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

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STATE OF NORTH CAROLINA : DECLARATION OF RESTRICTIONS
COUNTY OF NEW HANOVER : FOR SOUTH BRANCH ESTATES
: SUBDIVISION, SECTION 1.

RETURNED TO
Madeline McDowell

KNOW ALL MEN BY THESE PRESENTS, that the undersigned who is the Owner and Developer of that certain subdivision in Harnett Township, New Hanover County, North Carolina, known as Section 1 of South Branch Estates Subdivision, as Section 1 is shown on a map or plat prepared by Jack G. Stocks, Registered Land Surveyor, which is recorded in Map Book 15 at Page 22 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 therein, that said subdivision 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, or 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 not to exceed two stories in height, and a private garage, which may have living quarters in it.
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 one thousand three hundred square feet with said square footage to 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 R.C.R. of Wilmington, Inc., its successors, nominees or assigns, Provided, however, if plans are submitted for approval to an officer, nominee or successor to R. C. R. of Wilmington, Inc., and after a period of twenty days from the delivery thereof, the person or corporation so delivering the plans has not received either approval, disapproval or request for modification of the plans, then the 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.

4. No building or structure of any kind shall be located on any lot nearer than 40 feet from the front street line. No building or structure of any kind shall be located on any lot nearer than a distance equal to 10% of the average width of the lot to any side lot line, provided, however, if the owner of two or more adjoining lots shall elect to use them for one residence, the boundary line or lines between the lots so used shall not be regarded as side boundary lines of the lots. In computing the front and side 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 overhang 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, the undersigned reserve 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 requirement of the building line restrictions existing as to such lot.

5. The Developer reserves for itself, its successors and assigns an easement in and right at any time in the future to grant a 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 electric power, gas, telephone service or other utilities including water and sewer service.

6. No fence or other obstruction shall extend nearer the Street than the front setback line of the main dwelling constructed on the lot.

7. 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.

8. 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, 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. 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 owners expense.

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

10. 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.

11. No hogs, cattle, sheep, goats, poultry, or other livestock shall be raised, bred, or kept on any lot. However, horses and dogs and household pets may be kept provided they are not kept, bred or maintained for any commercial purposes; 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.

12. 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.

13. No surface closets or out-houses shall be kept on or maintained on any lot, and sewage disposal shall be by septic tank only, which shall comply with the requirements of the North Carolina State Board of Health, until such time as a general sewage disposal system may be installed.

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

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

16. 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 R. C. R. of Wilmington, Inc., 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, 2006.

17. 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.

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

IN TESTIMONY WHEREOF, R. C. R. of Wilmington, Inc., has caused this instrument to be signed in its corporate name and duly attested and sealed with its corporate seal, all on the 22nd day of August, 1974.

R. C. R. OF WILMINGTON, INC.

By: _____


President




Nancy L. Brewer
Asst. Secretary

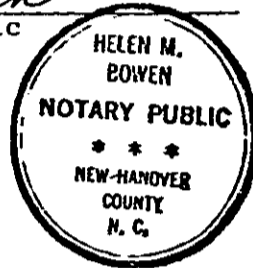
STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

I, Helen M. Bowen, a Notary Public in and for the State and County aforesaid, certify that NANCY A. BREWER, personally came before me this day and acknowledged that she is Asst. Secretary of R. C. R. of WILMINGTON, 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 herself as its Asst. Secretary.

WITNESS my hand and Notarial Seal, this the 30th day of September, 1974.

Helen M. Bowen
Notary Public

My commission expires: 11/22/75



STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

The foregoing certificate of Helen M. Bowen, Notary Public of New Hanover County, is certified to be correct.

This the 30 day of September, 1974.

LOIS C. LERAY, REGISTER OF DEEDS

By: Jeanine B. Stinson
Deputy

DRAWN BY: CALDER AND STANLEY,
ATTORNEYS AT LAW
Wilmington, N. C.

Received and Recorded
September 30, 1974 12:44 P.M.

Lois C. Leray
Register of Deeds