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

STATE OF NORTH CAROLINA

FEB 21 3 10 PM '86

DECLARATION OF RESTRICTIONS  
NORTH BEND SUBDIVISION  
SECTION 1

COUNTY OF NEW HANOVER

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, LEON'S HOME CENTER, INC. a North Carolina corporation, is the owner of all of the interest and equity in that certain tract of land known as NORTH BEND SUBDIVISION, SECTION 1, and it is the desire of the undersigned, the developer 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 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 does hereby covenant, agree and declare to and with all persons, firms or corporations now owning or hereafter acquiring any property in NORTH BEND SUBDIVISION, SECTION 1 that all the lots in said subdivision as shown on a map recorded in Map Book 25, at Page 170, of the New Hanover County Registry, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

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 on the property other than a single-family dwelling not to exceed two and one-half stories in height. In addition, there may be erected or constructed unattached garages, guest houses and storage sheds or facilities, provided the plans and specifications and the location of said addition shall be approved in advance by the developer or its duly approved agent as hereinafter set forth.

2. No dwelling erected on any of the lots shown on said map as aforesaid shall have less than 1000 square feet, when measured by exterior foundation, which square footage shall be exclusive of porches, steps, walks, garages, carports, storage areas, etc.

3. All dwellings must be of wood, stone, brick, brick-veneer, tile and stucco, concrete and stucco or asphalt shingles, and all architectural designs appropriate to the area. Garages and carports must be constructed of the same materials specified for dwellings. It is the express intention of the developer 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 erected on the property therein.

4. No part of any building erected on any lot herein conveyed shall be nearer than 25 feet to the front property line of said lot, nor nearer than 10 feet to any side boundary line. Provided, however, if the owner of two or more lots shall elect to use them for one residence, the boundary line or lines between the lots so used shall not be regarded as side boundary lines of said lots. On corner lots, the side having the least street frontage shall be considered the front lot line of said lot. 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 written consent of the owner or owners for the time being of the lots adjacent to said lot upon which violation has occurred thereby to change such restrictions accordingly, provided, however, that such change shall not exceed 10 percent of the marginal requirements of such building line restrictions.

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 developer or its 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 LEON'S HOME CENTER, INC. In the event of the failure of LEON'S HOME CENTER, INC. to approve or disapprove any plans within ten days after said plans have been presented to it, 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. The Developer specifically reserves the right to amend, or change any part or all of the restrictions, covenants and conditions herein set out at any

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RYALS, JACKSON & MILLS  
WILMINGTON, NORTH CAROLINA 28402-0147

time prior to January 1, 1987, by the filing in the Office of the Register of Deeds of New Hanover County a Declaration of Amended Restrictive Covenants.

8. 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.

9. 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.

10. 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.

11. 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, and signs advertising the property "For Rent" or "For Sale".

12. 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.

13. All water to be used in said subdivision for any purpose whatsoever shall be obtained from the Community Water System to be franchised by the developer. LEON'S HOME CENTER, INC. shall have the right to grant easements for providing water service to the lots in the subdivision and no well of any kind shall be maintained or used for any purpose without the express consent of the community water company or other franchise.

14. 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 include a headwall and 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 12 inches in diameter, and said pipe shall be installed prior to construction of any dwelling on said lot.

15. LEON'S HOME CENTER, INC. 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 LEON'S HOME CENTER, INC., 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 developer may, however, from time to time and at its sole discretion, clean and maintain any drainage easement as shown on the map of NORTH BEND SUBDIVISION, SECTION 1, as aforesaid.

16. LEON'S HOME CENTER, INC. reserves unto itself 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 LEON'S HOME CENTER, INC. may cut drainways for surface water wherever and whenever such action may appear to LEON'S HOME CENTER, INC. 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 trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, in the opinion of LEON'S HOME CENTER, INC. to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

17. No unsightly inoperative junk cars and like eyesores can be maintained on any lot, either prior to or after the residence has been erected. 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.

18. If the parties hereto, or any of them, or their heirs and 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 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 doing or to recover damages or other dues for such violation.

19. 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.

20. The developer reserves 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 building lot.

21. 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 (10) 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.

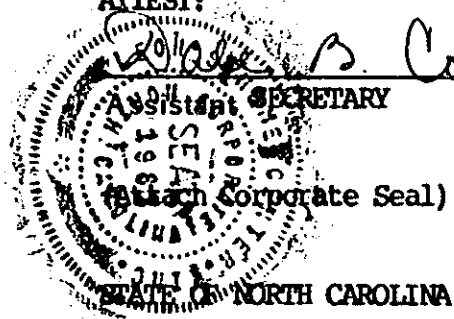
IN TESTIMONY WHEREOF, the said LEON'S HOME CENTER, INC. has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its corporate seal to be hereto affixed, all as duly authorized this 21st day of February, 1986.

LEON'S HOME CENTER, INC.

ATTEST:

Dale B. Covil  
Assistant Secretary

BY: B Leon Skinner (SEAL)  
PRESIDENT



COUNTY OF NEW HANOVER

I, a Notary Public in and for the State and County aforesaid, hereby certify that Dale B. Covil, personally appeared before me this day and acknowledged that he is Secretary of LEON'S HOME CENTER, INC., a corporation, and 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 self as its Secretary.

WITNESS my hand and notarial stamp or seal, this the 21st day of February, 1986.

My Commission Expires:  
1-20-87

Bobbie M. VanLandingham  
NOTARY PUBLIC

