

ADMITTED TO RECORD
BOOK PAGE
FILE NO.

BOOK 883 PAGE 82

MAY 20 2 19 PM '70

LOIS C. LERAY
REGISTRAR
NEW HANOVER CO., N. C.

STATE OF NORTH CAROLINA :

DECLARATION OF RESTRICTIONS
QUEENS POINT
SECTION 2 A

COUNTY OF NEW HANOVER :

THIS DECLARATION OF RESTRICTIONS, made this 19th day of May, 1970, by QUEENS POINT DEVELOPMENT CORPORATION, a North Carolina corporation with its principal office and place of business in Wilmington, North Carolina, hereinafter referred to as the "Developer";

C. RONALD NEASE, SUBSTITUTE TRUSTEE; and WACHOVIA BANK AND TRUST COMPANY, N. A., a corporation organized and existing under the laws of the State of North Carolina;

W I T N E S S E T H :

WHEREAS, Developer is the owner of all lots of Queens Point, Section 2 A, as shown upon the map of said subdivision recorded in the New Hanover County Registry in Map Book 11 at Page 20; and

WHEREAS, it is the desire of Developer, for itself, its successors and assigns, to declare the following restrictions to be applicable to said lots, in order to provide for a uniform development of said property in order to preserve its value and to protect the present and future owners thereof; and

WHEREAS, C. Ronald Nease, Substitute Trustee, and Wachovia Bank and Trust Company, N. A. have executed this instrument for the purposes of consenting to the restrictions hereinafter set out.

NOW, THEREFORE, the said Developer, C. Ronald Nease, Substitute Trustee, and Wachovia Bank and Trust Company, N. A. for themselves, their heirs, successors and assigns, do hereby declare that the following restrictions shall apply to all lots of Queens Point, Section 2 A, as shown upon said map, and that said restrictions shall be binding upon all parties claiming title to any of said lots under Developer, C. Ronald Nease, Substitute Trustee, or Wachovia Bank and Trust Company, N. A.:

1. The real property which is and shall be held, transferred, sold and conveyed, subject to the restrictive covenants set forth in this instrument is located in Harnett Township, New Hanover County, North Carolina, and is more particularly described as follows:

All of those lots or parcels of land known and designated as being all of the lots in Section 2 A of Queens Point, according to a survey and plat of said subdivision recorded in Map Book 11, at Page 20, New Hanover County Registry.

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

3. No dwelling shall be permitted on any lot at a cost of less than Ten Thousand, Five Hundred Dollars, (\$10,500.00), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purposes of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one story open porches and garages shall not be less than 1000 square feet for a one story dwelling, nor less than 800 square feet for a dwelling of more than one story.

4. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. No building shall be located nearer than 10 feet to an interior lot line except that no side yard shall be required for garage or other permitted accessory building located 100 feet or more from the minimum building set back line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

5. No dwelling shall be erected or placed on any lot having a width less than 70 feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

6. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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

8. No water well shall be drilled on any lot without the written permission of Quality Water Supplies of Wrightsville Beach, North Carolina. Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear ten (10) feet of each lot, and easements for drainage and utilities are reserved as shown and designated on the plat of said property hereinabove referred to. The developer shall have no responsibility for maintaining all drainage easements in connection with any lots sold. All maintenance shall be the responsibility of the purchaser of a lot, his heirs, successors and assigns. Within said easements, no structure, planting or other material

shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

9. No fence shall be placed across the front of any lot nearer the street than the front of the house erected upon said lot, and no fence shall be erected upon said lot nearer to a side street line than the side line of the house upon said lot nearest the said street.

10. 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 25 years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change said covenants in whole or in part.

