

STATE OF NORTH CAROLINA:

COUNTY OF NEW HANOVER :

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That SMITH CREEK DEVELOPMENT COMPANY, a corporation created and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in the City of Wilmington, North Carolina, is the present owner of all of the lots in KING'S GRANT SUBDIVISION, Section III, does hereby covenant and agree to and with all persons, firms, or corporations now owning or hereafter acquiring any property in the area hereinafter described, that all the lots shown upon a map of that certain subdivision known as KING'S GRANT, Section III, which map is recorded in the Office of the Register of Deeds of New Hanover County, in Map Book 10, at Page 9, 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 servants' quarters.

2. No building shall be located on any residential building plot nearer than fifty (50) feet to the front line nor nearer than ten (10) feet to the side line for one-story structures nor nearer than fifteen (15) feet to the side line for a two-story structure. No dwelling shall be located nearer than twenty-five (25) feet to the rear lot line. No dwelling located on a corner lot shall be located nearer than twenty (20) feet to one street if the dwelling is at least forty (40) feet from the other street. No unattached garage shall be permitted and no other outbuildings, playhouses or dog houses shall be located not nearer than 100 feet to the front lot line and not nearer than ten (10) feet to side lot line, and not nearer than ten (10) feet to the rear lot line. No dwelling shall be erected or placed on

any lot having a width less than 70 feet at the minimum set back line. But as to Lots 92, 93, 94, and 95, these lots being odd-shaped lots, buildings on these particular lots may be located less than fifty (50) feet but not nearer than forty (40) feet to the front line and buildings may be located less than ten (10) feet but not nearer than 7-1/2 feet to the side line for a one-story structure.

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 in 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 rear 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 ground floor area of the main structure, exclusive of basement, porches, garages and storage areas, of less than 1200 square feet for a one-story building nor of less than 1100 square feet on the ground floor of a one and one-half story dwelling; provided that dwelling of one and one-half stories shall have at least 250 square feet of finished living area on the second floor, which finishing shall be of materials and workmanship equal to those on the ground floor. Two-story dwellings shall have a minimum of 750 square feet on the first floor and 600 square feet of finished living area on the second floor. Split-level houses shall have a minimum floor area of 1200 square feet, exclusive of basement or unfinished area, or shall have a minimum floor area of 1100 square feet, exclusive of basement or unfinished area if the basement level contains additional floor area of at least 250 square feet of living area finished as to workmanship and materials comparable to the remaining level or levels.

8/ 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.

9. Lot owners shall be required to use water supplied by the King's Grant Water Company for household use; and a separate water system for the purpose of watering lawns, gardens and other outdoor uses may be permitted upon written approval first being obtained from Smith Creek Development Company.

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, 1992, 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 the said covenants in whole or in part.

11. 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 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 so doing 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 no wise affect any of the other provisions, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said SMITH CREEK DEVELOPMENT COMPANY has caused these presents to be signed in its name by its president and attested by its secretary and its corporate seal to be hereunto affixed, this the 19 day of April, 1968.

SMITH CREEK DEVELOPMENT COMPANY

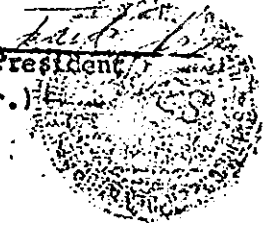
By Raiford G. Trask, Sr. President

(Raiford G. Trask, Sr.)

ATTEST:

Raiford G. Trask, Jr.
Secretary

(Raiford G. Trask, Jr.)



STATE OF NORTH CAROLINA:

COUNTY OF NEW HANOVER :

THIS 19 day of April, 1968, personally came before me, Doris J. Walton, a Notary Public in and for the county and state aforesaid, Raiford G. Trask, Jr., who being by me duly sworn, says that he knows the common seal of SMITH CREEK DEVELOPMENT COMPANY and is acquainted with Raiford G. Trask, Sr., who is the president of said corporation, and that he, the said Raiford G. Trask, Jr., is the secretary of the said corporation and saw the said president sign the foregoing instrument and that he, the said Raiford G. Trask, Jr., secretary as aforesaid, affixed said seal to said instrument, and that he, the said Raiford G. Trask, Jr., signed his name in attestation of the execution of said instrument in the presence of said president of said corporation.

Witness my hand and seal, this 19 day of April, 1968.

Doris J. Walton
Notary Public

My commission expires: 4/11/70



STATE OF NORTH CAROLINA
New Hanover County
The foregoing Certificate of.....
Doris J. Walton.....
Notary Public of New Hanover County, is
certified to be correct.
This the 19th day of APRIL, 1968
Drawn By Addison Hewlett, Jr.
Lois C. LeRay, Register of Deeds
By Debra J. ...
.....Deputy.....

Received and Recorded
April 19, 1968 at 9:34 A.M.
Lois C. LeRay
Register of Deeds