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FOR REGISTRATION REGISTER OF DEED
TAMMY THEUSCH BEASLEY
NEW HANOVER COUNTY, NC
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INSTRUMENT # 2013027205

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OVERLOOK AT LORD DRIVE

KNOW ALL MEN BY THESE PRESENTS:

RETURNED
JASON
VAUGHN

That the undersigned, ATD CONSTRUCTION COMPANY, a North Carolina corporation, (hereinafter referred to as "Developer"), is the owner of all of the interest and equity in those certain lots or tracts of land known as OVERLOOK AT LORD DRIVE (hereinafter sometimes referred to as "Development"), and it is the desire of the undersigned, the owner and Developer of these lands, 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 communities, 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 OVERLOOK AT LORD DRIVE, that all of the lots in said subdivision as shown on the map

recorded in Map Book 57 at Page 302 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 single family residential purposes only

2. No residence smaller than 1800 square feet of heated floor space, exclusive of porches, steps, walks, garages, carports, storage areas and so forth, shall be constructed or located on any building lot. Provided, that in cases where the area is not more than ten percent (10%) below the minimum above set out, Developer, at its option, or its designated agent, may approve the construction of the dwelling if it is in conformity with the general development of the Subdivision.

3. No stucco, concrete block, concrete brick, asbestos siding, aluminum siding, vinyl siding nor cinder block or composition tar paper shall be used for the exterior of any residence constructed on any building lot herein conveyed; it being intended that only conventional frame, clay, brick or masonite exteriors be constructed on the lots, subject to these covenants.

4. Each residence shall be required to have its own garage, attached or detached, suitably sized to accommodate no less than two automobiles, to be built in conformity with the exterior of the residence Each garage must have its own driveway to be constructed of asphalt or concrete

5. Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines are established by these

Restrictions. However, in order to assure that the foregoing considerations are given maximum effect, ATD CONSTRUCTION COMPANY reserves the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot

6. No modular home, 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 nature or character be used as a residence.

7 No fence or hedge in excess of five (5) feet in height shall be erected on any lot, unless written approval thereof has first been obtained from the Developer. No fence shall be permitted nearer the front lot line than the most rear corners of the house constructed on said lot.

8. Modular and prefabricated homes and previously constructed houses may not be erected or placed on any lot, unless the express written consent of the Developer is first obtained

9 No advertising ,signs or billboards shall be erected on any lot or displayed to the public on any lot which is subject to these Restrictions, except that one sign of not more than five (5) square feet in area may be used to advertise a lot for sale This covenant shall not apply to signs erected by the Developer used to identify and advertise an individual lot or lots or residences or the subdivision as a whole, or by a contractor for an item of work then being performed or constructed on a given lot.

10. No property owner shall maintain or permit any boats or any type of water craft to be stored longer than sixty (60) days on his lot or on any of the streets in OVERLOOK AT LORD DRIVE

No property owner shall maintain or permit trucks in excess of three-fourths (3/4)

tons, trailers, tractors, motor homes, campers, or any type of motor vehicle or other machinery that produces excessively loud noises on his lot or on any of the streets in OVERLOOK AT LORD DRIVE.

11 All water to be used for human consumption and human use by anyone on or from any lot or residence constructed thereon must be obtained from the County of New Hanover. An area located within an eight (8) foot radius from each water meter shall be a permanent easement for maintenance and repair of such meter. This covenant shall not exclude the right to dig shallow wells for irrigation purposes only. Sewage disposal shall be only through the New Hanover County Sewer System.

12. All building plans for residences must be approved at least two (2) weeks prior to construction even beginning on any lot by the Developer or an agent appointed by the Developer.

13. No noxious or offensive activity shall be carried on any lot or maintained within any residence located on any lot or part of any lot, nor shall any use be made of any portion of said property (lot or common area) which may be or become an annoyance or nuisance to the neighborhood. No domesticated farm animals or fowls shall be kept on any lot or any common area. Animal sacrifice or any ceremony involving the killing of any animal is prohibited on any lot in the subdivision.

