

NOV 19 8 05 PM '69

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVERDECLARATION OF RESTRICTIONS
NEW HANOVER CO., N. C.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, who are the owners and developers of that certain subdivision in Masonboro Township, New Hanover County, North Carolina, known as Pirates Cove Subdivision as the same is shown on a map or plat prepared by Jack G. Stocks, Registered Land Surveyor, which was recorded November 18, 1969 in Map Book 10 at Page 48 in the office of the Register of Deeds of New Hanover County, in order to promote a uniform and harmonious development of said subdivision as a desirable residential community, do hereby covenant and agree to and with each other and with all persons, firms, or corporations now owning or hereafter acquiring any lots in the above mentioned subdivision, that the use of all of said lots is hereby made subject to the following restrictions or restrictive covenants, which shall run with the land, and be binding upon said lots and whomsoever owns the same, to-wit:

1. No lot or lots shall be put to any use other than for residential purposes, except for Lots 1, 2, 3, 100, 101, 102 which may be used either for residential or commercial purposes, and with the exception also of Lot 15, which may be used either for residential purposes or for the location of a well or wells and other equipment and facilities in connection with the establishment and maintenance of a community water supply system to serve this subdivision and the adjoining area, and with the exception further of Lot 35 which may be used either for residential purposes or for the establishment and maintenance of a community sewerage disposal system. No portion of any lot shall be used for a roadway, either public or private, except that a portion of any lot may be used as a driveway incidental to the normal use of the lot.

2. No building shall be erected, altered, placed upon or permitted to remain on any lot with the exception of Lots 1, 2, 3, 100, 101, 102, 15 and 35 other than one detached single family dwelling not more than two and one half stories in height and a private garage for not more than three cars. No such garage shall be more than one story in height and shall never be used for living quarters of any kind, either for a guest, members of the family or servants, and construction or maintenance of so called "garage apartments" on the lot is expressly prohibited.

3. No dwelling containing less than 1500 square feet of floor space of heated living area, excluding porches, garage areas, and car port area, shall be permitted to remain on any lot, nor shall any dwelling or garage be allowed to remain on any lot, the exterior finish of which (excluding the roof surface) is not constructed principally of either brick, brick veneer or stone.

4. No building or structure of any kind shall be located on any lot nearer than the minimum building line established for the subdivision as shown on the map of Pirates Cove Subdivision above referred to which is recorded in the New Hanover County Registry. No building or structure of any kind shall be located on any lot nearer than 10 feet from any side line. Dwellings constructed on Lots 5 and 98 of the subdivision shall front on or face Buccaneer Road. In computing the front and side setback distances called for in these restrictive covenants measurements shall be from the base or ground level of the building or structure, and neither the overhang of eaves, not in excess of three feet, nor the establishment of uncovered stoops or steps within the set back area, shall be considered a violation of this covenant. In the event of the unintentional violation of any building line restriction herein set forth, R. C. Fowler Properties, Inc., reserves the right, by and with the mutual written consent of the owner or owners at such time of the lot where the unintentional violation has occurred, to change such restrictions, as to such lot, accordingly, provided, however, that such change shall not exceed 10 percent of the marginal requirements of the building line restrictions existing as to the lot.

5. No culvert or pipe shall be placed in any street or road, ditch or drain unless it in all respects meets the standards set by the State Highway and Public Works Commission.

6. No noxious, commercial trade or activity whatsoever shall be carried on upon any lot in the subdivision nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. In the event the yard on any lot is not properly maintained, it may be cleaned by the developer at the owners expense. Un-sightly, inoperative, junk cars and like eyesores cannot be maintained on any lot or any street in the subdivision either prior to or after a dwelling has been erected and any such automobiles may be removed by the developer at the lot owners expense.

7. No structure of a temporary character, trailer, mobile home, tent, shack garage, garage apartment, barn or other outbuilding shall be used on any lot as a residence either temporarily or permanently either for the owners of said lot or servants or any other person.

8. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair, and in event of destruction by fire or other casualty, premises are to be cleared and debris removed within 90 days from date of such casualty.

9. No hogs, cattle, sheep, goats, horses, poultry, or other livestock shall be raised, bred, or kept on any lot. However, dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose; provided further that they are not kept in such numbers or of such a nature as to be or become a nuisance to the adjoining property owners or any residents of the subdivision.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and such materials may not be kept on any lot except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

11. No lot, with the exceptions of Lots 1, 2, 3, 100, 101, and 102 shall be resubdivided unless each part of the subdivided lot becomes a part of another whole lot.

12. No signboards of any description shall be placed on any lots with the exception of Lots 1, 2, 3, 100, 101 and 102 except signs "For Rent" or "For Sale" which signs shall not exceed 2 feet by three feet in size.

13. Water to be used by the residents on any lot or lots for human consumption shall be obtained from the community water supply system which is to be installed and operated by a utility company established for such purposes under regulations of the State Utilities Commission to be known as Sanitary Utilities, Inc., unless other sources are approved and authorized by the city-county board of health and the abovementioned utility company or their successors. The cost of tapping into the community water system shall be \$250. 00 for each lot.

14. Sewerage disposal for any dwelling or other building erected on any lot shall be by connection with the community sewerage disposal system which is to be installed and operated by a utility company established for such purpose under regulations of the State Utilites Commission to be known as Sanitary Utilities, Inc., unless other means of sewerage disposal are approved and authorized by the city-county board of health and the abovementioned utility company or their successors. The charge for making connection with the community sewerage system shall be \$550.00 for each lot.

15. These restrictions are subject to being altered, modified, cancelled or changed at any time by a written document executed by R. C. Fowler Properties, Inc., the developer, or its successor in title and by the owners at the time of the recording of such written document of not less than 62 of the lots in the subdivision as shown on the map above mentioned. Said alteration, modification, cancellation or change shall become effective upon the recording in the office of the Register of Deeds of New Hanover County, North Carolina. If these restrictions are not altered, modified, cancelled or changed as above provided for they shall remain in effect until December 31, of the year 2010.

16. 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.

17. Any person, persons or corporations owning any lot or lots in this subdivision shall have the right and authority to bring appropriate legal proceedings to prevent the violations of these restrictive covenants and/or to recover damages for such violation or violations.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, this the 18th day of November, 1969.

R. C. FOWLER PROPERTIES, INC.

By: R. C. Fowler
President

ATTEST:

Myrtle C. Fowler
Secretary



STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, NORMAN RAMSAY, a Notary Public of the State and County aforesaid, certify that Myrtle C. Fowler personally came before me this day and acknowledged that she is secretary of R.C. Fowler Properties, Inc., a North Carolina Corporation with its principal office in New Hanover County, and that by authority duly given 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 her as its Secretary.



WITNESS my hand and Notarial Seal, this the 18th day of November, 1969.

Norman Ramsay
Notary Public

My commission expires:
9 June, 1970.

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

The foregoing certificate of Norman Ramsey,
a Notary Public of New Hanover County, is certified to be correct.

This the 18 day of November, 1969.

Lois C. Leray
LOIS C. LERAY, REGISTER OF DEEDS

By: _____, Deputy

This instrument drawn by:
Robert Calder
P. O. Box 1297
Wilmington, N. C. 28401

Received and Recorded
November 18, 1969 at 3:06 P.M.

Lois C. Leray
Register of Deeds 9