

any time, nor shall any use be made of any portion of said property which may be or become an annoyance or nuisance to the neighborhood.

3. The plans and materials for all structures, both dwellings and incidental structures including, but not limited to, garages, storage buildings, pump houses and the like, to be erected, assembled, or placed on any lot shall be approved in writing by the undersigned prior to the commencement of construction or the placing of the same on the property. The design, style, construction, materials, appearance, age, condition, and size of all mobile homes to be moved or placed on, or allowed to remain on, any lot or any part thereof must be approved in writing by the undersigned. All mobile homes shall have a width of at least ten (10) feet, unless a variance is approved by the undersigned. All mobile homes must be skirted, and the materials and plan of construction thereof must be approved in writing by the undersigned. No other structural addition or alteration of any kind to any dwelling, mobile home, or structure incidental thereto, including, but not limited to, awnings, cabanas, carports, Florida rooms, porches, verandas, storage cabinets and similar appurtenances and structures shall be made unless and until the plans and materials for the same are approved in writing by the undersigned. No failure of the undersigned to object or take action against any party violating this paragraph shall constitute acquiescence in or approval of such violation, nor waiver of any remedies against the violator or violators, except that if sufficient information as to mobile homes, or plans and specifications as to structures or any alterations or additions to structures or mobile homes are submitted in writing to the undersigned, and the undersigned fails to approve or disapprove the same within 10 days after receipt, then the same shall be automatically approved.

4. All structures, dwellings, mobile homes, incidental structures or attachments, alterations or additions to the foregoing shall be maintained in good condition and in good repair at all times. Any lot owner may be required to remove, or the undersigned may at its option remove at the lot owner's expense any of the foregoing which are damaged or fall into such disrepair as to be an eyesore to the neighborhood or endanger the health, safety or welfare of the occupants or the neighborhood.

5. No fence shall be erected, placed or permitted to remain on any lot unless and until its size and style shall be approved in writing by the undersigned.

6. No livestock, poultry, or other animals, birds, or reptiles shall be allowed or permitted on any lot except household pets, and no pet shall be allowed to run free, but shall be kept on a leash, in the home, or in a fenced-in area.

7. No part of any structure, out-building, or mobile home, or any addition or attachment thereto shall be nearer than 25 feet to the front property line, nor nearer than 10 feet to the side property line of any lot. Provided, however, if the owner of any two or more adjoining lots shall elect to use them for one residence, the boundary line between the lots so used shall not be regarded as side boundary lines under this paragraph. On corner lots, the street line having the least footage shall be considered the front line.

8. No unlicensed or inoperable motor vehicles, no junk cars, no accumulations of trash, garbage or debris, or like eyesores shall be maintained on any lot. All garbage shall be placed in waterproof metal or plastic cans with tight-fitting lids, and all leaves, clippings, paper and similar trash shall be disposed of immediately or placed in containers for pick-up by garbage or trash collectors. In the event yards are not properly maintained, they shall be cleaned up at the owner's expense.

9. No tents, shack, barn, shanty, nor any like temporary structure shall be maintained on any lot at any time, nor shall the same be used as a residence or dwelling at any time.

10. The layout of lots as shown on the map of the subdivision shall be adhered to and no lots shall be resubdivided 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.

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

12. 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, or signs used by a builder to advertise the property during the construction and sales period.

13. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten 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.

14. If any person, firm or corporation shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned or 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 party or parties violating or attempting to violate any such covenant and either to prevent such party or parties from so doing or to recover damages or other dues for such violation.

15. Nothing herein shall prevent the undersigned from using any lots owned by it as a sales area, and conducting a sales and business office thereon, and other activities related to the sale and advertising for sale of lots.

16. An easement or right of way for telephone, electricity, and other utilities is hereby reserved over a strip of land five (5) feet wide, running along and adjoining each side of the streets or roads shown on the above mentioned maps.

17. Invalidation of any of these covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said HIGHLAND DUNES DEVELOPMENT CORP. has caused these presents to be executed in its corporate name by its President, sealed with its corporate seal, and attested by its Secretary, pursuant to authority duly given this 7th day of July, 1972.

HIGHLAND DUNES DEVELOPMENT CORP.

By Norman P. Popella
President



Norma A. Rockelle
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 Norma A. Rockelle personally appeared before me this day and acknowledged that she is Secretary of Highland Dunes Development Corp., a corporation, and 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 notarial seal, this 10th day of July 1972.

Thelma E. Rice
Notary Public

My Commission expires: 8/30/75

STATE OF NORTH CAROLINA
New Hanover County
The foregoing Certificate of Thelma E. Rice, Notary Public

is certified to be correct.
This the 10 day of July 19 72
Drawn By SMAM&L
Lois C. Lottay, Register of Deeds
By Cathy L. Shipton, Dep.

Received and Recorded
July 10, 1972 at 2:11 PM
Lois C. Lottay
Register of Deeds