

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that we, R. C. Fowler and wife, Myrtle C. Fowler; Robert E. Calder, Trustee, and E. Warren Edwards and wife, Irene W. Edwards, all of New Hanover County, North Carolina, who are all of the owners of, or lienholders on, all of the lots in Section 2 of that certain subdivision in Masonboro Township, New Hanover County, North Carolina, known as Section 2 of Harbor Villa Subdivision, as the same is shown on a map or plat of said subdivision prepared by C. W. Blomme, Jr., Registered Land Surveyor, which is recorded in Map Book 9 at Page 18 in the office of the Register of Deeds of New Hanover County, in order to promote a uniform and harmonious development of said subdivision, do hereby covenant and agree to and with each other and with all persons, firms, or corporations now owning or hereafter acquiring any of the above mentioned lots, 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. 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. This shall not prevent the construction of private piers or boat docks or boat houses by the owners of any lots which adjoin the water so long as these facilities are for the use of the owners of said lot only and are not used for any commercial purpose.
3. No dwelling containing less than twelve hundred square feet of floor space of 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 lots 44, 45, 46, 47, 48, 49, 50, 51, 59, 60, 63 and 64, nearer than 50 feet from the front line. No building or structure of any kind shall be located on lots 42, 43, 61, 62 and 68 nearer than 55 feet from the front line. No building or structure of any kind shall be located on lots 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 52, 53, 54, 55, 56, 57, 58, 65, 66 and 67, nearer than 60 feet from the front line. No building or structure of any kind shall be located on any lot nearer than 10 feet from any side line. Dwelling constructed on lot 63 shall face Del Rio Avenue. Dwellings constructed on lots 42 and 65 shall face Sierra Drive. Dwellings constructed on lots 49 and 51 shall face Monterey Drive. Dwelling constructed on lot 44 may face either on Del Rio Avenue or Sierra Drive or face at any angle between these streets.

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, an annoyance or nuisance to the neighborhood.

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

8. 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.

9. 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.

10. 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.

11. There shall be no change in the layout of any lot or lots as shown on the map above referred to, and no lot shall be subdivided unless such part of a subdivided lot becomes a part of a whole lot, and the remaining part of such subdivided lot becomes a part of another whole lot.

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten years from the date hereof; after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument in writing signed by the owner or owners of a majority in amount of lots in said subdivision is recorded which changes said covenants in whole or in part. 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.

13. 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands, and seals, this the 30th day of November, 1966.

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

Myrtle C. Fowler (SEAL)
Myrtle C. Fowler

Robert E. Calder Trustee (SEAL)
Robert E. Calder,

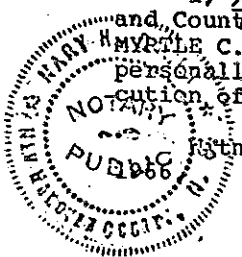
E. Warren Edwards (SEAL)
E. Warren Edwards

Irene W. Edwards (SEAL)
Irene W. Edwards

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Mary H. Brown, a Notary Public in and for the State and County aforesaid, do hereby certify that R. C. FOWLER and wife, MYRTLE C. FOWLER, and E. WARREN EDWARDS and wife, IRENE W. EDWARDS, personally appeared before me this date, and acknowledged the due execution of the foregoing instrument.



Witness my hand and Notarial Seal, this the 30th day of November,

Mary H. Brown
Notary Public

My commission expires:

My Commission Expires May 16, 1967

STATE OF NORTH CAROLINA

(My commission expires May 16, 1967)

COUNTY OF NEW HANOVER

I, Peggy Best, a Notary Public in and for the State and County aforesaid, do hereby certify that ROBERT E. CALDER, Trustee, personally appeared before me this date, and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 30th day of November, 1966.



My commission expires: 9-1-68

Peggy Best
Notary Public

STATE OF NORTH CAROLINA
New Hanover County.
The Forgoing Certificate of Mary H. Brown
and Peggy Best

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

This the 9th day of Dec., 1966.
Elizabeth Davis
Clerk Superior Court

Received and Recorded

DEC 9 1966 1:25 P.M.

Paul Blanchard Register of Deeds