

1300

RECORDED AND VERIFIED
REBECCA P. TUCKER
REGISTER OF DEEDS
NEW HANOVER COUNTY, NC

BOOK PAGE
1529 0797

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

FEB 18 10 25 AM '91
DECLARATION OF RESTRICTIONS
INDIAN WELLS AT GORDON WOODS
SECTION 1

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, COASTAL CAROLINA DEVELOPERS, INC., a North Carolina corporation, is the owner and developer (hereinafter sometimes "Developer") of all of the interest and equity in that certain subdivision in New Hanover County, North Carolina, known as INDIAN WELLS AT GORDON WOODS, SECTION 1, as the same is shown on map prepared by Jack G. Stocks, Registered Land Surveyor, which is recorded in Map Book 31, at Page 277, in the office of the Register of Deeds of New Hanover County, in order to promote a uniform and harmonious development of said subdivision as a desirable residential community, does hereby place and impose on all of said lots, and all of said lots shall be conveyed 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:

10

1. No lot or lots shall be put to any use other than for single family residential purposes, except that the Developers may use any of said property as a roadway. Any house constructed on any lot in the subdivision may be used as a model home.

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 and one-half (2-1/2) stories in height, and a private garage for not more than two cars. No such garage shall be more than one (1) 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.

3. No dwelling shall be constructed or permitted to remain on any lot the heated square footage of which is less than 1,000 square feet. Said square footage shall not include porches, other garage areas or carport areas, and the said square footage shall be computed by measuring from the exterior walls of said dwelling.

4. The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of street lighting which will require a continuing monthly payment to Carolina Power & Light Company by the owner of each lot.

5. No building shall be located on any lot nearer than 20 feet from the front or 10 feet from any side street line. No building or structure of any kind shall be located on any lot nearer than a distance of five feet to any side lot line, provided, however, if the owner of two or more adjoining 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. However, dwellings on adjacent lots with separate owners must be at least twenty (20) feet apart. In computing the front and side setback distances called for in these restrictive covenants, the measurements shall be from the base or ground level of the building or structure, and neither the overhang of eaves, not in excess of three feet, chimneys, nor the establishment of uncovered stoops or steps within the setback area, shall be considered a violation of this covenant. In the event of the unintentional violation of any of the building line restrictions herein set forth, the undersigned reserves the right, by and with the mutual consent in writing of the owner or owners at such time of the lot or lots affected thereby, to change such restrictions accordingly; provided, however, that such change shall not exceed 10% of the marginal requirements of the building line restrictions existing as to such lot.

6. The design of all buildings erected or moved onto any lot (including exterior storage buildings, detached garages, dog houses, other detached structures, and structural additions to the

203735

RETURNED TO *W. H. H. H. H.*
RYALS, JACKSON & MILLS
WINNEMUN GOLF AND COUNTRY CLUB

50349 RV.3

1529 0798

main dwelling) shall be subject to the approval of the Developers or of some person or persons designated by them to pass upon said designs. Upon written request of a lot owner for approval of plans, the Developers, or their duly authorized agent shall have ten (10) days within which to approve or disapprove such plans. In the event of failure to approve or disapprove within ten (10) days, such approval will not be required; but the design of the proposed building must be in harmony with the existing structures in this subdivision.

7. All dwellings must be of wood, brick or brick veneer with an architectural design appropriate to the area, or of vinyl siding or composition board, or any other type of synthetic building material approved by the Developers. Exterior storage buildings, detached garages, other detached structures, and structural additions to the main dwelling must be constructed out of the same materials as the main dwelling, and must have the same color and general appearance as the main dwelling. It is the express intention of the Developers to maintain a uniform plan of development with respect to design, size, type, cost and general appearance of all structures upon the lots in the subdivision.

8. The developers reserve for themselves, their successors and assigns, an easement in and the 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 to or useful for furnishing electric power, gas, telephone service, cable TV service and/or other utilities including water and sewer services, or for drainage purposes.

