erected on any lot other than one detached single family dwelling, not to exceed 2 1/2 stories in height, and a one or two-car garage.
2. No building shall be located on said lot nearer than 50 feet to the front of said lot, and no nearer than 10 feet from the sides of said lot, or nearer than 10 feet from the rear of said lot.

3. No noxious or offensive trade or activity shall be carried on or maintained upon 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.
4. No trailer, basement, tent, shack, garage or garage apartment, barn or other outbuilding erected on the lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
5. The plans and specifications of all buildings which shall be erected or moved on any lot shall be subject to approval by the developer, or his heirs, executors and administrators, and the lot cannot be subdivided without like approval, and no residence shall contain less than 1,200 square feet of living area.
6. That until such time as municipal sewerage system is available, sewerage disposal shall only be by septic tank to meet the approval of the North Carolina State Board of Health.
7. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, at which time said covenants shall be automatically extended for successive periods of 10 years, unless by vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.
8. If the parties hereby 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 estate situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation.
9. Invalidation of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, PETER H. BRAAK and wife, MARY LOUISE BRAAK, GERRIT C. GREER and wife, SARAH BRADSHAW GREER, DIRK ARTHUR BRAAK and wife, ELIZABETH BATSON BRAAK, have hereunto set their hands and seals the day and year first above written, and CONTEMPORARY BUILDERS & REALTY CORPORATION has caused these presents to be signed in its corporate name by its President, attested by its Secretary, and has caused its corporate seal to be hereto affixed, all the day and year first above written.

Peter H. Braak (SEAL)

Mary Louise Braak (SEAL)

Gerrit C. Thues (SEAL)

Sara Bradshaw Thues (SEAL)

Walter Arthur Braak (SEAL)

Elizabeth Bator Braak (SEAL)

CONTEMPORARY BUILDERS & REALTY CORPORATION

BY: J. L. Peaves  
President



ATTEST:

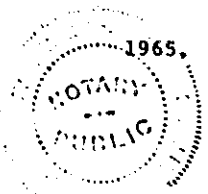
Janille L. Peaves  
Secretary

STATE OF NORTH CAROLINA :

COUNTY OF NEW HANOVER :

I, Ramona P. McDonald, a Notary Public in and for the State and County aforesaid, do hereby certify that PETER H. BRAAK and wife, MARY LOUISE BRAAK, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 22nd day of October,



Ramona P. McDonald  
Notary Public

My commission expires: October 1, 1967

STATE OF NORTH CAROLINA :

COUNTY OF NEW HANOVER :

I, Ramona P. McDonald, a Notary Public in and for the State and County aforesaid, do hereby certify that GERRIT C.

GREER and wife, SARAH BRADSHAW GREER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 22nd day of October,



Ramona R. McDonald  
Notary Public

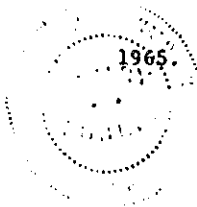
My commission expires: October 1, 1967

STATE OF NORTH CAROLINA :

COUNTY OF NEW HANOVER :

I, Ramona R. McDonald, a Notary Public in and for the State and County aforesaid, do hereby certify that DIRK ARTHUR BRAAK and wife, ELIZABETH BATSON BRAAK, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 22nd day of October,



Ramona R. McDonald  
Notary Public

My commission expires: October 1, 1967

STATE OF NORTH CAROLINA :

COUNTY OF NEW HANOVER :

This the 22nd day of October, 1965, personally appeared before me, Ramona R. McDonald, a Notary Public in and for the State and County aforesaid, Camille L. Reaves, who being by me duly sworn, says that she knows the common seal of Contemporary Builders & Realty Corporation, and is acquainted with J. R. Reaves, who is President of said corporation, and that she, the said Camille L. Reaves, is the Secretary of said corporation and saw the President sign the foregoing instrument and saw the said common seal of the

said corporation affixed to said instrument by said President, and that she, the said Camille L. Reaves, signed her name in attestation of the execution of said instrument in the presence of said President of said corporation.

Witness my hand and notarial seal this 22nd day of October, 1965.



Ramona R. McDonald  
Notary Public

My commission expires: October 1, 1965

STATE OF NORTH CAROLINA  
New Hanover County.

The foregoing Certificate of  
Ramona R. McDonald

Notary Public of New Hanover County, is adjudged to be correct. Let the instrument with the Certificate be recorded.

This 22nd day of Oct, 1965  
Elizabeth Reaves  
By Clerk Superior Court

Brown by J. Bradford Telling

Received and Recorded

OCT 22 1965 4:35 P.M.

Paul Blomquist Register of Deeds