

11:50
11:00

KNOW ALL MEN BY THESE PRESENTS:

The undersigned are the owners of all of the interest and equity in the lots of land comprising SHINNWOOD II and it is the desire of said owners to insure the use of said property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners;

THEREFORE, the undersigned do hereby covenant, agree and declare to and with all persons, firms, or corporations now owning or hereafter acquiring any property in SHINNWOOD II, (Revised) that all of the lots in said subdivision as shown on a map recorded in Map Book 26, at Page 140 of the New Hanover County Registry, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

1. RESIDENTIAL USE: All lots shall be known as single-family residential lots, and shall be used for residential purposes only. No structure shall be erected, altered, placed, or permitted to remain on any such lot other than one detached single-family dwelling not to exceed 2½ stories in height, and a private garage for not more than 3 cars, and other outbuildings incidental to the residential use of the plot. No structure of a temporary nature, trailer, tent, shack, barn, or other similar structures shall be permitted on any lot either temporarily or permanently at any time. Provided, however, that this probation shall not apply to shelters used by the contractor during the construction of the main dwelling.
2. SET-BACK LINES: The undersigned adopt no minimum front or rear setbacks for structures except as may be required by County zoning and subdivision requirements. However, no building or structure of any nature shall be located closer than fifteen (15) feet to the side property lines. Measurements to determine the distances required by this restriction shall be to the main body of the house, garage, or other outbuildings.
3. GARAGE OPENINGS: Attached garages and carports shall open from the side or rear of the residence where practical.
4. MINIMUM FLOOR AREA: The minimum floor area of each residence shall be 1,500 feet of heated floor space, exclusive of garages, covered walks, porches, terrace, or outbuildings.
5. OTHER RESIDENCE REQUIREMENTS:
 - A. The design of all buildings which shall be erected on any Lot shall be subject to the approval of the owner-developer or his heirs or assignee, or hers, his or their appointee or appointees. Upon written request of a lot owner for approval of plans, the developer or appointee shall have twenty-one (21) days to approve or disapprove the plans. In the event of failure to approve or disapprove the plans within the twenty-one (21) day period, such approval will not be required, provided the design of the proposed building is in harmony with the existing structures and constructed according to these restrictions.

488

ADMITTED TO RECORD
3 DAY OF Dec 19 86
RECORDED IN BOOK 1357 PAGE 1536
REBECCA P. ... REGISTER

DRAWN BY
+ ret. to
D. L. Epton

- B. There shall be no fence placed upon any lot beyond the front of the residence erected thereon unless such fence shall be that of an ornamental nature.
- C. Underground power services are required.
6. **SEWAGE DISPOSAL:** Prior to the construction and occupancy of a residence on any lot, proper and suitable provisions shall be made for the disposal of sewage by means of a septic tank, drain field and nitrification fields or other methods provided that any such method has to be approved by the appropriate health authority; and, when made available by the County, owners shall tie their existing disposal facilities into the County sewage disposal system and abandon the septic system or any private system tie-ins. Owners of Lot 1 and 2 shall utilize the Utilities Easements appurtenant to their lots shown on the revised map of the subdivision.
7. **NO NUISANCE MAINTAINED:** No noxious or offensive trade or activity shall be carried on or maintained on any lot or part of any lot, nor shall any use be made of any portion of said property which may be or become an annoyance or nuisance to the neighborhood. No domesticated farm animals or fowls shall be kept on the property. Unsightly inoperative junk cars and like eyesores cannot be maintained on the property either prior to or after the residence has been erected.
8. **HOME BUSINESS DISCOURAGED:** It is not desired that any business shall be conducted from a residence and this shall not be permitted so long as there is any outward evidence that such is being done, such as a sign or signs, commercial vehicles parked or frequently visiting the residence, materials stacked or stored outside the residence or a large number of automobiles parked at or near the residence.
9. **UNDERGROUND ELECTRIC CABLES:** The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power and 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 and Light Company by the owner of each building.
10. **DIVISION OF LOTS:** No lot shall be subdivided or its boundary lines changed except with the prior written consent of the developer or appointee of developer. The developer reserves the right to change property lines, but in no case shall any lot size be reduced to less than 24,000 square feet.
11. **LENGTH OF RESTRICTIONS:** These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them until January 1, 2011, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the owners of the lots, it is agreed to change the said covenants in whole or in part.
12. **ENFORCEMENT:** If the parties hereto or any of them, or their heirs, and/or successors and 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 to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from doing so or to recover damages or other dues for such violation.
13. **INVALIDATION:** Invalidation of any one of these covenants by judgment or Court order shall in nowise affect any of the other provisions, which remain in full force and effect.

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IN TESTIMONY WHEREOF, the said Owners have hereunto set their hands and seals, or, as to the Corporate Owner, caused this instrument to be executed in the corporate name under authority given, this the 9th day of December, 1986.

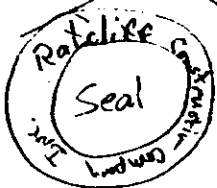
Owner of Lot #3:

Ratcliff Construction Company, Inc.

