

APR 6 11 08 AM '78

LOUIS CLERAY
REGISTRAR
NEW HANOVER CO., N.C.

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

KNOW ALL MEN BY THESE PRESENTS, that PENDCO, INC.
a North Carolina corporation, with its principal office and place of business
in the City of Wilmington, County of New Hanover and State of North Caro-
lina, does hereby covenant and agree with all persons, firms or corporations
hereafter acquiring any of the property in Section 10A of Highland Hills
Subdivision as the same is shown in Map Book 18 at Page 68 of the New
Hanover County Registry, in the manner and form as follows:

WITNESSETH:

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WHEREAS, it is the desire of Pendco, Inc. to establish a general
scheme or plan regarding the use and enjoyment of the lots in Section 10A of
Highland Hills Subdivision, owned by them and to be conveyed to prospective
purchasers and to restrict the use of the lots in said subdivision in a uniform
manner and to put all persons on notice of such restrictions as hereinafter set
forth and whereas, all of said lots are so situated as to comprise a neighborhood
unit and it is the intent and purpose of Pendco, Inc. to convey said lots to
persons who will erect thereon residences to be used for family purposes.

NOW, THEREFORE, PENDCO, INC. does hereby agree, publish
and declare that all of the Lots owned by them in Section 10A of Highland Hills
Subdivision, as the same is shown in Map Book 18 at Page 68 of the New Han-
over County Registry, shall be subject to the restrictive covenants and building
conditions set forth, which shall constitute covenants running with the land and
do agree, publish and declare that deeds hereinafter made by it for any of said
lots shall be made subject to such restrictive covenants and building conditions
set out as follows:

1. All lots shall be used for residential purposes exclusively
and may not be used for any commercial or business purpose. No dwelling
shall be erected on any lot other than one detached single family dwelling,
not to exceed 2½ stories in height and a one or two-car garage.

2. The location of the dwelling on the lot shall be in accordance with the Zoning Ordinances of the City of Wilmington.

3. No noxious or offensive trade or activity shall be carried on or maintained upon 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.

4. No trailer, basement, tent, shack, garage or garage apartment, barn or other outbuilding erected on the lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

5. The plans and specifications of all buildings erected or moved on any lot shall be subject to approval by the developer or by the developer's successors or assigns, and the lot cannot be subdivided without written approval and no residence shall be erected which shall contain less than 2,000 square feet of living area.

6. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1988, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

7. 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 PENDCO, INC. or any other person or persons owning any real estate situate 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.

8. Invalidation of any one of the covenants by instrument or Court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

9. No lot shall be used as a street or road to the adjoining property.

IN WITNESS WHEREOF, PENDCO, INC. has caused these presents to be signed in its corporate name by its Vice President and attested by its Secretary and its corporate seal to be hereunto affixed all by the authority of its Board of Directors, duly given, this the 6th day of April, 1978.

PENDCO, INC.

By: A. N. Shew
Vice President



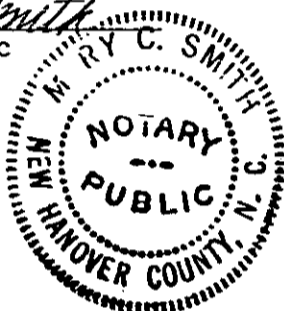
ATTEST: A. N. Shew
Secretary

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Mary C. Smith a Notary Public of said State and County, do hereby certify that A. N. Shew, Jr. personally appeared before me this day and acknowledged that he is the Secretary of Pendco, Inc. and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Vice President and that he the said Secretary affixed said seal to said instrument and that he the said A. N. Shew, Jr. signed his name in attestation of the execution of said instrument in the presence of said Vice President of said corporation.

WITNESS my hand and notarial seal, this 6th day of April, 1978.

Mary C. Smith
Notary Public



My commission expires:

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

The foregoing certificate of Mary C. Smith, a Notary Public of said State and County, is certified to be correct.

This the 6th day of April, 1978.

LOIS C. LeRAY, REGISTER OF DEEDS

By: Peggy R. Thomas
Deputy

Drawn by: Allen and MacDonald

Received and Recorded
4/6/78 at 11:18A M

Lois C. LeRay
Register of Deeds *pt*