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1883 0143

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR PARK AND HINTON DUPLEXES

THIS DECLARATION, made the 17th day of May, 1995, by  
WRIGHTSVILLE DEVELOPERS, LLC, a North Carolina Limited Liability Company,  
(hereinafter referred to as "Declarant");

000042

WHEREAS, Declarant is the owner or contract purchaser of certain property in New  
Hanover County, North Carolina, which is more particularly described as follows;

See exhibit "A" attached hereto and incorporated herein by reference.

AND, WHEREAS, Declarant desires to provide for a uniform development of said  
property so as to preserve its value and to protect the present and future owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described  
above shall be held, sold and conveyed subject to the following easements, restrictions,  
covenants, and conditions, which are for the purpose of protecting the value and desirability  
of, and which shall run with the real property and be binding on all parties having any right,  
title or interest in the described properties or any part thereof, their heirs, successors and  
assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. Declarant shall mean and refer to WRIGHTSVILLE DEVELOPERS., LLC,  
and their successors and assigns, if such successors or assigns should acquire more than one  
undeveloped Lot from the Declarant for the purpose of development. The address of the  
Declarant is 1430 COMMONWEALTH DRIVE, WILMINGTON, NORTH CAROLINA  
28403.

Section 2. Lot shall mean and refer to those portions of the subdivision property  
specifically allocated, platted and/or recorded as Lots for sale and/or use as single family  
residences.

Section 3. Owner shall mean and refer to the record owner, whether one or more  
persons or entities, of a fee simple title to any Lot which is a part of the Properties, including  
contract sellers, but excluding those having such interest merely as security for the performance  
of an obligation.

Siegel & Hochuli  
ATTORNEYS AT LAW  
5710 OLEANDER DRIVE  
SUITE 112  
WILMINGTON, N.C. 28403

ADMITTED TO RECORD  
16 DAY OF May 1995  
AT 10:48 A.M.

MARY SUE OOTS  
REGISTER OF DEEDS  
NEW HANOVER COUNTY

RETURNED TO  
Nicole

373019

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Section 4. Properties shall mean and refer to that certain real property hereinbefore described.

ARTICLE II  
MAINTENANCE OF COMMON DRIVEWAYS AND WELLS

Section 1. The owners of lots one (1) and two (2) shall share a common driveway located on the property line dividing said lots. It shall be the responsibility of the owners of said lots to contribute one half of all expenses necessary to maintain and repair that portion of said common driveway which is used by both parties.

Section 2. The owners of lots three (3) and four (4) shall share a common driveway located on the property line dividing said lots. It shall be the responsibility of the owners of said lots to contribute one half of all expense necessary to maintain and repair that portion of said common driveway which is used by both parties.

Section 3. The owners of lots one (1) and two (2) shall share a common water well located on either of said lots. It shall be the responsibility of the owners of said lots to contribute one half of all expenses necessary to maintain and repair said water well.

Section 4. The owners of lots three (3) and four (4) shall share a common water well located on either of said lots. It shall be the responsibility of the owners of said lots to contribute one half of all expenses necessary to maintain and repair said water well.

ARTICLE III  
EASEMENTS

Section 1. Easements are reserved by the Declarant as necessary for installation and maintenance of underground utilities and drainage facilities.

Section 2. The owners of lot one (1) and lot two (2) shall have mutual easements over a portion of the other's lot which is necessary for the use, ingress, egress, regress, maintenance, and repair of the common driveway which they share.

Section 3. The owners of lot three (3) and lot four (4) shall have mutual easements over a portion of the other's lot which is necessary for the use, ingress, egress, regress, maintenance, and repair of the common driveway which they share.

Section 4. The owners of lot one (1) and lot two (2) shall have mutual easements over a portion of the other's lot which is necessary for the use, maintenance, and repair of the common water well which they share.

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Section 5. The owners of lot three (3) and lot four (4) shall have mutual easements over a portion of the other's lot which is necessary for the use, maintenance, and repair of the common water well which they share.

Section 6. An easement is hereby granted to all police, fire protection, ambulance, and all similar persons, companies or agencies performing emergency services to enter upon the Lots.

Section 7. All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having any interest in said land, or any part or portion thereof, regardless of whether or not reference to said easement is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence or obligation, to the easements and rights described in this Declaration.

ARTICLE IV  
ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. In the event said Declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. No house plans will be approved unless the proposed house shall have a minimum of 2200 square feet of enclosed dwelling area. The term "enclosed dwelling area" as used in the minimum requirements shall be the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas; provided, further, that shed type porches, even though attached to the house are specifically excluded from the definition of the aforesaid term "enclosed dwelling area".

Section 3. Since the establishment of inflexible building setback lines for locations of houses on Lots tends to force construction of houses directly to the side of other homes with detrimental effects of privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines are established by these Restrictions. In order to assure, however, that the foregoing considerations are given maximum effect, the site and location of any house or dwelling or other structure upon any Lot shall be controlled by and must be approved absolutely by the Declarant.

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Section 4. The exterior of all houses and other structures must be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder, due to strikes, fires, national emergency or natural calamities. During construction each Lot must be cleared of all unnecessary debris at least once a week.

Section 5. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than a single family dwelling not to exceed ONE story in height, unless the Declarant approves in writing a structure of more than ONE story pursuant to these Declarations, provided the use of such dwelling or accessory building does not in the opinion of the Declarant overcrowd the site, and provided further, that such buildings are not used for any activity normally conducted as a business.

Section 6. Service utilities, fuel tanks, clothes lines, wood piles and trash and garbage accumulations are to be enclosed within the Lot so as to preclude the same from causing an unsightly view from any highway, street or way within the subdivision, or from any other residence within the subdivision.