By: Richard D. Ratcliff
President

Attest: Richard D. Ratcliff
Secretary

(Corporate Seal)



Owner of Lots #1 & #2:

Dickson B. Bridger (SEAL)
Dickson B. Bridger

Joining in Declaration:

Cynthia M. Bridger (SEAL)
Cynthia M. Bridger

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Margaret Thompson a Notary Public for said County and State, do hereby certify that Dickson B. Bridger and Cynthia M. Bridger personally appeared before me this day acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 9 day of December 1986.



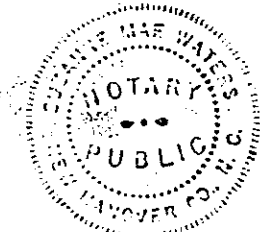
Margaret Thompson
Notary Public

My Commission Expires: (7-10-91)
NO COMMISSION EXPIRES AFTER 1990

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Suzanne Mae Waters, a Notary Public for said County and State, certify that Richard D. Ratcliff personally came before me this day and acknowledged that he is Secretary of Ratcliff Construction Company, Inc., 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 Secretary.

Witness my hand and official seal, this the 9th day of December, 1986.



Suzanne Mae Waters
Notary Public

My Commission Expires: 6-24-89

JOINDER AND CONSENT TO DECLARATION OF RESTRICTIONS, SHINNWOOD II

The undersigned, whose interest is described below, for a valuable consideration and recognizing the benefits to them upon the placement of these certain restrictions upon the lots comprising Shinnwood II, do hereby join and consent to the placement of these restrictions upon Lots 1, 2 and 3, Shinnwood II Subdivision, and do hereby submit and subordinate the liens of their respective deed of trust instruments to this Declaration of Restrictions.

Identity of Lien Interests:

Lots 1 & 2:

First Union National Bank of North Carolina, beneficiary under Deed of Trust; Norman B. Osborn, Trustee; recorded in Book 1346, Page 819, New Hanover County Registry. (B. Mason Hawfield, Substitute Trustee -- See Book 1353, Page 608, New Hanover County Registry).

Lot 3:

Cooperative Savings and Loan Association, beneficiary under Deed of Trust; Frederick Willetts, III, Trustee; recorded in Book 1338, Page 1042, New Hanover County Registry.

IN WITNESS WHEREOF, the parties hereto execute this Joinder and Consent, this the 10th day of December, 1986.

First Union National Bank of North Carolina

Attest:

Stuart J. [Signature]
Asst. Secretary

By: John [Signature]
Vice President

(Corporate Seal)



B. Mason Hawfield [Signature] (SEAL)
B. Mason Hawfield, Substitute Trustee

Cooperative Savings and Loan Association



[Signature]
Secretary

By: Frederick Willetts III [Signature]
President

(Corporate Seal)

Frederick Willetts III [Signature] (SEAL)
Frederick Willetts, III, Trustee

North Carolina
County of New Hanover

1357 1540

I, Doris Horrell, a Notary Public for said County and State, certify that Shane J. Strickland personally came before me this day and acknowledged that he is Asst Secretary of First Union National Bank of North Carolina, 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 official seal, this the 10th day of December, 1986

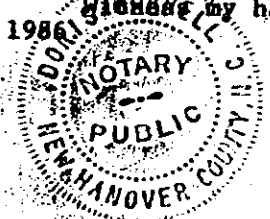


Doris Horrell
Notary Public
My Commission Expires: 10-9-88

North Carolina
County of New Hanover

I, Doris Horrell, a Notary Public for said County and State, do hereby certify that, B. Mason Hawfield, Substitute Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 10th day of December, 1986



Doris Horrell
Notary Public
My Commission Expires: 10-9-88

North Carolina
County of New Hanover

I, Patricia K. O'Quinn, a Notary Public for said County and State, certify that Jeanette Gray personally came before me this day and acknowledged that she is Asst. Secretary of Cooperative Savings and Loan Association, 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 its Asst. Secretary.

Witness my hand and official seal, this the 31ST day of December, 1986

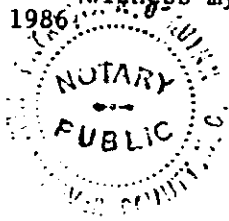


Patricia K. O'Quinn
Notary Public
My Commission Expires: 11-12-91

North Carolina
County of New Hanover

I, Patricia K. O'Quinn, a Notary Public for said County and State, do hereby certify that, Fredrick Willetts, III, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 31ST day of December, 1986



Patricia K. O'Quinn
Notary Public
My Commission Expires: 11-12-91

Book
1357

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STATE OF NORTH CAROLINA, New Hanover County

The Foregoing Certificate(s) of Suzanne, Mrs. Walter, Sharon, James Thompson
Doris, Nellie + Patricia K. O'Duon
Thomas Public (is/are) certified to be correct.

This 31 day of Dec. A.D., 19 86.

Rebecca P. Tucker, Register of Deeds

By Phyllis Lynn Roberts

