

BOOK 908 PAGE 419

MAY 14 2 11 PM '71

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER.

DECLARATION OF RESTRICTIONS
OF PINEY WOODS SECTION "I"
NEW HANOVER CO., N.C.

THIS DECLARATION, Made this the 1st day of January, 1971, by THE OLEANDER COMPANY, INCORPORATED, a corporation of the City of Wilmington, County of New Hanover, and State of North Carolina;

W I T N E S S E T H :

THAT WHEREAS, the said The Oleander Company, Incorporated, is the owner of certain property being described as Piney Woods, Section "I", a map of said subdivision being recorded in Map Book 12, Page 6, of the New Hanover County Registry; and

WHEREAS, it is the desire of the said The Oleander Company, Incorporated, for itself, its successors and assigns, to provide for a uniform development of said property in order to preserve its value and to protect the property owners;

NOW, THEREFORE, the said The Oleander Company, Incorporated, for itself, its successors and assigns, does hereby declare that the following restrictions shall apply to all lots located in the said subdivision known as Piney Woods, Section "I", a map of which is recorded in the Registry of New Hanover County, in Map Book 12, Page 6, and that the said restrictions hereinafter set forth shall be binding upon all parties claiming title to said lots under the said The Oleander Company, Incorporated:

1. The lots in this property shall be subject to any restrictions which have been placed on the property by Hugh MacRae and Company, Inc., or any other party or parties in the chain of title thereto.
2. The lots in this section of this subdivision numbered 1-14 shall be used for residential purposes only and no dwellings shall be erected on any residential plot other than one detached single family dwelling not to exceed two and one-half stories in height and a one or two car garage.
3. No building shall be located on any residential lot nearer than fifty (50) feet to the front street line and no residence shall be built nearer to an adjacent property line than a distance equal to ten percent (10%) of the width of the lot.

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4. No lot as shown by the official plan of this subdivision 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.

5. No trailer, basement, tent, shack, garage, barn or other out-building erected on the tract shall at any time be used as a residence.

6. The design of all buildings which shall be erected or moved onto any lot will be subject to the approval of the developer or a committee appointed by the developer. Upon written request by a lot owner for approval of plans the developer or said committee shall have ten (10) days to approve or disapprove the plans including approval of furnace location. In the event of failure to approve or disapprove within the ten (10) days such approval will not be required, provided the design of the proposed building is in harmony with the existing structures in the section. In any case, with or without the approval, no dwelling shall be constructed on any lot in the development with an interior area of less than 1200 square feet. Provided that in cases in which the interior floor space falls below the minimum set out above but in which there is additional porch space and a garage under the main roof of the house, the developer or the approval committee may, at its option, approve the construction of the dwelling as long as it is in conformity with the general development of the subdivision. All dwellings must be of wood, stone, brick, brick veneer, tile and stucco, concrete or concrete and stucco structure, or asphalt shingles, and all architectural designs appropriate to the subdivision. Garages on dwelling lots must be constructed of the same materials as 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 structures to be erected on the lots therein.

7. These covenants and restrictions are to run with the land and shall be binding on all parties or persons claiming under them.

8. That until such time as municipal sewerage is available, sewerage disposal shall only be by septic tank to meet the approval of the North Carolina State Board of Health.

9. It shall be the obligation of each property owner to provide, install and maintain adequate culvert or drainage pipe beneath his or her driveway as it crosses the ditch or street line at the front of his or her lot in order that the natural flow of drainage will not at any time be blocked along the street, and the culvert or drainage pipe must be of sufficient size to accommodate the flow of surface water in the ditch lines, and in no instance shall the said drainage pipe be less than 12 inches in diameter.

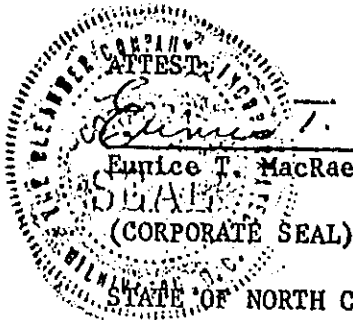
10. If the parties hereto or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant 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

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court order shall in no wise affect any of the other provisions which will remain in full force and effect.

IN WITNESS WHEREOF, The Oleander Company, Incorporated has caused this instrument to be executed in its name by its President, and attested by its Assistant Secretary and its corporate seal attached hereto, all as of the day and year first hereinabove written.

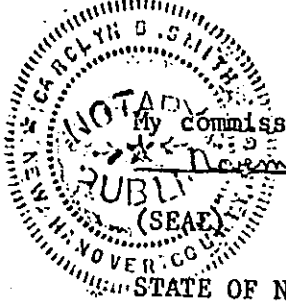


THE OLEANDER COMPANY, INCORPORATED
BY: Hugh MacRae, II
Hugh MacRae, II, President

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER.

I, Carolyn B. Smith, a Notary Public in and for the said County and State, hereby certify that EUNICE T. MACRAE personally appeared before me this day and acknowledged that she is Assistant Secretary of The Oleander Company, Incorporated, 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 herself as its Assistant Secretary.

WITNESS my hand and notarial seal, this the 4th day of January, 1971.



Carolyn B. Smith
NOTARY PUBLIC

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER.

The foregoing certificate of Carolyn B. Smith, a Notary Public of New Hanover County, N. C. is certified to be correct.

THIS the 14th day of May, 1971.

Lois C. LeRay
REGISTER OF DEEDS

(Prepared by Hogue, Hill & Rowe, Attys.)

By: Cathy L. Shipton, Dep.

Received and Recorded
May 14, 1971 at 2:11 pm
Lois C. LeRay
Register of Deeds H.