

STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER : DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT RAIFORD G. TRASK and wife, MABEL DUNN TRASK, of the County of New Hanover, State of North Carolina; ETHEL HALL TRASK COUPLAND and husband, HOWARD W. COUPLAND, of the city of Virginia Beach, Virginia; A. T. DOMBROSKI and wife, HELEN DOMBROSKI, and WILLIAM J. MORRIS and wife, ERLENE S. MORRIS, of the County of New Hanover, State of North Carolina, the present owners of all of the lots in Long Leaf Acres Subdivision, Section 5, and Long Leaf Acres Subdivision, Section 6, do 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 Long Leaf Acres, Section 5, which map is recorded in the office of the Register of Deeds of New Hanover County in Book 761 at Page 190 1/2, and a map of that certain subdivision known as Long Leaf Acres, Section 6, which map is recorded in the office of the Register of Deeds of New Hanover County in Book 749 at Page 642 1/2, are hereby made subject to the following restrictions as to the use thereof running with said properties by whosoever 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 out-buildings incidental to residential use of the plot, including servants quarters.

2. No building shall be located on any residential building plot nearer than 50 feet to the front line nor nearer than 10 feet to the side line for one story structures nor nearer than 15 feet to the side lot line for a two story structure. No dwelling shall be located nearer than 25 feet to the rear lot line. Unattached garages or other outbuildings shall be located not nearer than 100 feet to the front lot line and not nearer than 5 feet to side lot line.

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

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected 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.

5. The minimum floor area of each dwelling shall be 1250 square feet, excluding porches, garage, terrace, outbuilding.

6. 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, sewage disposal shall only be by said system.

7. The plans for all dwellings and structures incidental to the use of the lots shall be approved by a building committee with respect to their suitability to the subdivision. The building committee shall be composed of three members. One member shall be the owner or his authorized representative. The other two members shall be elected by the property owners other than the subdivision owners. This election shall be by majority vote, one vote to each lot owner. These two members shall serve for a four-year term with

the exception of one of the original two members whose term shall be two years and this shall be decided by lot between the two original members. The owner shall have authority to approve or disapprove any decisions of the building committee.

8. 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, 1983, 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.

9. 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.

10. 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 WITNESS WHEREOF, the said Raiford G. Trask and wife, Mabel Dunn Trask; Ethel Hall Trask Coupland and husband, Howard W. Coupland; A. T. Dombroski and wife, Helen Dombroski, and William J. Morris and wife, Erlene S. Morris, do hereunto subscribe their names and affix their seals, this the 15 day of September, 1965.

Raiford G. Trask (SEAL)
Raiford G. Trask
Mabel Dunn Trask (SEAL)
Mabel Dunn Trask
Ethel Hall Trask Coupland (SEAL)
Ethel Hall Trask Coupland
Howard W. Coupland (SEAL)
Howard W. Coupland

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A. T. Dombroski (SEAL)
A. T. Dombroski

Helen Dombroski (SEAL)
Helen Dombroski

William J. Morris (SEAL)
William J. Morris

Erlene S. Morris (SEAL)
Erlene S. Morris

STATE OF NORTH CAROLINA :

COUNTY OF NEW HANOVER :

I, Margaret E. Murray, a Notary Public in and for the State and County aforesaid, do hereby certify that Raiford G. Trask and wife, Mabel Dunn Trask; A. T. Dombroski and wife, Helen Dombroski, and William J. Morris and wife, Erlene S. Morris,



personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this 27 day of November,

1965.

Margaret E. Murray
Notary Public

My commission expires: 7/27/1967

STATE OF VIRGINIA
~~CITY~~ OF VIRGINIA BEACH

I, E. R. Amburn, a Notary Public in and for the State and County aforesaid, do hereby certify that Ethel Hall Trask Coupland and husband, Howard W. Coupland, personally appeared before me this day and acknowledged the due execution of the foregoing



instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this 25 day of November,

E. R. Amburn
Notary Public

My commission expires: Dec 20, 1965

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STATE OF NORTH CAROLINA:

COUNTY OF NEW HANOVER :

I, Margaret E. Murray, a Notary Public, in and for the County and State aforesaid, do hereby certify that A. T. Dombroski and wife, Helen Dombroski, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.



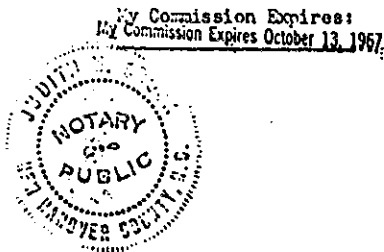
WITNESS my hand and notarial seal, this 27 day of November, 1965.

Margaret E. Murray
Notary Public

STATE OF NORTH CAROLINA:

COUNTY OF NEW HANOVER :

I, Judith W. Crook, a Notary Public, in and for the County and State aforesaid, do hereby certify that William J. Morris and wife, Erlene S. Morris, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.



WITNESS my hand and notarial seal, this 16 day of November, 1965.

Judith W. Crook
Notary Public

Received and Recorded

NOV 27 1965 11:00 M.

Paul Blanchard Registrar of Deeds

STATE OF NORTH CAROLINA
New Hanover County.
I hereby certify that the foregoing Certificate of E. B. Amherst
Judith W. Crook + Margaret E. Murray
Notary Public of New Hanover County
is acknowledged to be correct. Let this
document with the Certificate be
recorded.
This the 27 day of Nov 1965
J. D. Amherst
Clerk Superior Court