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STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS
FOR
MISSION HILLS, SECTION 1

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, JOE E. DINWIDDIE and GRACE E. DINWIDDIE, of New Hanover County, North Carolina, are the owners of all of the interest and equity in that certain tract of land known as MISSION HILLS, Section 1, and it is the desire of the undersigned, the developers of this land, to insure the use of said property for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each lot, occupant and owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners;

NOW, THEREFORE, the undersigned do hereby covenant, agree and declare to and with all persons, firms or corporations now owning or hereafter acquiring any property in MISSION HILLS, Section 1, that all the lots in said subdivision as shown on a map recorded in Map Book 21, at Page 64, New Hanover County, North Carolina Registry, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

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1. All lots in said subdivision shall be known as single-family residential lots, and shall be used for residential purposes only, and no dwelling shall be erected or placed on the property other than a single-family dwelling. In addition, there may be erected or constructed garages, and storage sheds or facilities, provided the plans and specifications and the location of said addition shall be approved in advance by the developers or their duly approved agent as hereinafter set forth.

2. No dwelling erected or placed on any of the lots shown on said map as aforesaid shall have a width of less than 24 feet nor a length less than 40 feet, when measured by the exterior walls exclusive of porches, steps, walks, decks, carports, storage areas, etc.

3. All dwellings must be approved by developers in advance of being moved on or erected upon any lot and must have wood, lap aluminum, vinyl or masonite siding and fiberglass or asphalt shingle roofs. Garages and carports must be constructed of materials approved by developers. It is the express intention of the developers to maintain in this section a uniform plan of development with respect to design, size, type, cost and general appearance of the structure to be located on the property therein.

4. No part of any dwelling located on any lot herein conveyed shall be nearer than 50 feet to the front property line of said lot, nor nearer than 10 feet to any side boundary line. No accessory building shall be erected on any lot within five (5) feet of any other building, except that accessory buildings not exceeding 500 square feet may be permitted in the side or rear yard of any lot, provided such accessory buildings are at least five (5) feet from any property line and do not encroach on any easements and are approved by developers.

On corner lots, the side having the least street frontage shall be considered the front lot line of said lot.

5. No lot sold or offered for sale shall be resubdivided unless such part of the subdivided lot becomes a part of a whole lot and the remainder of the subdivided lot becomes a part of another whole lot, unless approved in advance by the developers or their duly appointed agent as hereinafter set forth.

6. No building shall be either erected or moved onto any lot until the plans and location thereof shall have been approved by the developers.

RETURNED TO

S. Morda Rhodes

ROUNTREE, RYALS, JACKSON, SEAGLE & CARTER
WILMINGTON, NORTH CAROLINA 28402 1400

In the event of the failure of developers to approve or disapprove any plans within ten days after said plans have been presented to them, such approval shall not be required, provided all other provisions of this declaration shall have been complied with and the plans and location of said building are in harmony with the other buildings then existing in the subdivision.

7. No noxious or offensive trade or activity shall be carried on or maintained on 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 farm animals or fowls shall be kept on the property. No pet shall be left outside past 10:00 P.M. nor prior to 6:00 A.M. Any automobile truck or other motor vehicle which does not have correct valid license plate and inspection stickers or is not in operating condition shall not be left on a lot or in the street for over ten (10) days.

8. No fence shall be erected on any lot nearer the front street line than the rear corners of the house erected on said lot, and all fences erected shall be of wood or chain link type composition. Each residence shall have a front entry deck or porch, of masonry or pressure treated wood with a minimum size of 6 foot by 8 foot, with hand rails; and a rear entry deck or porch of masonry or pressure treated wood with a minimum size of 6 foot by 6 foot, with hand rails. All residences shall be enclosed underneath with masonry, aluminum, vinyl or pressure treated wood, which shall be approved by developers prior to installation. All mobile or modular units shall have the tongues removed prior to underpinning being installed.