Section 7. Off street parking for not less than two (2) passenger automobiles must be provided on each Lot prior to the occupancy of any dwelling constructed on said Lot, which parking areas and the driveways thereto shall be constructed of concrete, brick, or asphalt. On street parking shall be limited to guest parking.

ARTICLE V  
USE RESTRICTIONS

Section 1. LAND USE AND BUILDING TYPE. All land shall be used for residential purposes except that so long as the Declarant shall retain ownership of any Lots, it may utilize any such Lot or Lots for sales or rentals, offices, models or other usage for the purposes of selling or renting Lots within said project. The Declarant may assign this limited commercial usage right to any other person or entities as it may choose; provided, however, that when all Lots have been sold, this right of commercial usage by the Declarant, its successors and assigns shall immediately cease. No Building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling not to exceed one story in height. Any building erected, altered, placed or permitted to remain on any Lot shall be subject to the provisions of Article IV of this Declaration of Covenants, Conditions and Restrictions relating to architectural control.

Section 2. NUISANCES. No noxious or offensive activity shall be carried on, in or around any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. JUNK VEHICLES. No inoperable vehicle or vehicle without current registration and insurance will be permitted on the premises. All such vehicles towed away at the owner's expense.

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Section 4. **FOR SALE SIGNS PROHIBITED.** No "For Sale" signs or any other signs shall be permitted on any Lot except that a "For Sale" sign or signs may be displayed by the Declarant on any Lot or Lot in the project so long as Declarant owns any Lot in the Properties.

Section 5. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, doghouse, or other outbuilding shall be used on any lot any time either temporarily or permanently except during construction by the developer.

Section 6. **RECREATIONAL VEHICLES.** No boat, motor boat, camper, trailer, motor or mobile homes, or similar type vehicle, shall be permitted to remain on any Lot yard or in parking spaces, at any time, unless by consent of the majority of the property owners, and if properly stored out of sight in garages.

Section 7. **ANIMALS.** No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they are not allowed to run free and are at all times properly leashed and personally escorted.

Section 8. **OUTSIDE ANTENNAS.** No outside radio or television antennas shall be erected on any Lot or dwelling Lot within the Properties unless and until permission for the same has been granted by the majority of the property owners.

Section 9. **EXTERIOR LIGHTS.** All light bulbs or other lights installed in any fixture located on the exterior of any building or any Lot shall be clear, white, or non-frost lights or bulbs.

#### ARTICLE VI GENERAL PROVISIONS

Section 1. **ENFORCEMENT.** The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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Section 3. ~~LOTS~~ SUBJECT TO DECLARATION. All present and future owners, tenants and occupants of dwellings and their guests or invitees, shall be subject to and shall comply with the provisions of the Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such owner, tenant or occupant. The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any Lot as though such provisions were made a part of each and every deed of conveyance or lease.

Section 4. AMENDMENT OF DECLARATION. The covenants and restrictions of this Declaration may be amended by an instrument duly recorded in the Office of the Register of Deeds of New Hanover County signed by not less than sixty (60%) percent of the Lot Owners; provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein, or abolish any easement as granted in Article III of this instrument. In no event may the Declaration be amended so as to deprive the Declarant of any rights herein granted or reserved unto Declarant, including the right of Declarant to develop contiguous and to extend the scheme of this Declaration to such other property by the recording of subsequent Declarations as herein provided.

Section 5. DISPUTE ARBITRATION. Any unit owners having disputes regarding matters touching and concerning Hinton Park hereby agree that disputes will be settled by arbitration if such disputes are not resolved by mutual agreement among the unit owners within sixty (60) days of the disputing unit owner giving written notice of the dispute to the unit owner with whom the dispute exists.

B. One Arbitrator mutually acceptable to the disputing unit owners shall be chosen by said owners.

C. The Arbitrator shall be governed by the United States Arbitration Act, 9 U.S.C. 1-16, and judgement upon the award rendered by the Arbitrator may be entered by any court having jurisdiction thereof.

D. The Arbitrator is not empowered to award damages in excess of actual damages, including punitive damages.

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IN WITNESS WHEREOF, WRIGHTSVILLE DEVELOPERS, LLC, the Declarant, has caused this instrument to be executed this the 17th day of May, 1995.

DECLARANT:  
WRIGHTSVILLE DEVELOPERS, LLC

[Signature] (SEAL)  
MARK A. BRISSON- MEMBER

[Signature] (SEAL)  
STEVEN E. NIEMEYER- MEMBER

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Steven F. Siegel, a Notary Public of the County and State aforesaid certify that MARK A. BRISSON and STEVEN E. NIEMEYER personally came before me this day and acknowledged execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 17th day of MAY, 1995.

My Commission Expires August 29, 1995  
Notary Public [Signature] NOTARY PUBLIC

STATE OF NORTH CAROLINA  
New Hanover County  
The Foregoing / Annexed Certificate(s) of

Steven F. Siegel

Notary (Notaries) Public is/ are certified to be correct.

This the 16 day of May 1995

by Jacqueline Nelson  
Deputy / ~~Member~~

Siegel & Hochuli  
ATTORNEYS AT LAW  
5710 OLEANDER DRIVE  
SUITE 112  
WILMINGTON, NC 28403

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EXHIBIT "A"

BEING ALL OF LOTS 1, 2, 3 & 4 PARK AND HINTON DUPLEXES, AS THE SAME ARE SHOWN ON A MAP RECORDED IN MAP BOOK 34, AT PAGE 236 IN THE NEW HANOVER COUNTY REGISTRY, REFERENCE TO WHICH MAY BE MADE FOR A MORE PARTICULAR DESCRIPTION.

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