

STATE OF NORTH CAROLINA :  
 COUNTY OF NEW HANOVER :                   DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, who are the owners and developers of that certain subdivision in Harnett Township, New Hanover County, North Carolina, known as Section 4 of Green Meadows Subdivision as the same is shown on a map or plat prepared by Jack G. Stocks, Registered Land Surveyor, which was recorded August 21, 1968 in Map Book 10 at Page 26 in the office of the Register of Deeds of New Hanover County, in order to promote a uniform and harmonious development of said subdivision as a desirable residential community, do hereby covenant and agree to and with each other and with all persons, firms, or corporations now owning or hereafter acquiring any lots in the above mentioned subdivision, that the use of all of said lots is hereby made subject to the following restrictions or restrictive covenants, which shall run with the land, and be binding upon said lots and whomsoever owns the same, to-wit:

1. No lot or lots shall be put to any use other than for residential purposes, except for lot 1 which may be used either for residential purposes or for the location of a well or wells and other equipment and facilities in connection with the establishment and maintenance of a community water supply system to serve this subdivision and the adjoining area. No portion of any lot or lots shall be used for a roadway, either public or private, except that a portion of any lot may be used as a driveway, incidental to the normal use of such lot for residential purposes.

2. No building shall be erected, altered, placed upon, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, and a private garage for not more than two cars. No such garage shall be more than one story in height and shall never be used for living quarters of any kind, either for guests, members of the family or servants, and the construction or maintenance of so-called "garage apartments" on any lots is expressly prohibited.

3. No dwelling containing less than twelve hundred square feet of floor space of heated living area, excluding porches, garage areas, and carport areas, shall be permitted to remain on any lot, nor shall any dwelling or other building be allowed to remain on any lot, 60% of the exterior finish of which (excluding the roof surface) is not constructed principally of either brick, brick veneer, or stone.

4. No building or structure of any kind shall be located on any lot other than lots 2 and 10 nearer than 40 feet from the front street line. No building or structure of any kind shall be located on said lots 2 and 10 nearer than 30 feet from the front street line. No building or structure of any kind shall be located on any lot nearer than 10 feet from any side lines; provided, however, if the owner of two or more adjoining lots shall elect to use them for one residence, the boundary line or lines between the lots so used shall not be regarded as side boundary lines of the lots. In computing the front and side setback distances called for in these restrictive covenants, measurements shall be from the base or ground level of the building

or structure, and neither the overhang of eaves, not in excess of three feet, nor the establishment of uncovered stoops or steps within the setback area, shall be considered a violation of this covenant. In the event of the unintentional violation of any of the building line restrictions herein set forth, the undersigned reserve the right, by and with the mutual written consent of the owner or owners at such time of the lot or lots affected thereby, to change such restrictions accordingly; provided, however, that such change shall not exceed 10% of the marginal requirement of the building line restrictions existing as to such lot.

5. No culvert or pipe shall be placed in any street or road, ditch or drain unless it in all respects meets the standards set by the State Highway and Public Works Commission.

6. No commercial trade or activity or any noxious trade or activity whatsoever shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, any annoyance or nuisance to the neighborhood. In the event yards in the subdivision are not properly maintained, they may be cleaned by the developers at the owners expense. Unsightly, inoperative junk cars and like eyesores cannot be maintained on any lot or on any street in the subdivision either prior to or after the dwelling has been erected and any such automobiles may be removed by the developers at the lot owners expense.

7. No structure of a temporary character, trailer, mobile home, tent, shack, garage, garage apartment, barn or other out-building, shall be used on any lot as a residence, either temporarily or permanently, either for the owners of said lot, for servants or any other persons.

8. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair; and in event of destruction by fire or other casualty, premises are to be cleared and debris removed within 90 days from date of such casualty.

9. No hogs, cattle, sheep, goats, horses, poultry, or other livestock shall be raised, bred, or kept on any lot. However, dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose; provided further that they are not kept in such numbers or of such a nature as to be or become a nuisance to the adjoining property owners or any residents of the subdivision.

10. No lot or area shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such materials may not be kept on any lots, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

11. No surface closets or out-houses shall be kept on or maintained on any lot, and sewage disposal shall be by septic tank only, which shall comply with the requirements of the North Carolina State Board of Health, until such time as a general sewage disposal system may be installed.

12. No lot as shown on the map of the subdivision above referred to shall be resubdivided unless each part of the subdivided lot becomes a part of another whole lot.

13. No sign boards of any description shall be placed on or displayed on any residential lot except signs "for rent" or "for sale" which signs shall not exceed 2 feet by 3 feet in size.

14. Water to be used by the residents on any lot in the subdivision for human consumption shall be obtained from the community water system unless other sources are approved and authorized by the City-County Board of Health and Quality Water Supply, or their successors.

15. These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by R. C. Fowler and wife, Myrtle C. Fowler and C. L. Reavis and wife, Margaret S. Reavis, the developers, or their successors in title, and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the office of the Register of Deeds of New Hanover County, North Carolina, but if said restrictions are not so modified they shall remain in effect until December 31, 1999.

16. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

17. Any person or corporation owning any lot or lots in said subdivision shall have the right and authority to bring appropriate legal proceedings to prevent violations of these restrictive covenants and/or to recover damages for such violation or violations.

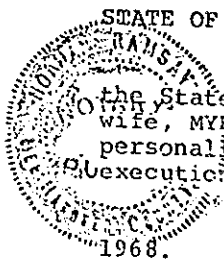
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this the 21st day of August, 1968.

R. C. Fowler (SEAL)  
R. C. Fowler

Myrtle C. Fowler (SEAL)  
Myrtle C. Fowler

C. L. Reavis (SEAL)  
C. L. Reavis

Margaret S. Reavis (SEAL)  
Margaret S. Reavis



STATE OF NORTH CAROLINA + COUNTY OF NEW HANOVER  
I, NORMAN RAMSAY, a Notary Public in and for the State and County aforesaid, do hereby certify that R. C. FOWLER and wife, MYRTLE C. FOWLER and C. L. REAVIS and wife, MARGARET S. REAVIS, personally appeared before me this day, and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 27<sup>th</sup> day of August, 1968.

Norman Ramsay  
Notary Public

My commission expires: 6-9-1970 (My commission expires June 9, 1970)

STATE OF NORTH CAROLINA + COUNTY OF NEW HANOVER

The foregoing certificate of Norman Ramsay, Notary Public of New Hanover County, is certified to be correct. Drawn by Robert Calder, Attorney at Law.

This the 27<sup>th</sup> day of August, 1968.

Received and Recorded  
August 27, 1968 at 3:32 P. M.

Lois C. Le Roy  
Register of Deeds

Lois C. Le Roy  
Register of Deeds  
By: Elizabeth Worrell, Dep.