

Prepared by
RECORDED 13 *David Burr*

REBECCA P. TUCKER
REGISTER OF DEEDS
NEW HANOVER CO. NC

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STATE OF NORTH CAROLINA

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COUNTY OF NEW HANOVER

: DECLARATION OF RESTRICTIONS

THIS DECLARATION made this 9th day of May, 1988, by
JAMES R. BURRIS and wife, SARAH M. BURRIS.

W I T N E S S E T H:

THAT, WHEREAS, James R. Burris and wife, Sarah M. Burris are the owners of Lots 1, 2, 3, & 5 in La Foret Subdivision, a map which is recorded in Map Book 22 at Page 10 of the New Hanover County Register of Deeds; and

WHEREAS, it is the desire of James R. Burris and wife, Sarah M. Burris, for themselves, their successors and assigns, to provide for a uniform development of said property in order to preserve its value and to protect the property owners;

NOW, THEREFORE, the said James R. Burris and wife, Sarah M. Burris, (hereinafter referred to as "Burris and wife.") for themselves, their successors and assigns, do hereby declare that the following restrictions shall apply to all lots located in the said subdivision known as La Foret, a map of which is recorded in the New Hanover County Registry in Map Book 22 at Page 10, and that the said restrictions hereinafter set forth shall be binding upon all parties claiming title to said lots under the said James R. Burris and wife, Sarah M. Burris.

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1. Building and Site Improvement and Approval of Plans.

(a) No building, fence, wall, or other structure shall be erected, placed or altered on any lot, nor shall the grade or elevation or physical characteristics of any such lot, or portion thereof, be altered in any way whatsoever, until the proposed building plans, specifications, exterior colors and finishes, site and grading plan (showing the proposed location of such building or structure, drives, parking areas and proposed alterations to the grade, elevation or physical characteristics of the site), and construction schedule shall have been approved in writing by Burris and wife. Refusal or approval of any such plans, location or specifications may be based by Burris and wife, upon any ground, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of Burris and wife, shall seem sufficient.

No house plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area. Such minimum requirements for each lot shall be no less than 2,000 square feet of enclosed dwelling area. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas; provided further that shed type porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term, "enclosed dwelling area."

(b) No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling not to exceed three (3) stories in height, and one or more small accessory buildings (which may include a detached private garage). Such accessory building may not be constructed prior to the construction of the main building.

(c) No domesticated animals shall be kept on the property other than household pets.

(d) No metal storage buildings shall be allowed.

2. Residential Use.

(a) All lots shall be used for residential purposes.

(b) No trailer, tent or other structure of a temporary character

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shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by a contractor during the construction of a main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

(c) No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

(d) Prior to the occupancy of a residence on any lot, proper and suitable provisions shall be made for the disposal of sewage by means of a septic tank or other method, provided that any such method must be approved by appropriate State or County health authorities. As soon as a county sewage system with a line to the street in front of the lot is available, sewage disposal shall be only by such system.

3. Maintenance.

(a) It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Storage of inoperable motor vehicles, installation of antennas and satellite disk shall be specifically prohibited hereunder.

(b) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

4. Signs. No sign of any character shall be displayed on any lot except (a) a temporary "For Sale" sign, (b) a property or owner identification sign.

5. Subdividing. No lot shall be subdivided, or its boundary lines changed except with the prior written consent of Burris and wife.

6. Fences. Fences shall be permitted only on the rear portion of a lot, that is that portion lying to the rear of the extreme rear elevation of the main dwelling erected thereon. In no event shall fences of an unsightly nature be allowed and the developer reserves the right to approve or disapprove of the fence to be erected on any lot. The primary purpose of the provision is to prohibit chicken wire or barbed wire fences and others of a similar nature.

7. Covenants Run With the Land. All covenants, restriction and affirmative obligations set forth in these Restrictions shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of Burris and wife. for a period of ten (10) years from the date hereof after which time all said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the owners of lots (not including mortgagees or trustees under deeds of trust) substantially affected by such changes in covenants, has been recorded, agreeing to change said covenants in whole or in part.

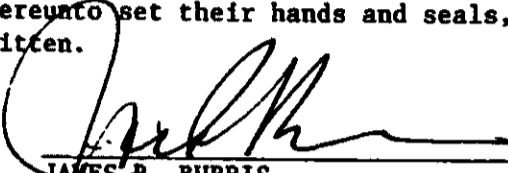
8. Violations. In the event of a violation or breach of any of these Restrictions by any lot owner, or agent of such owner, Burris and wife, or the owner of any other property in La Foret, or any of them jointly or severally shall have the right to proceed at law or equity to compel a compliance to the terms hereof or to prevent the violation of breach. The failure to enforce any right, reservations, restrictions, or conditions contained in these Restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect is enforcement.

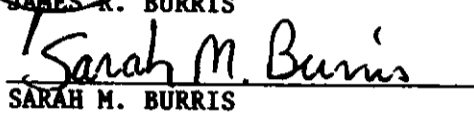
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9. Invalidation. The invalidation by any court, agency or legislation of any provision of these Restrictions shall in no way affect any of the other provisions of these Restrictions, but they shall remain in full force and effect.

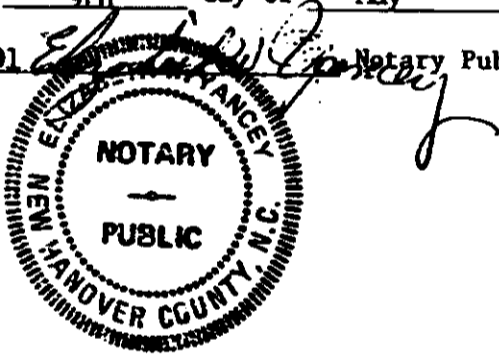
10. Modifications. Burris and wife, specifically reserve the right to amend or change any part or all of the restrictions, covenants and conditions herein set out by the filing in the Office of the Register of Deeds of New Hanover County a declaration of amended restrictive covenants, which such amendments, modifications or additions to the restrictive covenants contained in this Declaration shall be made applicable only to lots conveyed subsequent to the recording of such declaration of amended restrictive covenants, or by modifications contained in deeds conveying said lots.

IN WITNESS WHEREOF, Burris and wife, have caused this instrument to be signed on their behalf, and have hereunto set their hands and seals, all as of the day and year first above written.

 (SEAL)
JAMES R. BURRIS

 (SEAL)
SARAH M. BURRIS

NORTH CAROLINA, New Hanover County.
I, a Notary Public of the County and State aforesaid, certify that JAMES R. BURRIS AND WIFE, SARAH M. BURRIS, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 9th day of May, 19 88.
My commission expires: November 22, 1991



STATE OF NORTH CAROLINA
New Hanover County
The Foregoing Certificate of _____
Elizabeth W. Yancey,

Notary Public
is certified to be correct.
This the 16 day of May 19 88.

Rebecca P. Tucker, Register of Deeds
By Mary Ann Otey, Clerk