

STATE OF NORTH CAROLINA :  
COUNTY OF NEW HANOVER : DECLARATION OF RESTRICTIONS  
GREENTREE, SECTION I

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Greenwood, Inc. is the owner of all of the lots in that certain subdivision known as Greentree, Section I, said subdivision being shown on a map thereof recorded in Map Book 10, Page 44 of the New Hanover County Registry, said map having been made by Tidewater Associates, Inc., Surveyors, said map being dated August 25, 1969; and

WHEREAS, Greenwood, Inc. has executed several deeds of trust to Nathaniel D. Taylor, Trustee and Wachovia Bank and Trust Company, N.A., as will appear on the records of the office of the Register of Deeds of New Hanover County, and C. Ronald Nease has been duly named Substitute Trustee by an instrument in writing duly recorded in said office of the Register of Deeds of New Hanover County; and

WHEREAS, said Greenwood, Inc., C. Ronald Nease, Substitute Trustee, and Wachovia Bank and Trust Company, N.A., desire now for the use and benefit of themselves, their successors and assigns, and their future grantees to place and impose certain conditions and restrictions on all of the lots shown on said map or plat.

NOW, THEREFORE, in consideration of said premises, the said Greenwood, Inc., C. Ronald Nease, Substitute Trustee, and Wachovia Bank and Trust Company, N.A., for themselves, their successors and assigns and their future grantees do place and hereby impose on all of the lots shown on that certain map aforesaid of Greentree, Section I, the following conditions and restrictions.

1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them, or their heirs or 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 property 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.

3. 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.

4. No lot shall be used except for residential purposes. No structure shall be erected, altered, or placed or permitted to remain on any lot other than one detached family dwelling not to exceed two and one-half stories in height and a private garage for not more than two (2) cars and other buildings incidental to residential use.

5. No building shall be erected, altered, placed or permitted to remain on any lot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography, finished ground elevation, and as to location or placement on the lot by Greenwood, Inc., or by its duly appointed representative, or if Greenwood, Inc. does not serve, or appoint its representative as herein set out, by a committee appointed by a majority of the lot owners, (each owner to have one vote for each lot owned) or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event Greenwood, Inc. or its appointed representative, or said committee, or its designated representative, fails to approve or disapprove such design and location within ten (10) days after said plans and

specifications have been submitted to it, such approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the sponsor, its representative, nor members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to the covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1999. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument appointing a representative, or representatives who shall thereafter exercise the same powers previously exercised by said committee, shall be executed and duly recorded by a majority of the lot owners in this subdivision.

6. No building shall be located on any lot nearer than thirty (30) feet to the front lot line, nor nearer than fifteen (15) feet to any side street line; no building shall be located nearer than ten (10) feet to any side lot line. No residence or attached appurtenances shall be erected on any lot further than sixty (60) feet from the front lot line. In any event, no building shall be located nearer to any street than the minimum building set back line shown on the map hereinabove referred to.

7. 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 an annoyance or nuisance to the neighborhood. No unsightly accumulations of debris, rubbish, old automobiles or junk shall be permitted on any lot.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at anytime be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

9. No dwelling shall be permitted on any lot in the tract containing less than 1,050 square feet of heated living area (excluding patios, porches and garages). Homes must be build of brick veneer, wood, concrete blocks, tile, stucco or concrete and stucco structure. All structures shall, before occupancy, be completed on the exterior.

10. A perpetual easement is reserved by the Developer, its successors and assigns, in, on and over the rear ten (10) feet of each lot, and in, on, and over six (6) foot strip along each side lot line for utility, water, drainage, or other community improvements, installation and maintenance.

11. No building or fence, other than a coping not over twelve (12) inches in height shall be placed on the part of the lot between the sidewalk and the front line of the house, excluding porches, without prior approval by the developer, its representative, the committee serving, in lieu thereof, or the representative of such committee.

12. Sewerage disposal systems shall be constructed and maintained in accordance with State Board of Health requirements.

13. No stagnant water, stale garbage, or other unsanitary or unhealthy conditions conducive to the breeding of mosquitoes, or flies, or otherwise prejudicial to health, on any lot hereby conveyed, shall be permitted by the owner of such lot.

