

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

The foregoing Certificate of Alice N. Kelly Notary Public of New Hanover County, is adjudged to be correct. Let the Instrument with the Certificate be recorded. Drawn by C.M.F. & N. This the 31st day of Mar. 1965.

Elizabeth Davis
Dep. Clerk Superior Court

Received and Recorded this 31st day
of March, 1965 at 9:50 A.M. & Verified

Paul Blanchard
Register of Deeds

BARCLAY HILLS CO	:	STATE OF NORTH CAROLINA	RESTRICTIONS FOR
AND	:	COUNTY OF NEW HANOVER	NOREMAC HILLS
NOREMAC REALTY CORP.	:	<i>See Book 751 - Page 535 - Filed 10/9/72</i>	
RESTRICTIONS	:	THIS DECLARATION, Made this 26th day of March, 1965, by	
North Carolina corporations of Wilmington, New Hanover County, North Carolina.			

WITNESSETH:

THAT WHEREAS, the said Barclay Hills Company and Noremac Realty Corporation have placed on record in the New Hanover County Registry a map showing the area designated as Noremac Hills, Lots 40 through 71 inclusive, said area so designated lying and being in the City of Wilmington, County of New Hanover, State of North Carolina; and

WHEREAS, it is the desire of Barclay Hills Company and Noremac Realty Corporation for themselves, their successors and assigns, to declare the following restrictions which shall apply to all of said lots located in said Noremac Hills, a map of which has been duly recorded in the New Hanover County Registry in Map Book 8 at Page 85 and these restrictions shall be binding on all parties claiming title to any of said lots in Noremac Hills under the said Barclay Hills Company and Noremac Realty Corporation:

1. The property herein conveyed shall be used only for residential purposes.
2. No residence shall be constructed or located on any lot in Noremac Hills smaller than 1400 square feet of floor space on the main floor, which shall be exclusive of porches, steps, walks, breezeways, careports, garages, et cetera;
3. Not more than one residence shall be erected or located on the lot herein conveyed.
4. No part of any building erected on the lot herein conveyed shall be nearer than 10 feet to the side boundary line of said lot nor nearer than fifty feet to the front property line of the above described property, provided, however, if the owner of two or more 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 purpose of determining the set back of the residence.
5. No outside toilets or privies shall be maintained upon the premises described herein
6. No house, trailer, tent, shack, or temporary structure shall be located on said lot or used at any time as a residence nor shall any building or structure of temporary nature be permitted on said lot.
7. No lot as shown by the official plan of the above lots shall be re-subdivided 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.
8. The design of all buildings which shall be erected on any lot will be subject to the approval of the developer or the Agents for the developer.
9. 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 subdivided lot or part thereof, by written document executed by Barclay Hills Company and Noremac Realty Corporation, and by the owners of not less than sixty (60%) per cent of the subdivided lots or parts of the area to which these restrictions apply, and recorded in the Register of Deeds of New Hanover County, North Carolina.
10. 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 situate in said subdivision to prosecute any proceedings at law in equity against the person, or persons, owning any real property situate in said subdivision 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.
11. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other covenants herein which shall remain in full force and effect.
12. These covenants shall be construed as covenants running with the land and shall be binding on all parties and all persons claiming under the grantors until the 26th day of March, 1985, at which time these covenants shall be automatically extended for successive periods of ten (10) years each unless by vote of the recorded owners of a majority of said lots in said subdivision it is agreed to change said covenants in whole or in part.

IN WITNESS WHEREOF, BARCLAY HILLS COMPANY and NOREMAC REALTY CORPORATION, have each caused this instrument to be signed in its corporate name by its President, attested by its Secretary and its corporate seal to be heretoaffixed, all this the day and year first above written.

ATTEST: Thelma Johnson
Asst. Secretary
(Corporate seal)

BARCLAY HILLS COMPANY
By B.B. Cameron
President

NOREMAC REALTY CORPORATION
BY Elizabeth H. Cameron