

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIVE AND  
PROTECTIVE COVENANTS AND CONDITIONS  
GLEN MEADE EXTENSION  
LOTS 1-15 AND 36-40, PHASE 2

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS, made and entered into this the 12<sup>th</sup> day of December, 1993, by and between PARHAM PROPERTIES, INC., a North Carolina corporation, the DEVELOPER, and PROSPECTIVE PURCHASERS of Lots Nos. 1 through 15 and 36 through 40, inclusive, as shown and delineated on a plat entitled GLEN MEADE EXTENSION, PHASE 1 and PHASE 2, a subdivision located in the City of Wilmington, New Hanover County, North Carolina, parties of the second part;

W I T N E S S E T H:

WHEREAS, the said DEVELOPER has heretofore acquired title to a certain tract or parcel of land, and is developing said property as a residential development and a commercial development according to a certain map or plat entitled Glen Meade Extension, Phase 1 and Phase 2, (hereinafter sometimes referred to as the "subdivision"), which said map appears of record in the office of the Register of Deeds of New Hanover County, in Map Book 33, Page 247; and

WHEREAS, the DEVELOPER is developing Phase 2 of said subdivision as that phase is shown upon the above-referenced map, as and for residential use and is developing Phase 1 of the area shown on the referenced map as commercial development; and

WHEREAS, these restrictions are intended to and do only apply to bind and inure to the benefit of the lots developed within the said Phase 2 residential section and shall not, in any way, be construed or interpreted as restricting the use or development of that area shown on the above-referenced map as Phase 1; and

WHEREAS, the DEVELOPER intends to convey the residential lots numbered 1-15 and 36-40, as the same are shown and delineated on the above-mentioned map, by deeds, deeds of trust, mortgages, and other instruments to various persons, firms and/or corporations, subject to certain restrictive and protective covenants and conditions which are deemed to make the residential subdivision more desirable and to be for the benefit of all those who acquire

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ROUNTREE & SEAGLE  
WILMINGTON, NORTH CAROLINA

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*A. K. K.*

title to any one or more of said numbered residential lots to the end that the Restrictive and Protective Covenants and Conditions herein set out shall inure to the benefit of each person, firm, or corporation which may acquire title to any or all of said numbered residential lots and which shall be binding upon each such person, firm, or corporation to whom or to which the DEVELOPER may hereafter convey any of said numbered residential lots by deed, mortgage, deed of trust, or other instrument.

NOW, THEREFORE, in consideration of the premises, the DEVELOPER hereby covenants and agrees with said Prospective Purchasers that each of the aforementioned numbered residential lots shall be held, sold, encumbered and conveyed subject to the Restrictive and Protective Covenants and Conditions hereinafter set forth and said Restrictive and Protective Covenants and Conditions shall become a part of each instrument conveying any of said numbered residential lots as fully and to the same extent as if set forth therein. As a condition of the sale or conveyance of any of said numbered residential lots, the purchasers agree and covenant to abide by and conform with said Restrictive and Protective Covenants and Conditions.

**THE RESTRICTIVE AND PROTECTIVE COVENANTS  
AND CONDITIONS ARE AS FOLLOWS:**

1. **Lot.** The word "Lot" as used herein shall mean the separately numbered parcels depicted on the above-mentioned map in the residential area of the development as identified on the referenced map as Lots 1-15 and 35-40 of Phase 2. No lot depicted on the recorded plat in Phase 2, Glen Meade Extension, may be further subdivided or its boundary line changed without the written consent of DEVELOPER. Provided, however, that the owner of all of a numbered parcel on said map may combine with such numbered parcel, parts or portions of another numbered parcel or parcels and the aggregate shall be considered as one "Lot" for the purposes of these Restrictive and Protective Covenants and Conditions.

2. **Land Use and Building Type.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than for use as a single-family residential dwelling and only one single-family residential dwelling shall be erected or permitted to remain upon any Lot. No mobile home, manufactured home, prefabricated home or modular home may be erected or permitted to remain upon any Lot. A private garage with an overhead story for servant's quarters are permitted but shall not be rented, leased or utilized for any remuneration. No outbuilding shall be erected upon any Lot unless same is incidental to the residential use of said Lot.

3. Dwelling Size. Any dwelling erected upon any Lot shall contain not less than 2,000 square feet of heated living area. The square footage of enclosed, heated living area shall be determined without including porches, garages, decks, terraces or patios.