11. Enforcement shall be by proceeding 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.

12. Invalidation of any 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.

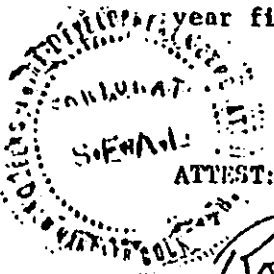
13. Queens Point Development Corporation, for itself, its successors and assigns, does hereby reserve the right to amend or alter the restrictions contained in these Articles so as to provide for minor violations thereof. The term, "minor violations", shall not be interpreted to include any violation in excess of 10% of the minimum restriction. Such amendment or alteration may be made by written consent of Queens Point Development Corporation, its successors, and assigns, and the owner or owners from time to time of the plot or plots upon which such restrictive covenants are to be changed.

14. No lot shall be resubdivided unless such part of the subdivided lot becomes part of a whole lot, and the remainder of the subdivided lot becomes a part of another whole lot.

15. The design of all buildings which shall be erected on the above property shall be subject to the approval of the Developer, or its nominee; and upon written request by a lot owner for approval of plans, 10 days shall be allowed for the approval or disapproval, and in the event of failure to act within the 10-day period, such failure shall be deemed to be approval of the plans.

IN TESTIMONY WHEREOF, the said Queens Point Development Corporation, and Wachovia Bank and Trust Company, N. A. have caused this instrument to be executed by their proper corporate officers, and the said G. Ronald Nease,

Substitute Trustee, has hereunto set his hand and seal, all on the day and year first hereinabove written.



QUEENS POINT DEVELOPMENT CORPORATION

By: A. S. Killingsworth, Jr.
A.S. Killingsworth, Jr., President

Ronald D. Rowe
Ronald D. Rowe, Assistant Secretary

WACHOVIA BANK AND TRUST COMPANY, N. A.

ATTEST:



By: C. Ronald Nease
Vice President

K. Noel Hunt
Secretary

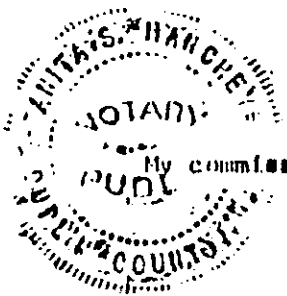
C. Ronald Nease (Seal)
C. Ronald Nease, Substitute Trustee

STATE OF NORTH CAROLINA :

COUNTY OF NEW HANOVER :

I, Anita S. Hanchey, a Notary Public, hereby certify that Ronald D. Rowe personally came before me this day and acknowledged that he is Assistant Secretary of QUEENS POINT DEVELOPMENT CORPORATION, a 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, sealed with its corporate seal, and attested by himself as its Assistant Secretary.

Witness my hand and notarial seal, this 18th day of May, 1970.



Anita S. Hanchey
Notary Public

My commission expires: 2-11-70.

STATE OF NORTH CAROLINA :

COUNTY OF Wake :

I, Gayle Yates, a Notary Public, certify that K. Neal Hunt personally came before me this day and acknowledged that he is Asst Secretary of WACHOVIA BANK AND TRUST COMPANY, N. A., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its vice president, sealed with its corporate seal, and attested by himself as its asst secretary.

Witness my hand and notarial seal, this 18 day of May, 1970.



Gayle Yates
Notary Public

STATE OF NORTH CAROLINA :

COUNTY OF Wake :

Personally appeared before me, Gayle Yates, a Notary Public, C. RONALD NEASE, SUBSTITUTE TRUSTEE, and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this 18 day of May, 1970.



Gayle Yates
Notary Public

(Drawn by Hogue, Hill and Rowe, Attys.)

STATE OF NORTH CAROLINA, Now Hanover County

The foregoing Certificate of Gayle Yates, Notary Public and Anita S. Hanchey, Notary Public are certified to be correct.

This the 20th day of May, A. D., 1970

Drawn By HH&R

Lois C. LeRay, Register of Deeds

By Lois C. LeRay

Received and Recorded
May 20, 1970 at 2:19 P.M.

Lois C. LeRay
Register of Deeds

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