9. No fence or other obstruction exceeding six (6) feet in height shall extend nearer the street than the front setback line of the main dwelling constructed on the lot. All fences (when originally built and any modifications thereto) in the subdivision must be of the same material and height and must be approved by the Developers. Like fences of a material and design that have been approved by the Developer shall be automatically allowed. All lots situated on a corner lot shall be required to have a fenced area at least 20 feet by 20 feet in size in the rear of the house and attached to the rear of the house, within which shall be kept all lawnmowers, bicycles, toys, grills and stored materials.

10. It shall be the duty of each homeowner to keep his or her property in a neat and tidy condition, well maintained, with no unsightly debris or litter or the like in view. No noxious or offensive trade or activity shall be carried on or maintained on any lot, nor shall any activity be conducted which constitutes an annoyance or nuisance to the neighborhood. If yards are not properly mowed and maintained, the Developer may, after giving the lot owner notice by certified mail, enter onto the property and do such mowing or maintenance, as may be deemed necessary by the Developer, to prevent the property from becoming unsightly and/or detrimental to the appearance of the neighborhood. Cost for this shall be billed to the lot owner and if prompt payment is not made the Developer may pursue any remedy at law or equity, including the placing and foreclosing of a lien on the subject property. Junk cars, blocked-up cars, inoperative machinery and similar eyesores shall not be placed or permitted to remain on the property. No mechanical or maintenance work shall be done on cars or other machinery or equipment in the front yard or side yard of any home, or in the street in front of any home; such work may be done only in back yards. Boats, recreational vehicles, semi-trucks and other similar vehicles may not be parked in the front yard or side yard of any home, or in the street in front of any home; all such boats and vehicles may be parked only in the back yard behind a home. There shall be not more than two (2) motor vehicles per home, and both must be in good running order.

1529 0799

11. No commercial trade or activity shall be carried on upon any lot.
12. It shall be the obligation of each property owner to maintain, to the original construction depth, all drainage ditches located upon his or her lot. Any construction of culverts or other construction along or across said ditches must be done so that the free flow of water from subsurface drainage is not interrupted or interfered with. If a property owner elects to tile the entire ditch running along his or her property, then such property owner must install a catch basin at the end of one of his or her property lines, which catch basin must meet North Carolina Department of Transportation standards and must be approved in writing by the Developers. Further, property owners shall at all times maintain any improvements between his lot line and the street pavement of the street upon which said lot is located.
13. No structure of a temporary character, trailer, mobile home, tent, shack, garage apartment, garage, barn, or other outbuilding shall be used on any lot as a residence, either temporarily or permanently either for the owners of said lot, for servants or any other persons.
14. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair; and in event of destruction by fire or other casualty, premises are to be cleared and debris removed within 90 days from date of such casualty.
15. No animals shall be kept on the property other than household pets, and no household pets may be kept, bred or maintained for any commercial purpose. Control of such pets is the responsibility of the owner, and all pets shall be kept inside, or within an approved fenced area, or upon a leash.
16. 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. All containers must be concealed or screened from public view.
17. No lot shall be subdivided, or its boundary line changed without the written consent of the Developer. However, the Developer hereby expressly reserves to itself the right to replat any lot or lots or change the alignment or placement of any road as required in Developer's sole discretion and to take such other steps as are reasonably necessary to make such replatted lot or lots suitable and fit as a building site.
18. No signs of any description shall be placed on or displayed on any residential lot except signs "For Rent" or "For Sale", and any such signs shall not exceed five square feet in size.
19. All newspaper boxes, mailboxes and such receptacles and their posts must be approved by Developers and shall be the same in design as the first such approved receptacle installed in the development.
20. Permanent window treatments must be installed in all new homes within thirty (30) days of occupancy. Bedsheets, towels, blankets, etc. are not considered acceptable window coverings.
21. No satellite television dishes shall be placed, constructed or permitted on any lot in the subdivision.
22. All clotheslines, clothes poles or other paraphernalia for the drying or airing of clothes or other items located on any

lot in the subdivision shall be concealed or screened from public view.

23. These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by the Developers or their successors in title, and recorded in the office of the Register of Deeds of New Hanover County, North Carolina until such time as Developers, or its successors and assigns have conveyed 75% of the lots in this subdivision. Provided, however, until such time as ninety-nine percent (99%) of the lots have been sold and conveyed to purchasers other than contractors or builders, these restrictions may not be altered, modified, cancelled or changed without the express written consent of the Developers, their successors or assigns. These restrictions, unless altered, modified, cancelled or changed as provided herein, shall remain in effect until December 31, 2026 and shall be automatically renewed for successive ten year periods unless by a vote of the majority of owners they are terminated or modified.

