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FOR REGISTRATION REGISTER OF DEEDS
TAMMY THEUSCH BEASLEY
NEW HANOVER COUNTY, NC
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INSTRUMENT # 2013027912

NORTH CAROLINA

NEW HANOVER COUNTY

**DECLARATION OF RESTRICTIONS
ROLAND PLACE SUBDIVISION
PHASE 3**

KNOW ALL MEN BY THESE PRESENTS that the undersigned owners and developers of that certain subdivision in New Hanover County, North Carolina, known as **Roland Place Subdivision, Phase 3**, as shown on plat recorded in Map Book 52 at page 328, in order to promote a uniform and harmonious 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. These restrictive covenants cover only those lots in **ROLAND PLACE, PHASE 3**, as shown on the map above referred to.

2. 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 portion of any lot may be used as a driveway, incidental to the normal use of such lot for residential purposes.

3. No building shall be erected, altered, placed upon, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, and a storage building or private garage for not more than two cars. No such storage building or garage shall be used for living quarters of any kind, either for guests, members of the family or servants, and the construction or maintenance of garage apartments on any lots is expressly prohibited.

4. No dwelling containing less than one thousand (1000) square feet of floor space of heated living area, excluding porches, garage areas, and carport areas, shall be permitted to remain on any lot. Said square footage of heated living area shall be computed by measuring from the exterior walls of said dwelling. The plans for all dwellings and structures incidental to the use of the lots in this subdivision shall be approved by the undersigned, her successors, nominees or assigns. provided, however, if plans are submitted for approval to the undersigned, and after a period of

Prepared by and return to Charles T. Busby, PO Box 818, Hampstead, NC 28443

twenty days from delivery thereof the person or corporation so delivering the plans has not received either approval, disapproval or request for modification of the plans, such plans shall be deemed to be approved so long as the dwelling or structure is in general conformity with the other dwellings and structures in the subdivision.

5. Since the establishment of inflexible building setback lines for location of houses on lots tends to force construction of houses directly to the side of other houses with detrimental effects on 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 undersigned or her successors or assigns.

6. The undersigned reserve the right for themselves, their successors and assigns, an easement in and the right at any time in the future to grant a right of way under, over and along the side, rear and front property line 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 electric power, gas, telephone service, cable TV service and/or other utilities, including water and sewer services, or for drainage purposes. The undersigned specifically reserves an easement for utilities, 10' in width, along the front lines of all lots within the subdivision.

The undersigned Developers further reserve the right to subject the real property in this Subdivision to a contract with Carolina Power & Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company by the owner of each lot.

7. No fence or other obstruction exceeding six (6) feet in height shall extend nearer the street facing the front of the house than the back corners of the main dwelling constructed on said lot.

8. 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.

9. No commercial trade or activity or any noxious trade or activity whatsoever shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an 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. Unsightly, inoperative junk 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 automobiles may be removed by the developer at the lot owner's expense.

10. No structure of a temporary character, trailer, mobile home, tent, shack, garage (except as expressly set forth in paragraph 3 above), garage apartment, barn or other outbuilding shall be constructed or used on any lot, either temporarily or permanently, either by the owners of said lot or any other persons; provided, however, that neither this provision or any other provision of these covenants shall prohibit the placing of a modular home on the property, provided the same meets the other requirements stated herein. "Modular Home" shall mean a structure built off premises but delivered to the premises by means of carriage not attached to the dwelling, and this provision shall exclude any mobile homes or other structures subject to the title provisions of Chapter 20 or the provisions of Section 40-20.6 of the North Carolina General Statutes.

11. 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, the premises are to be cleared and debris removed within 90 days from the date of such casualty.

12. No hogs, cattle, sheep, goats, horses, poultry, or other livestock shall be raised, bred, or kept on any lot.

13. No satellite dishes will be permitted in the subdivision except for 18" - 24" dishes which may be installed with specific approval of the developers.

14. 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 incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be kept in an area not visible except on pick-up days.

15. All lots shall connect to public water and sewage disposal systems if available, or within 6 months of the date on which such services become available in the future.

16. No lot as shown on the map of the subdivision above referred to shall be resubdivided unless, as a result of such division, each part of the subdivided lot becomes a part of another whole lot.

17. No sign boards of any description shall be placed on or displayed on any residential lot except signs "For Rent" or "For Sale-" which signs shall not exceed 5 square feet in size.

18. Stormwater Runoff Regulations Restriction of built upon areas:

(a) Built upon area, defined: Built upon areas shall mean that portion of each lot that is covered by impervious or partially impervious cover, including buildings, pavement, recreational facilities, etc., but not including decking. The built upon area for

each lot shall not exceed 3600 square feet, unless and until the State of North Carolina shall revise its stormwater runoff regulations to permit a greater built upon area for each lot.

(b) Built upon area, restricted No more than 3600 square feet of any lot of ROLAND PLACE, Phase 3, shall be covered by structures or other impermeable surfaces, including walkways, driveways, or patios of brick, stone, slate, or similar materials, all of which constitute effective impervious cover which is controlled by North Carolina Coastal Stormwater Regulations. The Developer reserves the absolute right to re-calculate the maximum allowable built upon area for each lot if required by North Carolina Coastal Stormwater Regulations. This covenant is intended to insure continued compliance with stormwater runoff rules adopted by the State of North Carolina, and therefore compliance may be enforced by the State of North Carolina.


19. Each lot owner, by acceptance of a deed for their lot, acknowledges that he or she has been notified that a Natural Environmental Landfill having New Hanover County Permit #0-65 is located in immediate proximity to ROLAND PLACE SUBDIVISION. A copy of the solid waste permit for the said Landfill is recorded in Book 1602 at Page 542 of the New Hanover County Registry.

20. These restrictions, except numbers 6 and 16, are subject to being altered, modified, canceled 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 the undersigned or her successor 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, 2013. Thereafter, these restrictions shall be automatically renewed for successive periods of ten years each unless they are terminated in whole or in part by a vote of the owners of at least seventy-five percent (75%) of the lots contained in said subdivision. As to Restriction Number 18, it may be modified only with the consent of the State of North Carolina or its designated agency.

21. 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.

22. Any person or corporation owning any lot or lots in said subdivision shall have the right and authority to bring appropriate legal proceedings at law or in equity to prevent violations of these restrictive covenants and/or to recover damages for such violations or violation.

IN TESTIMONY WHEREOF, E. Lee Kerby, II and Carolyn H. Kerby have hereunto set their hands as of the 25th day of July, 2013.



E. Lee Kerby, II

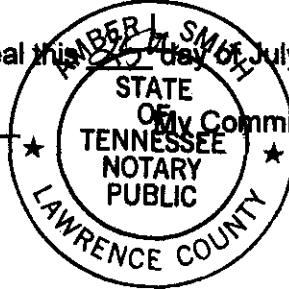
Carolyn H. Kerby
Carolyn H. Kerby

Tennessee
Lawrence COUNTY

I, the undersigned Notary Public, hereby certify that E. Lee Kerby, II and Carolyn H. Kerby personally appeared before me this day and acknowledged their execution of the foregoing Declaration of Restrictions Roland Place Phase 3.

Witness my hand and notarial seal this 25 day of July, 2013.

Amber L. Smith
Notary Public



My Commission expires: 04-05-14



TAMMY THEUSCH BEASLEY
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

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Book: RE 5758 Page: 1134-1139

Document No.: 2013027912

6 PGS \$26.00

Recorder: CRESWELL, ANDREA

State of North Carolina, County of New Hanover

PLEASE RETAIN YELLOW TRAILER PAGE WITH ORIGINAL DOCUMENT.

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