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RECORDED AND VERIFIED
MARY SUE GOTS
REGISTER OF DEEDS
NEW HANOVER CO. NC.
Dec 23 11 04 AM '92

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS
OF
MULBERRY PLACE, Section 1

THIS DECLARATION OF RESTRICTIONS, made and entered into this the 21st day of December, 1992, by the undersigned, NATHAN S. SANDERS and wife JUDIA B. SANDERS, and BOYCE-QUINN, INC., a North Carolina Corporation, hereinafter referred to as the Developers, to and with and on behalf of all persons hereafter owning or acquiring any of the numbered lots shown upon that map of MULBERRY PLACE, Section 1, recorded in the New Hanover County Registry in Map Book 32 at Page 356 :

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W I T N E S S E T H :

WHEREAS, the Developers are the owners and developers of all of the numbered lots in MULBERRY PLACE, Section 1, as shown upon the above-mentioned map, and desire to provide a uniform plan of development of said property for residential purposes, for the benefit of themselves and all future owners of any of the numbered lots shown upon said map;

NOW THEREFORE, the Developers do hereby declare that the following restrictive covenants shall apply to all of the numbered lots shown upon the above-mentioned map, and shall run with the land, and be binding upon all subsequent owners of any of said lots:

1. All lots shall be used for residential purposes only; provided, however, that the Developers may use any of said property as a roadway. No dwelling shall be erected on any lot other than one attached or detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height, and a one or two-car garage.
2. No dwelling shall be constructed or permitted to remain on any lot the square footage of which is less than 700 square feet. Said square footage shall not include porches, other garage areas or carport areas, and the said square footage shall be computed by measuring from the exterior walls of said dwelling.
3. No building or structure shall be located on any lot nearer than 20 feet from the front lot line, 15 feet from the rear lot line, or 10% of the front width from any side lot line. In computing the front and side setback distances called for in these restrictive covenants, the measurements shall be from the base or ground level of the building or structure, and neither the overhang of eaves, not in excess of three feet, or chimneys shall be considered a violation of this covenant. In the event of the unintentional violation of any of the building line restrictions herein set forth, the undersigned reserves the right, by and with the mutual consent in writing of the owner or owners at such time of the lot or lots affected thereby, to change such restrictions accordingly; provided, however, that such change shall not exceed 10% of the marginal requirements of the building line restrictions existing as to such lot.

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4. No trailer, basement, tent, shack, garage apartment, barn or other outbuilding shall be erected on any lot or used as a residence thereon; but this shall not prevent the erection of exterior storage buildings or detached garages after a dwelling has been constructed on any particular lot. Any such exterior storage building or detached garage must meet the requirements set out below in Paragraphs 5 and 6.

5. The design of all buildings erected or moved onto any lot (including exterior storage buildings, detached garages, other detached structures, and structural additions to the main dwelling) shall be subject to the approval of the Developers, or of some person or persons designated by the Developers to pass upon said designs. Upon written request of a lot owner for approval of plans, the Developers or their duly authorized agent shall have ten days within which to approve or disapprove such plans. In the event of failure to approve or disapprove within ten days, such approval will not be required; but the design of the proposed building must be in harmony with the existing structures in this subdivision.

6. All dwellings must be of wood, brick, brick veneer, or of concrete block if completed with a brick veneer facing with an architectural design appropriate to the area, or of vinyl siding or composition board, or any other type of synthetic building material approved by the Developers. Exterior storage buildings, detached garages, other detached structures, and structural additions to the main dwelling must be constructed out of the same materials as the main dwelling, and must have the same color and general appearance the main dwelling. It is the express intention of the Developers to maintain a uniform plan of development with respect to design, size, type, cost, and general appearance of all structures upon the lots in the subdivision.

7. No animals shall be kept on the property other than household pets; and no household pets may be kept, bred, or maintained for any commercial purpose. Control of such pets is the responsibility of the owner, and all pets shall be kept inside, or within an approved fenced area, or upon a leash.

8. It shall be the duty of each homeowner to keep his or her property in a neat and tidy condition, well maintained, with no unsightly debris or litter or the like in view. No noxious or offensive trade or activity shall be carried on or maintained on any lot, nor shall any activity be conducted which constitutes an annoyance or nuisance to the neighborhood. Junked cars, blocked-up cars, inoperative machinery, and similar eyesores shall not be placed or permitted to remain on the property. No mechanical or maintenance work shall be done on cars or other machinery or equipment in the front yard or side yard of any home, or in the street in front of any home; such work may be done only in back yards.

9. No commercial trade or activity shall be carried on upon any lot.

10. It shall be the obligation of each property owner to maintain, to the original construction depth, all drainage ditches located upon his or her lot. Any construction of culverts or other construction along or across said ditches must be done so that the free flow of water from subsurface drainage is not interrupted or interfered with. If a property owner elects to tile the entire ditch running along his or her property, then such property owner must install a catch basin

at one of his or her property lines, which catch basin must meet North Carolina Department of Transportation standards and must be approved in writing by the Developers.

11. No fence or other obstruction exceeding six (6) feet in height shall extend nearer the street than the front setback line of the main dwelling constructed on the lot. All fences in the subdivision must be of the same design, height, type, and general appearance, i.e., the first fence built in the subdivision must be approved by the Developers as to the design, height, type, and general appearance and any fences built thereafter must be of the same design, height, type, and general appearance. All lots situated on a corner lot shall be required to have a fenced area or storage facility in the rear of the house, within which shall be kept all lawnmowers, bicycles, toys, grills and stored materials.