24. Invalidation or 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.

25. Any person or corporation owning any lot or lots in said subdivision shall have the right and authority to bring appropriate proceedings at law or in equity to prevent violations of these restrictive covenants and/or to recover damages for such violations.

IN SUCH EVENT, ANY SUCH VIOLATOR SHALL BE LIABLE TO THE PERSONS OR CORPORATION INSTITUTING ANY SUCH ACTION, FOR COSTS OF COURT, REASONABLE ATTORNEYS FEES AND OTHER COSTS INCURRED IN ENFORCING THESE RESTRICTIONS.

26. Potable water for drinking, bathing, cleaning, etc. for the subdivision shall be provided by community water service provided by a utility contracted with by the Developer. The owners of lots herein shall not be entitled to provide water for said uses by a private well. Owners of lots shall be entitled to install a well with the Developers written consent and approval as to location and depth for irrigation purposes only.

27. THESE RESTRICTIONS APPLY ONLY TO INDIAN WELLS AT GORDON WOODS, SECTION 1 AS THE SAME IS SHOWN ON THE MAP REFERENCED ABOVE, AND NOTHING HEREIN IS INTENDED, NOR SHALL BE DEEMED, TO BE A REPRESENTATION, WARRANTY, COVENANT OR PROMISE THAT THESE RESTRICTIONS APPLY OR SHALL APPLY TO ANY OTHER REAL PROPERTY OWNED BY DEVELOPER. DEVELOPER FOR ITSELF, ITS SUCCESSORS AND/OR ASSIGNS, DECLARES THAT INDIAN WELLS AT GORDON WOODS, SECTION 1 IS NOT PART OF ANY OVERALL PLAN FOR THE DEVELOPMENT OF THE REAL PROPERTY DESCRIBED IN THE DEED REFERENCED HEREIN, AND THAT THE REMAINDER OF SAID PROPERTY MAY AND CAN BE USED, DEVELOPED, CONVEYED AND/OR IMPROVED FOR PURPOSES AND SUBJECT TO RESTRICTIONS OTHER THAN AS SET OUT HEREIN.

IN TESTIMONY WHEREOF, the undersigned has caused this instrument to be executed, this the 15th day of February, 1991.

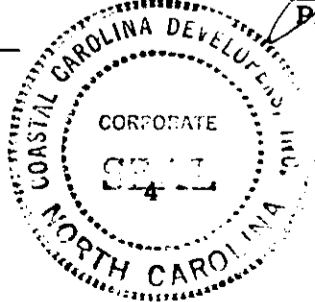
COASTAL CAROLINA DEVELOPERS, INC.

ATTEST:

B. Leon Skinner
Assistant Secretary

BY: [Signature]
President

(AFFIX CORPORATE SEAL)



50349 RV-3

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

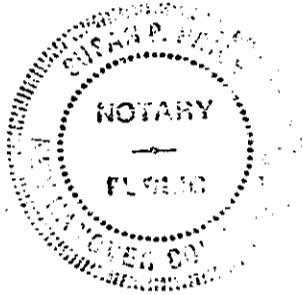
The undersigned Notary Public for the County of New Hanover and State aforesaid certifies that B. Leon Skinner, personally came before me this day and acknowledged that he/she is Assistant Secretary of COASTAL CAROLINA DEVELOPERS, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President, sealed with the Corporate Seal and attested by him/her as its Assistant Secretary.

WITNESS my hand and notarial seal this the 15th day of February, 1991.

Susan P. Price
Notary Public

My Commission Expires:
11-24-91

(AFFIX NOTARIAL SEAL)



STATE OF NORTH CAROLINA
New Hanover County
The Foregoing/Annexed Certificate(s) of
Susan P. Price

Notary (Notaries) Public is/are certified to be correct.

This the 18 day of February 19 91
Rebecca P. Tucker, Register of Deeds

By Benny Williams
Deputy/Assistant

/INDIAN
RESTRICT

50349 RV-3