4. Dwelling Quality. All dwellings and outbuildings erected upon any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in a good and workmanlike manner. No dwelling in the subdivision shall have exterior construction of asbestos shingle siding, aluminum siding, imitation brick or stoneroll siding, or of concrete blocks. The outside surface of beams, walls, and roofs of any appurtenant structures located on any Lot shall be of material and quality of construction comparable in cost, design, and quality to the outside surfaces of the dwelling located on said Lot. No metal storage shed or barn shall be located on any Lot. Any storage shed or barn shall be designed, constructed and maintained so as to be aesthetically compatible with the dwelling located on said Lot.

5. Setback Lines. No above grade structure (except approved fences or walls) may be constructed or placed on any Lot except within the minimum building setback lines as set forth herein:

- (a) Sixty (60) feet from the Lot front line.
- (b) Twenty-Five (25) feet from the Lot rear line.
- (c) Ten (10) feet from the Lot side line, except as to those Lots situate at the intersection of two or more streets (corner Lots). As to corner Lots, the side Lot line which abuts any street shall have a minimum setback of fifteen (15) feet. That side Lot line for all corner Lots which does not abut any street shall have a ten (10) foot Lot side line.

The term "Lot front line" defines the boundary line of the Lot that is contiguous to and bounded by the named street as shown on the recorded subdivision plat.

The term "Lot rear line" defines the boundary line of the Lot that is farthest from, and substantially parallel to, the line on the street on which the Lot abuts.

The term "Lot side line" defines the boundary line that extends from the street on which the Lot abuts to the rear line of the Lot.

Lot No. 9 shall be deemed to have a Lot front line on Lynnwood Avenue as shown on the recorded plat of the subdivision. Lot No. 10 shall be deemed to have a Lot front line on Tattersalls Drive as shown on the recorded plat of the subdivision.

6. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved over the front ten (10) feet of each of the aforesaid Lots. Additional drainage easements and utility easements are reserved as more particularly shown and delineated on the recorded map of the subdivision. Within said easements so reserved, no structure, planting

or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The owner of each Lot shall maintain that portion of said Lot lying within the easement areas as defined herein and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company.

Sight and landscaping easements are reserved as more particularly shown and designated on the recorded map of the subdivision or as noted thereon. Within said easement areas, no fence, wall, hedge or other planting shall be permitted to remain at elevations between two (2) feet and six (6) feet above the existing topography, the intent being to insure unencumbered and unobstructed vision at intersections of all streets.

7. Garbage and Refuse Disposal. No Lot shall be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash or debris. Rubbish, trash, debris, garbage and other waste shall be kept only in sanitary containers. Owners shall provide receptacles for garbage and household trash in a screened area so that such receptacle is not visible from any street or road within the subdivision.

8. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No truck, bus, van, school bus or commercial vehicle or any other vehicle larger than one ton shall be parked or permitted to remain on any Lot. No wrecked or junked motor vehicle or vehicle without current license plates and registration shall be permitted to remain upon any Lot. No trailer, mobile home, camper, boat, boat trailer, waverunner, or like recreational vehicle shall be permitted to remain upon any Lot unless it is located so as not to be visible from any street or road within the subdivision.

9. Preservation of Well-Kempt Buildings and Grounds. Each lot owner shall prevent the development of any unclean, unsightly or unkempt conditions of any buildings or grounds on his lot which would tend to substantially decrease the beauty of any of the property or diminish or destroy the enjoyment of other lots by the owners thereof. This restriction includes, but is not limited to, a prohibition against storage on any lot of anything unclean, unsightly or unkempt.

10. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be placed upon, erected, maintained or used on any Lot at any time as a residence either temporarily or permanently.

11. Signs. No signs of any kind shall be displayed to the public view on any Lot. However, one sign of not more than ten square feet advertising the property for sale or rent and signs used by a builder to advertise the property during the construction and sales period are permissible.

12. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets

may be kept providing they are not kept, bred, or maintained for commercial purposes.

