

STATE OF NORTH CAROLINA •
COUNTY OF NEW HANOVER :

DECLARATION OF RESTRICTIONS
SOUTH OLEANDER, SECTION E,
HAWTHORNE ROAD EXTENSION

THIS DECLARATION OF RESTRICTIONS, Made this 22nd day of November, 1967, by and between THE OLEANDER COMPANY, INCORPORATED, a corporation of the State of North Carolina, with its principal place of business in the City of Wilmington, North Carolina, hereinafter sometimes referred to as the "DEVELOPER",

W I T N E S S E T H :

THAT WHEREAS, The Oleander Company, Incorporated is developing a certain piece of property known and designated as South Oleander, Section E, Hawthorne Road Extension, as shown by map duly recorded in Map Book 8, at Page 100 of the New Hanover County Registry; and

WHEREAS, the said The Oleander Company, Incorporated is desirous of placing certain restrictions on said property in order to provide for a uniform system of development of said property, and in order to protect the property owners with regard to the development of the said property;

NOW, THEREFORE, it is hereby declared by the said The Oleander Company, Incorporated, that the following restrictions shall apply to all lots located in the subdivision known as South Oleander, Section E, Hawthorne Road Extension as shown by the map of same recorded in Map Book 8, at Page 100 of the New Hanover County Registry:

1. The lots in this property shall be subject to any restrictions which have been placed on the property by Hugh MacRae & Co., Inc., or any other party or parties in the chain of title thereto.
2. The lots in this subdivision shall be used for residential purposes only and no dwelling shall be erected on any residential plot other than one detached single family dwelling not to exceed two and one-half stories in height and a one or two car garage.
3. No building shall be erected nearer the front street line than 50 feet on any lot in this subdivision, and no building shall be erected nearer an adjacent property line than 15 feet.

4. No lot, shown by the official plan of above lots, shall be re-subdivided unless such part of the subdivided lot becomes a part of a whole lot and the remainder of the subdivided lot becomes a part of another whole lot.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence.

6. The design of all buildings which shall be erected or moved onto any lot will be subject to the approval of the developers or a committee appointed by the developers. It being understood and agreed that Hugh MacRae II can act for The Oleander Company, Incorporated in giving such approval. Upon written request by a lot owner for approval of plans the developers or said committee shall have ten days to approve or disapprove the plans. In the event of failure to approve or disapprove within the ten days such approval will not be required provided the design of the proposed building is in harmony with the existing structures in the section. In any case, with or without approval, no dwelling shall be constructed on any lot in the development with an interior area of less than 2,000 square feet, exclusive of porches and garages. All dwellings must be of wood, brick, brick veneer, tile and stucco or concrete and stucco structure, and all architectural designs appropriate to the subdivision. Garages on dwelling lots must be constructed of the same materials as specified for dwellings. It is the express intention of the developers to maintain in this section a uniform plan of development with respect to design, size, cost and general appearance of the structures to be erected on the lots therein.

7. These covenants and restrictions are to run with the land and shall be binding on all the parties or persons claiming under them.

8. In the event that gutters and curbstones are not placed in the streets of this sub-section, it shall be the obligation of each property owner to provide, install and maintain adequate culvert or drainage pipe beneath his or her driveway as it crosses the drainage or ditch line in front of his or her road in order that the natural flow of drainage will not at any time be blocked along the street, and such culvert or drainage pipe must be of sufficient size to accommodate the flow of surface water along the front of said lot. This restriction shall not be construed as any obligation on the part of the developer to place gutters or curbstones in front of said lots.

9. If the parties hereto or any of them, or their heirs, successors or 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 or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent

him or them from so doing or to recover damages or other dues from such violation.

10. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which will remain in full force and effect.

IN WITNESS WHEREOF, The Oleander Company, Incorporated has caused this instrument to be signed in its name by its President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed, all the day and year first hereinabove written.



THE OLEANDER COMPANY, INCORPORATED

By Hugh MacRae II
Hugh MacRae II, President

ATTEST:

F. A. Debnam
F. A. Debnam, Assistant Secretary

STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

I, Madie Bell Mitchell, a Notary Public in and for the County and State aforesaid, hereby certify that F. A. DEBNAM personally appeared before me this day and acknowledged that he is Assistant Secretary of THE OLEANDER COMPANY, INCORPORATED, 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 22nd day of November,



Madie Bell Mitchell
Notary Public

My commission expires: 2-6-68

STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

The foregoing certificate of Madie Bell Mitchell, a Notary Public of New Hanover County, is adjudged to be correct.
certified

This 24 day of November, 1967.

Drawn by Hogue, Hill & Rowe

PAUL BLANCHARD, Register of Deeds

By Greg Hogue
Chief Deputy

Received and Recorded

NOV 24 1967 . 11:36 A.M.

Paul Blanchard Register of Deeds