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BOOK _____ PAGE _____
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LOUIS CLERAY
REGISTRAR

BOOK 1028 PAGE 851

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS OF
MCLAIN HEIGHTS, SECTION I

THIS DECLARATION, made this 31st day of OCTOBER,
1973, by DAVID G. MCLAIN and wife, THELMA T. MCLAIN of New Hanover
County, North Carolina, hereinafter called the Developers.

W I T N E S S E T H:

THAT WHEREAS, the said DAVID G. MCLAIN and wife, THELMA T.
MCLAIN have placed on record in the New Hanover County Registry a map
showing the area designated as MCLAIN HEIGHTS, SECTION I, said map
recorded in Map Book 16 at Page 34 of the New Hanover County,
North Carolina, Registry.

WHEREAS, it is the desire of DAVID G. MCLAIN and wife, THELMA
T. MCLAIN for themselves, their successors and assigns, to declare that
the following restrictions shall apply to all lots located in said
MCLAIN HEIGHTS, SECTION I, a map of which has been duly recorded in the
New Hanover County Registry; and that these restrictions shall be binding
upon all parties claiming title to any lot or lots in MCLAIN HEIGHTS,
SECTION I.

NOW, THEREFORE, the undersigned do hereby covenant, agree and
declare to and with all persons, firms or corporations hereafter acquiring
any property at MCLAIN HEIGHTS, SECTION I, that all of the lots in said
MCLAIN HEIGHTS, SECTION I, as shown on map thereof recorded in Map Book
16 at Page 34 of the New Hanover County, North Carolina, Registry
are hereby made subject to the following restrictive covenants as to the
use thereof, which covenants shall run with the land, to-wit:

- (1) All lots in said subdivision shall be used for single-family residential purposes only.

David G. McLain
REGISTRAR

(2) Not more than one residence shall be erected or located on any one lot.

(3) No residence smaller than 1,400 square feet of living space, exclusive of porches, steps, walks, breezeways, carports, and garages shall be constructed or located on any lot.

(4) No part of any building erected on any lot shall be nearer than ten (10) feet to the side boundary line of said lot nor nearer than thirty-five (35) feet to the front property line of the said lot; provided, however, if the owner of two or more contiguous lots shall elect to use them for one residence, the boundary line between the lots so used shall be regarded as non-existing for the purposes of determining the set back of the residence.

(5) No house trailer, mobile home, tent, shack or temporary structure of any nature, shall be located on any lot or used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence on any lot.

(6) No sign or billboard of any description shall be displayed on any lot, other than private name plates, signs for identification of the resident, and signs advertising the property "For Rent" or "For Sale", which signs shall not exceed 15" X 20".

(7) The design of all structures which shall be erected on any lot will be subject to the approval of the Developers or an Agent for the Developers.

(8) 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.

(9) No animals or poultry of any kind shall be kept or maintained on any of the said lots except house pets such as dogs and cats.

(10) These restrictions are subject to being altered, modified, cancelled or changed at any time, as to the property as a whole, or as to any lot or part thereof, by written document executed by the Developers and by the owners of not less than sixty (60%) per cent of the lots or parts of the area to which these restrictions apply, and recorded in the Registry of Deeds of New Hanover County, North Carolina.

(11) If the Developers, or any one of them, or their heirs or 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 situate in the said MCLAIN HEIGHTS, SECTION I, to prosecute any proceedings at law or in equity against the person, or persons, violating or attempting to violate any such covenants, 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 way affect any of the other covenants herein, each of which shall remain in full force and effect.

(13) These covenants shall be construed as covenants running with the land and shall be binding on all parties and all persons claiming under the Developers until January 1, 1990, at which time these covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the recorded owners of a majority of lots in said subdivision it is agreed to change said covenants in whole or in part.

IN TESTIMONY WHEREOF, David G. McLain and wife, Thelma T. McLain have herunto set their hands and seals this 31st day of OCTOBER, 1973.

David G. McLain (SEAL)
DAVID G. MCLAIN
Thelma T. McLain (SEAL)
THELMA T. MCLAIN

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

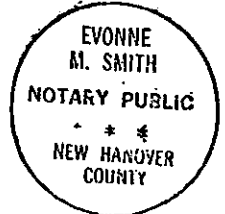
I, Evonne M. Smith, a Notary

Public in and for the aforesaid County and State do hereby certify that DAVID G. MCLAIN and wife, THELMA T. MCLAIN, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 31st day of October, 1973.

Evonne M. Smith
Notary Public

My Commission Expires: 11/14/76



STATE OF NORTH CAROLINA
New Hanover County
The Foregoing Certificate of _____
Evonne M. Smith,
a Notary Public,
is certified to be correct.
This the 25 day of April 19 75
~~Executed By~~ _____

Prepared by Herbert J. Zimmer

Lois C. LeRay, Register of Deeds
By Carol R. Gilstrap
Deputy

Received and Recorded A.
April 25, 1975 at 11:04 M.
Lois C. LeRay
Register of Deeds