

DEC 1 11 07 AM '69

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS  
REGISTERED  
NEW HANOVER CO., N. C.

## KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the owners of that tract of land known as GREENVILLE HEIGHTS EXTENSION, and it is the desire of the developer of this loan to insure the use of said property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners;

THEREFORE, the undersigned does hereby covenant, agree and declare to and with all persons, firms, or corporations now owning or hereafter acquiring any property in GREENVILLE HEIGHTS EXTENSION, that all of the lots in said subdivision as shown on a map recorded in Map Book 10 at Page 40, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

1. All lots shall be known as single-family residential lots, and shall be used for residential purposes only. No structure shall be erected, altered, placed, or permitted to remain on any such lot other than one detached single family dwelling not to exceed 2 1/2 stories in height and a private garage for not more than 3 cars, and other out-buildings incidental to the residential use of the plot, including servant's quarters.
2. No part of any building erected on any lot herein conveyed shall be nearer than 40 feet to the front property, nor nearer than 10 feet to any side boundary line, nor nearer to any side street line than 20 feet. On all corner lots, the side having the least frontage shall be considered the front of said lot. Provided, however, if the owner of two or more 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.
3. No residence shall be constructed or located on said property smaller than 1,000 square feet of heated floor space, plus a one-car carport. Provided, however, the developer may, in its discretion, permit the construction of a dwelling containing a minimum square footage of 1248 feet, if same includes an enclosed garage.

4. The Developer reserves the rear 30 feet of each lot as shown on said map for a drainage easement for said property.

5. No house trailer, tent, shack or temporary structure of a temporary nature shall be located on said lot or used at anytime as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. Sewage disposal shall meet the approval and comply with the regulations of the North Carolina State Board of Health.

7. The plans for all dwellings and structures incidental to the use of the lots shall be approved in writing by the Developer or its Agent, within ten days after said plans shall have been submitted by the proposed builder. Failure to approve said plans within ten days shall constitute automatic approval.

8. The grantor reserves for itself, its successors and assigns, an easement in and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary or useful for furnishing electric power, gas, telephone service, or other utilities, including water and sewer service.

9. No noxious or offensive trade or activity shall be carried on or maintained on 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. No domesticated farm animals or fowls shall be kept on the property. In the event yards are not properly maintained, they shall be cleaned up at the owner's expense. Unsightly inoperative junk cars and like eyesores cannot be maintained on the property either prior to or after the residence has been erected.

10. No signboards of any description shall be placed 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.

11. No fence or other obstruction shall extend nearer the street than the front setback line of the main dwelling, and no fence shall be more than 4 feet in height.

12. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them until November 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of 60 percent

of the owners of the lots it is agreed to change said covenants in whole or in part.

13. If the parties hereto 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 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.

14. Invalidation of any 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.

IN TESTIMONY WHEREOF, the undersigned hereto has caused these presents to be signed in its corporate name by its President, sealed with its corporate seal, and attested by its Secretary, all the day and year first above written.

ROCHELLE REALTY COMPANY

BY: Armon B. Rochelle  
President



ATTEST:  
Grace W. Rochelle  
Secretary

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Thelma E. Rice, a Notary Public in and for the State and County aforesaid do hereby certify that Grace W. Rochelle personally appeared before me this day and acknowledged that she is Secretary of Rochelle Realty Company, a 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 herself as its Secretary.



Witness my hand and notary seal this 18<sup>th</sup> day of November, 1969.

Thelma E. Rice  
Notary Public

My commission expires:  
7/20/70

Received and Recorded  
December 1, 1969 at 11:07AM.

Lois C. L. Ray  
Register of Deeds

STATE OF NORTH CAROLINA  
New Hanover County  
The Foregoing Certificate of \_\_\_\_\_  
Thelma E. Rice-----  
Notary Public-----  
is certified to be correct.  
This the 1st day of December 1969  
Drawn By F. N. Jackson-----  
Lois C. L. Ray, Register of Deeds  
By Freight