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BOOK 1021 PAGE 571

NEW HANOVER COUNTY, N.C.

STATE OF NORTH CAROLINA

DECLARATION OF RESTRICTIONS

COUNTY OF NEW HANOVER

KNOW ALL MEN BY THESE PRESENTS:

That R. W. BOOTH and wife, MELVA H. BOOTH, of New Hanover County, North Carolina, the present owners of all of the lots in KIMBERLY ESTATES SUBDIVISION, SECTION 1, do hereby covenant and agree to and with all persons, firms, or corporations now owning or hereafter acquiring any property in said subdivision that all of the lots except as hereinafter stated shown upon a map of said subdivision, which map is recorded in the Office of the Register of Deeds of New Hanover County, in Map Book 16, Page 22, are hereby made subject to the following restrictions as to the use thereof running with said properties by whomsoever owned, to-wit:

1. All lots shall be known as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars and other outbuildings incidental to residential use of the plot, including servant's quarters.

2. No building shall be located on any residential building plot nearer than thirty (30) feet to the front line nor nearer than ten (10%) per cent of the average width of the lot to the side line. No dwelling shall be located nearer than twenty-five (25) feet to the rear line. On corner lots, the street line having the least footage shall be considered the front line. No unattached garage shall be permitted and no outbuildings, playhouses or dog houses shall be located nearer than 50 feet to the front lot line and not nearer than ten per cent (10%) of the average width of the lot to the side lot line, and not nearer than ten (10) feet to the rear lot line.

3. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. No fence shall be erected nearer than ten (10) feet to the rear lot line. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for

which a public authority or utility company is responsible, Drainage easements may be relocated from time to time by the owners of the respective lots to accommodate improvements on such lots or the addition of adjacent area to such lots, provided that the relocation of any drainage easement does not thereby adversely affect the drainage of any other lot, or affect the location of a drainage easement on any other lot. Such relocated easements shall be the same width as the original easements.

4. No noxious or offensive trade or activity shall be carried on upon any lot or part of any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trade materials or inventories may be stored upon the premises, and no trucks, tractors or inoperable automobiles may be stored or regularly parked on the premises. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a doctor's office or professional office of any kind, a fraternity house, a rooming house, a boarding house, an antique shop or gift shop, shall be carried on upon any lot. No domesticated animals shall be kept on the property other than household pets. Dog kennels for commercial purposes shall not be permitted.

5. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding on the tract shall at any time be used as a residence, nor shall any structure of a temporary character be used as a residence. No fence measuring more than 48 inches from the ground shall be erected or allowed to remain upon any building lot and no fence shall be erected nearer the street upon which the residence faces than the front of such building.

6. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

7. No dwelling shall be permitted on any building unit which dwelling has a floor area of the main structure of less than 950 square feet of heated area, exclusive of garages, carports, and porches.

8. The design of all buildings which shall be erected on any lot will be subject to the approval of the undersigned or their Attorney-In-Fact or a committee appointed by the undersigned or their Attorney-In-Fact.

9. Until such time as a sewerage system is available, such disposal shall only be by septic tank to meet the approval of the North Carolina State Board of Health. As soon as a sewerage system is available, sewerage disposal shall only be by said system.

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

11. If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned, their heirs or assigns, 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 person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation.

12. Invalidation of any one 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 R. W. BOOTH and wife, MELVA H. BOOTH, have hereunto set their hands and seals, this 10th day of January, 1975.

R. W. Booth (SEAL)

Melva H. Booth (SEAL)

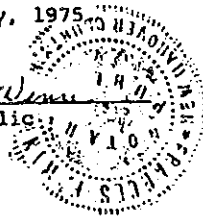
STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Frances F. Winn, a Notary Public in and for the State and County aforesaid, certify that R. W. BOOTH and wife, MELVA H. BOOTH, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and seal, this 10th day of January, 1975.

Frances F. Winn
Notary Public



My commission expires:
10/6/75

STATE OF NORTH CAROLINA
New Hanover County
The foregoing Certificate of _____
Frances F. Winn, _____
Notary Public
is certified to be correct.
This the 13 day of Jan 19 75.
Drawn By S. M. M. & Lennon

Lois C. LeRay, Register of Deeds
By Lois M. Holland
Dep.

Received and Recorded
January 13, 1975 11:15 A.M.

Lois C. LeRay
Register of Deeds