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ADMITTED TO RECORD  
24 DAY OF Jan 1995  
AT 1:33 PM  
MARY SUE OOTS  
REGISTER OF DEEDS  
NEW HANOVER COUNTY

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

PROTECTIVE COVENANTS OF  
MARWOOD ESTATES SUBDIVISION  
SECTIONS 1 and 2

THIS DECLARATION, Made this 24th day of January, 1995, by AMMONS LAND COMPANY, INC., a North Carolina corporation, hereinafter called "Declarant."

000107

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the Protective Covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold, and conveyed subject to the Protective Covenants set forth below:

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the Protective Covenants set forth in the Articles of this Declaration is located in the County of New Hanover, State of North Carolina, and is more particularly described as follows:

TRACT 1: Being Lots Numbered 1 through 5, 14 and 15 (inclusive) as the same are shown on a map of MARWOOD ESTATES Subdivision, Section 1 as recorded in Map Book 34 at Page 248, New Hanover County Registry.

TRACT 2: Being lots numbered 6 through 13 (inclusive) as the same are shown on a map of MARWOOD ESTATES Subdivision, Section 2 as recorded in Map Book 34 at Page 247, New Hanover County Registry.

The real property described in Article I hereof is subject to the Protective Covenants and Restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such

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749-5723

improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement on lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

#### ARTICLE II

LAND USE AND BUILDING TYPE. No lot shall be used except for single family residential purposes. No building or structure, including TV Satellite Dish, shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling not to exceed three (3) stories in height, a private garage for not more than three (3) cars, and (with the approval of the Architectural Committee) a non-metal accessory building or structure for storage or other appropriate residential uses, not in excess of 250 square feet in area, which shall be located in the rear of dwelling at a location approved by the Architectural Committee.

#### ARTICLE III

BUILDING LOCATION. No building (including an accessory building or structure and a garage) shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plot showing the location of every such building, have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the building with respect to topography and finished ground elevation by the Architectural Committee, which shall be a committee composed of three persons designated and appointed by the Board of Directors of Ammons NorthChase Corporation, its successors or its assigns. In the event the Committee fails to approve or disapprove such design or location within thirty days after the plans and specifications have been submitted to it, or, in any event if no suit to enjoin the erection of any such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

#### ARTICLE IV

DWELLING SIZE. Except with the prior written approval of the Architectural Committee, no residential structure, which has an

area of less than 1600 square feet, exclusive of porches, breezeways, steps and garages, shall be erected or placed or permitted to remain on any lot.

ARTICLE V

**BUILDING SETBACK AND SEPARATION.** Buildings located on the periphery of the Planned Development District shall be set back a minimum of twenty (20) feet from the Planned Development District boundary. All buildings shall be set back at least ten (10) feet from the rear lot lines and all pedestrian and bicycle paths, front setbacks to be thirty-five (35) feet from all public and private streets, and fifty (50) feet along US and NC numbered highways and major thoroughfares. No building shall encroach upon the right-of-way of a proposed thoroughfare as designated by the Wilmington Area Thoroughfare Plan. No building shall be located nearer than five (5) feet from any side line and in no case shall any part of a building be located closer than ten (10) feet to any part of another building. For the purpose of this covenant, eaves and steps shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Ammons NorthChase Corporation reserves the right to waive minor violations of the setback and side line requirements set forth in this Article. (Violations not in excess of 10% of the minimum requirements shall be deemed minor.) In the event the setback distances on the recorded plat conflict with those recited herein, the setbacks stated herein shall control.

ARTICLE VI

**LOT AREA AND WIDTH.** All lots as shown on the recorded map hereinbefore referred to are hereby approved. Adjustments may be made, however, in the line between any two lots so long as the area of any lot is not reduced by more than ten percent (10%) and so long as all other restrictions herein set forth are observed.

ARTICLE VII

**EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot and five feet on the front and each side line unless shown in excess of such distances on the recorded plat, in which case the plat shall control. 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 and drainage facilities, 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. 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. The easements provided for herein may be moved to

conform to the relocation of lot lines provided such movement does not interfere with the existing easement rights belonging to the owners of the other lots.