13. Restriction Against Fences. No wire, chain link or metal fence shall be erected on any Lot. Fences or walls of wood, brick or stucco are permitted, but shall not be erected nearer to the street than the rear line of the residential dwelling.
14. Satellite Dishes and Antenna. No satellite dishes or exterior antenna or other aeriials of any kind shall be erected upon, maintained or permitted to remain on any Lot.
15. Off Street Parking. No vehicle shall be allowed to park or remain overnight on any street within the subdivision. Each Lot owner shall provide adequate space for off street parking for not less than two automobiles prior to the occupancy of any dwelling constructed on a Lot. The surface of driveways and parking areas shall be of concrete, asphalt, crushed stone or brick. No walkway shall be surfaced with asphalt.
16. Yard Sales. No yard sales or garage sales shall be permitted upon any Lot in this subdivision. No clothesline shall be permitted except portable clothes tree stands which shall not be visible from any street or road in the subdivision.
17. Mailboxes. Each Lot in the subdivision shall have only one mailbox and one paper box to be mounted on a single post, and all such boxes shall be approved by the DEVELOPER. Property owners shall maintain all such boxes so as to be neat and attractive in appearance.
18. Construction upon Lots. Construction activity on a Lot shall be confined within the boundaries of said Lot. Each Lot owner shall have the obligation to collect and dispose of all rubbish and trash resulting from construction on his Lot. Upon a Lot owner's failure to collect and dispose of such trash within fifteen (15) days after receipt of written notice from the DEVELOPER to do so, the DEVELOPER may collect and dispose of such rubbish and trash at the Lot owner's expense.
19. DEVELOPER is not liable and makes no representation as to the development of any other phase or section except the phase or section covered by these restrictions. DEVELOPER may make changes in the restrictions applicable to tracts or parcels which may comprise future sections of the development, including but not limited to, changes in designs, type of structures, restrictions or character of any future section. All maps, brochures, drawings and plans are purely for planning and illustration purposes and are not to be relied upon as any promise or covenant of whatsoever kind or nature. DEVELOPER shall be obligated for, and any owner shall solely rely on the plans, plats and restrictions that are recorded for Glen Meade Extension, Phase 2, only.
20. Building and Site Improvements. No building, fence, wall or other structure shall be erected, placed or altered on any Lot, nor shall the grade or elevation or physical characteristics of any Lot, or portion thereof, be altered in any way whatsoever, until the proposed building plans, specifications, exterior design, colors, finishes and materials, and site and grading plan (which must show the proposed location of all buildings,

driveways, parking areas and proposed alterations to the grade, elevation or physical characteristics of the site), and the construction schedule have been approved in writing by the DEVELOPER. Refusal or approval of any such plan, location or specification may be based by DEVELOPER upon any ground, including purely aesthetic and environmental considerations and in the sole and uncontrolled discretion of the DEVELOPER seem sufficient. The DEVELOPER shall not be responsible for any structural or other defects in plans or specifications submitted to it or in any structure erected according to such plans and specifications. The exterior of all houses and other structures must be completed within twelve (12) months after the construction of same shall be commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. After the building plans and specifications have been approved by the DEVELOPER no changes or deviations in or from such plans or specifications as approved shall be made without the written consent of the DEVELOPER. No alterations in the exterior appearance of any building or structure or in the grade elevation, or physical characteristics, of any Lot shall be made without the prior approval of the DEVELOPER.

DEVELOPER may delegate the rights, duties, obligations and responsibilities to one or more persons or entities who or which shall have the authority given to DEVELOPER hereunder. In the event that DEVELOPER delegates, assigns or otherwise conveys the rights, duties, obligations and responsibilities set forth in this Paragraph 20, then DEVELOPER shall notify the owners of any undeveloped lot in Glen Meade Extension, Phase 2, of the name and address of the person or entity to which the rights, obligations, responsibilities and duties hereunder have been assigned.

21. Time. These covenants are to run with the land and shall be binding on all persons acquiring title to the any of the aforementioned Lots and their successors and assigns, for a period twenty (20) years, at which time said Covenants shall be automatically extended for successive periods of ten (10) years each, unless by written instrument executed by a majority of the then-owners of the said Lots, and duly recorded in the Office of the Register of Deeds of New Hanover County within three months of any anniversary date of any such automatic renewal, it is agree to change or extinguish said Covenants in whole or in part.