14. No animal, except no more than six (6) house pets shall be kept or maintained on any lot hereafter conveyed.

15. No lot or lots shall be divided or subdivided, nor shall any portion of any lots than the whole of any one lot be sold or conveyed, save that a lot may be subdivided into two portions and conveyed to the owners of the adjoining lots on each side, so as to become parts thereof; provided, however, that the property thus combined shall be considered one lot for the purpose of these covenants and restrictions.

16. No sign boards of any description shall be displayed on any lot with the exception of signs "For Sale" or "For Rent", which signs shall not exceed two (2) feet by three (3) feet in size. Not more than two (2) "For Sale" or "For Rent" signs shall be displayed on one lot at any time.

17. No fence, wall, hedge or shrub planting shall be placed or permitted to remain if it shall constitute a traffic hazard.

18. Greenwood, Inc., for itself, its successors and assigns, does hereby reserve the right to alter or amend these restrictions so as to provide for minor violations thereof. The term minor violations shall not include a violation of more than 10% of the minimum specified.

Nothing contained herein shall be held or construed to impose any restrictions or easements on any land owned by Greenwood, Inc. other than the land embraced within the subdivision shown on the map hereinabove referred to.

IN WITNESS WHEREOF, C. Ronald Nease, Substitute Trustee, has hereunto set his hand and seal and Wachovia Bank and Trust Company, N.A.,

and Greenwood, Inc. have each caused this instrument to be signed in their corporate names by their Presidents or Vice Presidents, and attested by their Secretaries or Assistant Secretaries, and their corporate seals to be hereto affixed, this the 7<sup>th</sup> day of October, 1969.

C. Ronald Nease (SEAL)  
Substitute Trustee



ATTEST:  
Nathaniel D. Sawyer  
Notary Public

WACHOVIA BANK AND TRUST COMPANY, N.A.

By C. Ronald Nease  
President



ATTEST:  
C. P. Kupson  
Secretary

GREENWOOD, INC.

By Daryl W. Turkin  
President

STATE OF NORTH CAROLINA :

COUNTY OF NEW HANOVER :

I, Ellen Gilliland Davis, a Notary Public in and for the State and County aforesaid, certify that C. Ronald Nease, Substitute Trustee, personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and seal, this the 7<sup>th</sup> day of October, 1969.

Ellen Gilliland Davis  
Notary Public  
My commission Expires: 1-22-71



COUNTY OF NEW HANOVER

I, Ellen Gilliard Davis, a Notary Public in and for the State and County aforesaid, certify that Matthew D. Spauld (CSO)

personally came before me this day and acknowledged that he is Asst Secretary of Wachovia Bank and Trust Company, N.A., a corporation, and that, by authority duly given and as the act of the corporation the foregoing and annexed instrument was signed in its name by its Vice President, attested by himself as its Past Secretary and sealed with its corporate seal.



Witness my hand and seal, this 7<sup>th</sup> day of October, 1969.

Ellen Gilliard Davis  
Notary Public  
My commission Expires: 1-22-71

STATE OF NORTH CAROLINA :

COUNTY OF NEW HANOVER :

I, Patricia Ann Little a Notary Public in and for the State and County aforesaid, certify that A. S. Killingsworth personally came before me this day and acknowledged that he is Secretary of Greenwood, Inc., a corporation, and that, by authority duly given and as the act of the corporation the foregoing and annexed instrument was signed in its name by its President, attested by himself as its Secretary and sealed with its corporate seal.



Witness my hand and seal, this 27<sup>th</sup> day of September, 1969.

Patricia Ann Little  
Notary Public  
My commission Expires: 9-6-70

STATE OF NORTH CAROLINA, New Hanover County  
The Foregoing Certificate of Ellen Gilliard Davis and Patricia Ann Little  
Notaries Public are certified to be correct.  
This the 9th day of October, A. D., 1969  
Drawn By SBMR, ATTYS.

Lois C. LeRay, Register of Deeds  
By Gloria W. Woodell Deputy

Received and Recorded  
October 9, 1969 at 2:05 P.M.  
Lois C. LeRay  
Lois C. LeRay