#### ARTICLE VIII

BUSINESS, MANUFACTURING, COMMERCIAL AND PROFESSIONAL USES PROHIBITED; NUISANCES PROHIBITED. No part of the said property shall be used for business, manufacturing, commercial or professional purposes. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises, except real estate subdivision signs or other related types of signs. 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 trade materials or inventories may be stored or regularly parked on the premises.

#### ARTICLE IX

TEMPORARY STRUCTURES. No trailer, tent, shack, barn or other outbuilding, except a private garage for not more than three (3) cars and an accessory building or structure as authorized by the provisions of ARTICLE II, shall be erected or placed on any lot covered by these covenants. Except with the prior consent of the Architectural Committee, no detached garage shall at any time be used for human habitation temporarily or permanently. Also, no clotheslines, satellite dishes or any outside antennas (radio and television) shall be permitted without express written consent of the Architectural Committee.

#### ARTICLE X

FENCES. No fence, wall, hedge, or mass planting shall be permitted except in rear of dwelling and shall not be permitted to extend beyond the rear corner of dwellings, except upon approval by the Architectural Committee. Any fence constructed within these bounds must be approved by the Architectural Committee as to location, style, design and materials.

#### ARTICLE XI

MAILBOXES. Prior to the erection of any mailbox on any lot in the subdivision or in the street right-of-way adjacent to the lot, the lot owner will present a plan and design for said mailbox and a plot plan showing the location thereof to the Declarant, and the Declarant shall have the right to approve both the design and location of said mailbox; it being the intention of the Declarant to require a uniform look of all mailboxes in MARWOOD ESTATES Subdivision. If after sixty (60) days have passed and Declarant

has not responded to the plan submitted by the lot owner, the lot owner is entitled to assume that his plan and location has been approved by the Declarant. If a mailbox is erected without following this procedure, then the Declarant is entitled to remove the mailbox and require lot owner to erect one of proper design.

ARTICLE XII

ANIMALS. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of said property.

ARTICLE XIII

PARKING. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets in the development. Owners of lots shall not be permitted to park boats, trailers, campers and all other similar property on the streets in the development, and such property shall be parked in a garage or screened area. The Homeowners Association may make parking available for recreational vehicles and boats. No unlicensed vehicle or junk cars shall be parked on any lot, in the streets or common areas.

ARTICLE XIV

UNDERGROUND UTILITIES AND STREET LIGHTING. Declarant reserves the right to subject the real property described hereinabove to a contract with Carolina Power & Light Company for the installation of street lighting, either or both of which may require a continuous monthly charge to the owner of each building lot.

ARTICLE XV

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date on which this Declaration and Agreement is filed for registration in the Registry of New Hanover County, after which period said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

ARTICLE XVI

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both.

ARTICLE XVII

SEVERABILITY. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not prevent the enforcement of such covenant or covenants in the future.

IN WITNESS WHEREOF, Ammons Land Company, Inc. has caused this instrument to be executed in its corporate name by its proper officers and its corporate seal hereunto affixed, as of the day and year first above written.

AMMONS LAND COMPANY, INC.

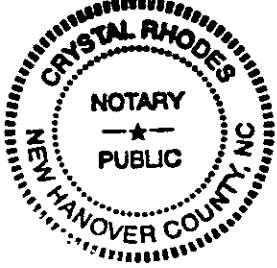
By: Andrew Ammons  
Vice President



ATTEST:  
Emily B. Voigt  
Assistant Secretary

I, the undersigned Notary Public, hereby certify that Emily B. Voigt personally came before me this day and acknowledged that she is Assistant Secretary of Ammons Land Company, 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 Vice President, sealed with its corporate seal and attested by herself as its Assistant Secretary.  
Witness my hand and notarial seal this 24th day of January, 1995.

Crystal Rhodes  
Notary Public  
My commission expires: 11/29/99



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

Crystal Rhodes, A  
Notary (Notarize) Public is/ are certified to be correct.

This the 24 day of Jan 1995  
Mary Sue Oots, Register of deeds  
by Rhettis (gm)  
Deputy Assistant