22. Enforcement. These covenants and restrictions are intended to and shall be deemed to run with the land and be binding upon DEVELOPER and the owners of any and all lots within the subdivision, their heirs, successors and assigns. The covenants and restrictions are enforceable by this DEVELOPER or any lot owner or owners, their heirs, successors and assigns. Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation thereof or to recover damages therefor. Covenants run with and

23. Severability. Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the party of the first part 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 its Board of Directors first duly given, this the day and year first above written.

PARHAM PROPERTIES, INC.  
A North Carolina Corporation

(CORPORATE SEAL)

By: [Signature]  
President

ATTESTED:  
By: [Signature]  
Secretary



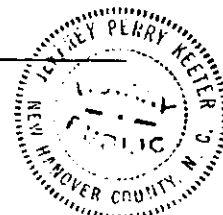
STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, JEFFREY PERRY KEELER, a Notary Public in and for the State and County aforesaid, hereby certify that [Signature] personally appeared before me this day and acknowledged that he/she is Secretary of PARHAM PROPERTIES, INC., a North Carolina 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 its \_\_\_\_\_ Secretary.

Witness my hand and notarial stamp or seal, this the 9th day of December, 1993.

[Signature]  
NOTARY PUBLIC



My commission expires: 6/21/97

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JOINDER AND CONSENT

Central Carolina Bank and Trust Company has and does hereby consent to these Restrictive Covenants being placed of record and joins in the execution, delivery and recording of these Restrictions for the purpose of subjecting the lien of its Deed of Trust upon the subject property to the terms, covenants, provisions and conditions contained herein. Except as specifically set forth herein, the lien of the Central Carolina Bank and Trust Company Deed of Trust shall remain in full force and effect and unaltered. The referenced Deed of Trust is recorded in Book 1688 Page 1161 of the New Hanover County Registry.

This 10th day of December, 1993.

CENTRAL CAROLINA BANK AND TRUST COMPANY

By: [Signature]  
Vice President



ATTESTED:  
By: [Signature]  
Secretary

BOOK PAGE  
1729 0460

RECORDED AND VERIFIED  
MARY SUE COOTE  
REGISTER OF DEEDS  
NEW HANOVER CO. NC.

STATE OF NORTH CAROLINA  
COUNTY OF New Hanover

I, JEFFREY PERRY KEETER, '93 DEC 13, PD 2 88  
a Notary Public in and  
for the State and County aforesaid, hereby certify that  
W. Kevin Betts personally appeared before me this day  
and acknowledged that he/she is Secretary of CENTRAL CAROLINA BANK  
AND TRUST COMPANY, and that by authority duly given and as the act  
of the Corporation, the foregoing instrument was signed in its name  
by its Senior Vice President, sealed with its corporate seal and  
attested by its Assistant Secretary.

Witness my hand and notarial stamp or seal, this the 16<sup>th</sup>  
day of December, 1993.

Jeffrey Perry Keeter  
NOTARY PUBLIC

My commission expires:

6/21/97



STATE OF NORTH CAROLINA  
New Hanover County

The Forgoing / Attached Certificate(s) of  
Jeffrey Perry Keeter

Notary (Notaries) Public is/ are certified  
to be correct.

This the 13 day of DEC 1993

Mary Sue Coote, Register of deeds  
by Deborah W. [Signature]  
Deputy/Assistant

N 2,328'

SEVENTEENTH STREET  
(150' PUBLIC STREET)

Owner: *Yield & Parkers*

UN0169

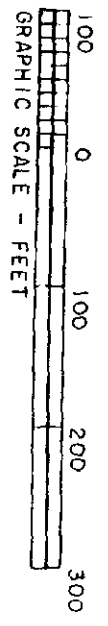
# GLEN MEADE EXTENSION

PHASE 1 - LOTS 1 - 5 AND 15 - 21  
PHASE 2 - LOTS 1 - 15 AND 36 - 40

for

## PARHAM PROPERTIES, INC.

WILMINGTON - WILMINGTON TOWNSHIP - NEW HANOVER COUNTY - NORTH CAROLINA  
SCALE: 1" = 100' MAY 13, 1993



ROBERT H. GOSLEE & ASSOC. ATES  
LAND SURVEYORS - LAND PLANNERS  
513 CHESTNUT STREET  
WILMINGTON, NORTH CAROLINA

BOOK 35 PAGE 247

310069

RECORDED AND INDEXED  
MARY ANN  
REGISTER OF DEEDS  
NEW HANOVER CO. NC.  
'93 DEC 13 PM 2 33