14 The Buyer of any lot shall keep the lot mowed regularly, including that area from the lot line to the edge of the paved street, and clear of any unsightly objects. Unsightly, inoperative junk cars and like eyesores cannot be maintained on the lot either prior to or after the residence has been erected. In the event that the Buyer of any lot within the Subdivision breaches this restriction, the Developer reserves the right to enter upon the lot, mow the grass, clean up the lot and remove unsightly structures and objects. The cost of any such clean up

shall be charged to the owner of said lot, which cost amount shall constitute a lien upon said lot.

Where lots border on or contain ditches, drainage canals or swales within its boundaries, the Buyer of any such lot shall keep that area, including the slopes, down to the edge of the water, mowed and maintained regularly. Washouts or erosion of the lots adjoining ditch banks and swales to pavement shall be property which must be tended to by the respective lot owner.

15. Every lot owner shall provide the appropriate number of and size of receptacles for garbage or other refuse and all cans, carts and bags must be kept in a completely screened area, accessory building or other storage facility not visible from the street except on garbage pick up days.

16. Construction activity on a lot shall be confined within the boundaries of said lot. Each lot owner shall have the obligation to collect and dispose of all rubbish and trash resulting from construction on his lot. Upon a lot owner's failure to collect and dispose of such trash within ten (10) days after receipt of a written notice from Developer, Developer may collect and dispose of such rubbish and trash at the lot owner's expense. In addition, no large trees or natural foliage may be removed from any lot without the prior written approval of the Developer. All additional impervious construction must be approved by New Hanover County Engineering.

Once construction has started on any lot, it must be completed within one (1) year from start date. If a residence or any portion thereof burns or is damaged by storm or other natural disasters, it will be repaired or removed from the lot within one (1) year of said occurrence.

All underbrush on any lot must be regularly cut, removed and cleared by the owner.

thereof beginning with the date of sale of such lot to any purchaser thereof.

17 The Developer reserves a ten (10) foot easement along the sidelines, the rear lines and the front lines of all lots in the Subdivision for the purpose of installing and conveying easements for utilities and drainage

18. At any time prior to December 31, 2016, these restrictions may be amended by Developer at its discretion, but not to impair the property value of the lot owners. Thereafter, these restrictions may be amended by vote of the owners of three-fourths (3/4) of the lots in OVERLOOK AT LORD DRIVE

19 The Developer reserves the right to subject the real property in this subdivision to a contract with Progress Energy for the installation of the underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Progress Energy by the owner of any such dwelling site.

20. 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 person or persons, owning any lot situated in OVERLOOK AT LORD DRIVE, to prosecute any proceedings at law or in equity against the person or person 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.

21 All covenants, restrictions and affirmative obligations set forth in these Restrictions shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to the successors and assigns, if any, of ATD CONSTRUCTION COMPANY for a period of thirty (30) years from the date hereof, after which time all said covenants shall be automatically extended for successive periods of

ten years each, unless an instrument signed by the owners of a majority of the lots in OVERLOOK AT LORD DRIVE (not including mortgagees or trustees under deeds of trust substantially affected by such changes in covenants) has been recorded, agreeing to change said covenants in whole or in part. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants herein, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, ATD CONSTRUCTION COMPANY has caused this instrument to be signed by its President this 18 day of July, 2013.

ATD CONSTRUCTION COMPANY, a North Carolina corporation

By: Anthony T. Dombroski, Jr.
Anthony T. Dombroski, Jr., President

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Jason Vaughn Notary Public of the County of New Hanover and State aforesaid, do hereby certify that Anthony T. Dombroski, Jr. personally appeared before me this day and stated that he is President of ATD CONSTRUCTION COMPANY., 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.

Witness my hand and official seal, this 18 day of July, 2013.

My Commission Expires.

9/21/13

(AFFIX NOTARIAL SEAL)



Jason Vaughn
Notary Public



TAMMY THEUSCH BEASLEY
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

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Recorder: JOHNSON, CAROLYN

State of North Carolina, County of New Hanover

PLEASE RETAIN YELLOW TRAILER PAGE WITH ORIGINAL DOCUMENT.

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