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STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIVE
COVENANTS AND CONDITIONS
SECTION 1 RAINTREE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned which is the Owner and Developer of that certain subdivision in Masonboro Township, New Hanover County, North Carolina, known as Section 1 of Raintree Subdivision, as shown on map or plat prepared by Jack G. Stocks, Registered Land Surveyor, which is to be recorded in the New Hanover County Registry, does hereby covenant and agree to and with all persons, firms or corporations now owning or hereafter acquiring any lots in said Section 1 of Raintree Subdivision as shown on said plat, that each of the lots shown thereon 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 may from time-to-time own the same, to-wit:

1. No lot or lots shall be put to any use other than for residential purposes. No portion of any lot or lots 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 such lot for residential purposes.

2. No building shall be erected, altered, placed upon, or permitted to remain on any lot other than one detached single family dwelling and a private garage. Detached garages must be constructed of the same material and in the same style as the residence.

3. No dwelling shall be constructed or permitted to remain on any lot the square footage of which, excluding porches, garage areas and carport areas, shall be less than seventeen hundred square feet with said square footage to be computed by measurements from the exterior walls of said dwelling. The plans for all dwellings and other structures incidental to the use of the lots in this subdivision (including garages and out buildings) shall be approved by Raintree Development Corporation, its successors, nominees or assigns. All plans submitted shall include a plot plan showing the location of all proposed (and existing) structures on the lot in relation to and the distance from the street and side lines and rear lines of the lot.

4. No building or structure of any kind shall be located on any lot nearer than 10 feet from any side or rear lot line, and 40 feet from the front lot line. In computing the setback distances called for in these restrictive covenants, the measurements shall be from the base or ground level of the building or structure, and neither the overhand of eaves (not in excess of three feet) nor the establishment of uncovered stoops or steps within the setback area, shall be considered a violation of this covenant. In the event of the unintentional violation of any of the building line restrictions herein set forth, Raintree Development Corporation reserves for itself the right by and with the mutual consent, in writing of the owner or owners at such time of the lot or lots affected thereby, to change such restrictions accordingly; provided, however, that such change shall not exceed 10% of the marginal requirements of the building line restrictions existing as to such lot.

5. Raintree Development Corporation, reserves for itself, its successors and assigns, an easement in and right at any time in the future to grant a 5 foot easement and right-of-way under, over, and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing and maintaining drainage, electric power, gas, telephone service or other utilities including water and sewer service, and further reserves the right to subject the lands in this subdivision to a contract with Carolina Power & Light Company for the installation of street lighting which will require a continuing monthly payment to Carolina Power & Light Company by the owner of each lot.

6. No fence or other obstruction shall extend nearer the street than the rear line of the main dwelling constructed on the lot. No culvert or pipe shall be placed in any street or road.

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7. No commercial trade or activity shall be carried on upon any lot, nor shall any noxious trade or activity whatsoever be carried on upon any lot, nor shall anything be done thereon which may be, or may become, any annoyance or nuisance to the neighborhood. In the event yards in the subdivision are not properly maintained, they may be cleaned by the developer at the owners expense. Buses, trucks over one ton, unsightly or inoperative cars and like eyesores cannot be maintained on any lot, or on any street in the subdivision, either prior to or after the dwelling has been erected, and any such vehicle may be removed by the developer at the lots owners expense.

8. No structure of a temporary character, trailer, mobile home, tent, shack, barn or other building shall be used on any lot either temporarily or permanently, except during actual construction of a residence on any lot.

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

10. 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 purposes and 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.

11. No lot or area 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 lots, except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

12. No sign-boards of any description shall be placed on or displayed on any residential lot except signs "For Rent" or "For Sale".

13. These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by Raintree Development Corporation, the developer, or its successors in title, and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of New Hanover County, North Carolina, but if said restrictions are not so modified they shall remain in effect until December 31, 2000.

14. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

15. If the owner of any lot shall violate or permit any use of a lot to become a violation of any of the covenants contained herein, it shall be lawful for Raintree Development Corporation or the owner of any adjoining lot or lot having across the street road frontage in common with said lot to prosecute any proceeding at law or in equity against the person, persons, corporation, or other entity violating, attempting to violate, or permitting such violation to prohibit such violation.

IN TESTIMONY WHEREOF, RAIN TREE DEVELOPMENT CORPORATION, has caused this instrument to be signed in its corporate name by its President and attested by its Assistant Secretary, this the 14th day of May, 1987.

RAIN TREE DEVELOPMENT CORPORATION

By: Jack G. Stecher
President

ATTEST:

Robert S. Mills
Assistant Secretary



STATE OF NORTH CAROLINA
COUNTY OF ~~NEW HANOVER~~ GUILFORD

I, Becky G. Hatfield Britt, a Notary Public of the County and State aforesaid, certify that Douglas E. Miller, personally came before me this day and acknowledged that she is Assistant Secretary of Raintree Development Corporation, 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, sealed with its corporate seal and attested by her as its Assistant Secretary.

WITNESS my hand and official stamp or seal, this 14th day of May, 1987.

Becky G. Hatfield Britt
Notary Public

My commission expires:

July 23, 1989

BECKY G. HATFIELD (BRITT)
NOTARY PUBLIC
GUILFORD COUNTY, NC
COMM. EXPIRES JULY 23, 1989

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

The foregoing certificate of Becky G. Hatfield, Notary Public, is certified to be correct. This the 20th day of May, 1987.

REBECCA P. TUCKER
Register of Deeds - New Hanover County

By: Donald C. Smith
Deputy ~~REGISTER~~