9. No sign or billboard of any description shall be displayed on any lot, other than private name plates or signs for identification of the resident.

10. Until such time as municipal sewage is available, sewage disposal shall only be by septic tank to meet the approval of the N.C. Board of Health and New Hanover County Health Department.

11. It shall be the obligation of the owner of any lot or lots in the subdivision to provide, install and maintain adequate culvert or drain pipe beneath his or her driveway as it crosses the ditch line at the front of his or her lot in order that the natural flow of drainage will not be at any time blocked along the street. The culvert or drainage pipe must be of sufficient size to accommodate the flow of surface water in the ditch line. In no instance shall said drainage pipe be less than 15 inches in diameter and 20 feet long, and said pipe shall be installed prior to the locating of any dwelling on said lot.

12. Developers shall have no responsibility for maintaining any drainage easements in connection with any lots sold. All maintenance shall be the responsibility of the purchaser of a lot, his heirs, successors and assigns. Within the easements reserved to developer, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of 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 developers may, however, from time to time and at their sole discretion, clean and maintain any drainage easement as shown on the map of MISSION HILLS, Section 1, as aforesaid.

13. Developers reserve unto themselves a perpetual, alienable and releasable easement and right over, on and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, TV Cable facility, gas, sewer, water or other public convenience or utilities on, in or over the rear ten feet of each lot, the front ten feet of each lot and ten feet along one side of each lot and such other areas as are shown on the applicable map; provided

further, that developers may cut drainways for surface water wherever and whenever such action may appear to developers to be necessary in order to maintain reasonable standards of health, safety and maintenance of a neat and wholesome appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonable necessary, in the opinion of developers to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

14. In the event yards are not properly maintained they may be cleaned up at owner's expense, and the cost thereof shall be treated as a lien against said property, until paid.

15. If at any time any lot owner, or his, her 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 lot or lots in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenants and either prevent him or them from so doing or recover damages or other dues for such violation.

16. Invalidation of any one or more of these covenants by judgment or court order shall not be deemed to affect any of the other provisions hereof, which shall remain in full force and effect.

17. The developers reserve the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of street lighting, which will require a continuing monthly payment to Carolina Power & Light Company by the owner of each lot. Prior to the time when Carolina Power and Light Company begins billing street lighting costs direct to each lot owner or occupant, each lot shall be subject to a monthly assessment by developers in the amount of \$2.50 per month, per lot.

18. All covenants and restrictions herein shall run with the land and shall be binding on all parties owning lots in said subdivision for a period of 20 years from the date hereof, at which time these covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of said lots, not under legal disability, it is agreed to revoke or amend same.

19. The developers hereby designate Joe E. Dinwiddie, 1853 Mission Hills Drive, Wilmington, North Carolina 28405, as their agent to act on all matters requiring consent of developers, or to whom notice to developers shall be given.

IN TESTIMONY WHEREOF, the said JOE E. DINWIDDIE and GRACE E. DINWIDDIE have hereto set their hands and seals, all as duly authorized this the 29 day of August, 1983.

JULY

Joe E. Dinwiddie (SEAL)
JOE E. DINWIDDIE

Grace E. Dinwiddie (SEAL)
GRACE E. DINWIDDIE

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, CAROLYN DEUTSCH, a Notary Public in and for the State and County aforesaid, do hereby certify that JOE E. DINWIDDIE and GRACE E. DINWIDDIE, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein stated.

WITNESS my hand and notarial seal this 29th day of July, 1983.

My Commission Expires:
11-25-84

Carolyn Deutsch
NOTARY PUBLIC



STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

The Foregoing Certificate(s) of Carolyn Deutsch,
a Notary Public
(is) (are) certified to be correct.

This 29 day of July, A.D., 1983.

REBECCA P. TUCKER, Register of Deeds

By: Serrine N. Stalling
Deputy

RECORDED AND VERIFIED
REBECCA P. TUCKER
REGISTER OF DEEDS
NEW HANOVER CO. NC

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