12. The Developers reserve for themselves, their heirs, successors, and assigns, an easement in, and right at any time in the future to grant a right of way under, over, and along the side, rear, and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cable television or other utilities including water and sewer service. Also, easements for drainage and utilities are reserved as shown on the recorded plat of said subdivision.

13. The Developers reserve for themselves, their successors, and assigns, a temporary easement to place directional signs upon any of the lots in said subdivision, in order to assist prospective purchasers in locating other lots or houses which are for sale in this Subdivision or in other future subdivisions coming out of adjoining lands presently owned by the Developers.

14. The Developers reserve the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of street lighting which will require a continuing monthly payment to Carolina Power and Light Company by the owner of each lot.

15. All newspaper boxes, mailboxes and such receptacles and their posts must be approved by Developers and shall be the same in design as the first such receptacle installed in the development.

16. Permanent window treatments must be installed in all new homes within thirty (30) days of occupancy. Bedsheets, towels, blankets, etc., are not considered acceptable window coverings.

17. No satellite television dishes shall be placed, constructed or permitted on any lot in the subdivision.

18. All clothes lines, clothes poles or other paraphernalia for the drying or airing of clothes or other items located on any lot in the subdivision shall be concealed or screened from public view.

19. All buildings, structures, and their appurtenances shall be maintained in a suitable state of repair, and in event of destruction by fire or other casualty, the premises are to be cleared and all debris removed within 90 days from the date of such casualty.

20. No lot or area shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such materials may not be kept on any lots, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

21. No lot shall be subdivided, or its boundary line changed, without the consent of the Developers. However, the Developers hereby expressly reserve to themselves the right to replat any lot or lots or change the alignment or placement of any road as required in Developers' sole discretion and to take such other steps as are reasonably necessary to make such replatted lot or lots suitable and fit as a building site.

22. No signs of any description shall be placed on or displayed on any lot except signs "For Rent" or "For Sale", and any such signs shall not exceed five square feet in size.

23. Except as hereinafter provided, these restrictions may be altered, modified, cancelled, or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by a written document, recorded in the New Hanover County Registry, executed by the owners (not including mortgagees, trustees, or other lienholders) of not less than fifty-one (51) percent of the subdivided lots to which these restrictions apply. If said restrictions are not so modified, they shall remain in effect until December 31, 2020, after which date these restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of said lots (not including mortgagees, trustees, or other lienholders) is recorded, amending or revoking these restrictions.

Developers reserve the right, so long as any of the undersigned shall own a lot or lots within the subdivision, to amend these restrictions at their discretion, but not to impair the property value of the other lot owners within the subdivision

24. The Developers may from time to time delegate any or all of their rights, powers, discretion, and duties to such agent or agents as they may nominate or appoint. They may also permanently assign any or all of their powers and duties (including discretionary powers and duties) obligations, rights, title, easements, and estates reserved to them by this Declaration, to any one or more corporations, associations, or persons that will accept same. Any such agreement shall be in writing and shall be recorded among the land records of New Hanover County, and the assignee or assignees shall join therein for the purpose of evidencing its or their acceptance of the same, and such assignee shall thereupon have the same rights, title, powers, obligations, discretion and duties as are herein reserved to the Developers, and the Developers shall thereupon be released therefrom

25. If the parties hereto, or any 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 situated in said 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 violations.

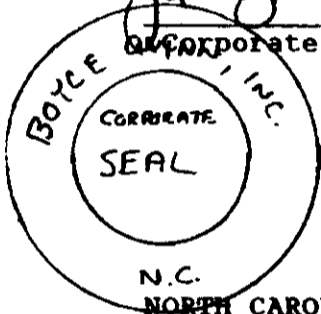
In such event, any such violator shall be liable to the persons or corporation instituting any such action, for such costs of court, reasonable attorneys' fees, and any other costs incurred in enforcing these restrictions.

26. Invalidation of any one of these covenants by judgment of court order shall not in any wise affect any of the other provisions, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the BOYCE-QUINN CORPORATION has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, and NATHAN S. SANDERS and wife, JUDIA B. SANDERS, have hereunto set their hands and seals, all the day and year first above written.

BOYCE-QUINN INC.
BY: Bill B. Henderson President

Attest:
J. Quinn Sweeney Henderson
Secretary



N.C.
NORTH CAROLINA
NEW HANOVER COUNTY

Nathan S. Sanders
Nathan S. Sanders
Judia B. Sanders
Judia B. Sanders

I, a Notary Public of the County and State aforesaid, certify that J. Quinn Sweeney Henderson personally came before me this day and acknowledged that she is the _____ Secretary of BOYCE-QUINN, 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 _____ President, sealed with its corporate seal, and attested by her as its _____ Secretary.

Witness my hand and official stamp or seal, this 21st day of December, 1992.

My Commission Expires: 10/14/95
Samuel O. Mah
Notary Public



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STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public of said County and State, do hereby certify that Nathan S. Sanders and Judia B. Sanders 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 stamp or seal, this the 21st day of December, 1992.

My Commission Expires:
10/14/95

Daniel D. Mahn
Notary Public



STATE OF NORTH CAROLINA
New Hanover County

The Foregoing / Annexed Certificate(s) of

Daniel D. Mahn

Notary (Notaries) Public(s) are certified to be correct.

This the 23 day of Dec 19 92

Mary Sue Oats, Register of deeds

by [Signature]

Deputy/Assistant