

DECLARATION OF RESTRICTIONS

OCT 18 4 34 PM '85

OF
OAK RIDGE

KNOW ALL MEN BY THESE PRESENTS THAT:

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WHEREAS, TAMAR DEVELOPMENT CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in Wilmington, North Carolina, hereinafter called "Owner," is the owner of all that tract of land located in New Hanover County, North and designated and known as OAK RIDGE of Wilmington, Phase I, as shown on plat recorded in Map Book 25, Page 106, New Hanover County Registry.

AND WHEREAS, Owner desires to provide for stability and appeal in the development of said land:

NOW, THEREFORE, Owner hereby covenants and agrees to and with all persons, firms, and corporations now owning or hereafter acquiring any of the numbered lots included on said plat, that all of said numbered lots shall be and the same now are, to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with said land by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes.

2. EXTERIOR MAINTENANCE: Each owner of a lot in Oak Ridge of Wilmington, Phase I, shall provide exterior maintenance upon each lot as follows: Paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

3. PARTY WALLS: General Rules of Law to Apply: Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this

RETURNED TO *David Rock Whitten*

section, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Sharing of Repair and Maintenance: The cost or reasonable repair and maintenance of a party wall shall be shared by the Owner who makes use of the wall in proportion to such use.

Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. In the event of the destruction or damage to a building on any lot by fire or other casualty, whether due to the negligence or fault of the lot owner or not, the lot owner shall, within thirty days of the date of such damage or destruction, either clear the lot or repair the damage in such a way so as to return the property to a clean and presentable condition.

Weatherproofing: Notwithstanding any other provision of this section, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Right to Contribution Runs With Land: The right of any owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors in title.

Arbitration: In the event of any dispute arising concerning a party wall, or under the provisions of this section, each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

4. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

5. **CROSS DRIVEWAY:** The owner of each lot shall have, and is hereby granted, the right to use each of the driveways connected to each owner's lot, for the purposes of ingress, egress, and regress to and from such owner's lot, to and from public streets. Nothing in this paragraph gives or grants any right to an owner of one lot to park vehicles or permit same to remain on another lot except that in such cases where the common driveway is so located as to require it, the owner of one lot shall have the right in using the common driveway to cross over an adjoining lot to reach a parking space.

6. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

7. **ERECTION OF FENCES:** No fence shall be erected between the front building line and the street right of way line in excess of 3 feet in height. No fence shall be erected between the front building line and the main dwelling and the back lot line in excess of 6 feet in height. Where corner lots occur with adjacent lots sharing the same right of way line, no fence in excess of 3 feet in height shall be constructed along the right of way of the corner lots or nearer the right of way than the front building line of the adjacent lots.

8. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

9. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and all lot owners shall comply with the

regulations of the City of Wilmington concerning rubbish storage disposal.


10. Temporary Structures: No structure of a temporary character, trailer, manufactured home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, or either temporarily or permanently.

11. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall automatically extend for successive periods of ten years unless an instrument signed by a majority of the ten owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

12. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

13. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, TAMAR DEVELOPMENT CORPORATION has caused this Declaration to be signed in its corporate name by its President and attested by its Secretary and its corporate seal to be hereunto affixed this 18 day of October, 1985.



[Signature]
Secretary

TAMAR DEVELOPMENT CORPORATION

BY

[Signature]
David J. Ratcliff, President

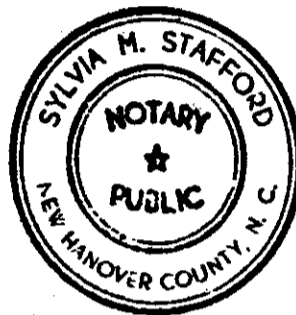
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Sylvia M. Stafford, a Notary Public of the State and County aforesaid, certify that DAVID GREER, personally appeared before me this day and acknowledged that he is Secretary of TAMAR DEVELOPMENT CORPORATION, a corporation organized under the laws of the State of North Carolina, and having an office in the City of Wilmington, North Carolina, and that by authority duly given him and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with the Corporate Seal, and attested by him as its Secretary.

Witness my hand and notarial seal, this the 18 day of October, 1985.

Sylvia M. Stafford
Notary Public

My Commission Expires: 11-2-88



STATE OF NORTH CAROLINA
New Hanover County
The Foregoing Certificate of _____
SYLVIA M. STAFFORD,

A NOTARY PUBLIC
is certified to be correct.
This the 18 day of Oct. 19 85

Rebecca P. Tucker, Register of Deeds
By Rebecca P. Tucker
Deputy