

STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

Nov 6 2 50 PM '78
DECLARATION OF RESTRICTIONS
LOIS CLAY
REGISTRAR
NEW HANOVER CO., N.C.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Russell Anderson Builders & Realty, Inc., a corporation, is the owner of all of the interest and equity in that certain tract of land known as Stoneybrook Subdivision, Section 1, and it is the desire of the undersigned, the developer of this land, to insure the use of said property for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of community, and thereby to secure to each lot 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;

NOW, THEREFORE, the undersigned does hereby covenant, agree and declare to and with all persons, firms or corporations now owning or hereafter acquiring any property in Stoneybrook Subdivision, Section 1, and that all the lots in said subdivision as shown on a map recorded in Map Book 18, at Page 109, 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. All lots in said subdivision shall be known as single-family residential lots, and shall be used for residential purposes only.
2. No residence smaller than 1200 square feet, when measured by exterior brick work, which square footage shall be exclusive of porches, steps, walks, garages, carports, storage areas, etc., shall be constructed or located on any building lots.
3. No concrete block, concrete brick, asbestos siding or cinder block shall be used for the exterior of any residence constructed on any building lot herein conveyed, nor shall a composition tar paper exterior on any dwelling be permitted, it being intended that only conventional frame or clay brick exteriors be constructed on any of the lots, subject to these covenants.
4. No part of any building erected on any lot shall be nearer than 40 feet to the front property line of said lot, nor nearer than fifteen feet from any side boundary line. Provided, however, if the owner of two or more lots shall be 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 said lots. In the event of an unintentional violation of any of the building line restrictions herein set forth, the undersigned reserves the right, with the mutual written consent of the then owner or owners of the lots adjacent to said lot upon which said violation has occurred, to change such restrictions accordingly, provided, however, that such change shall not exceed 10% of the setback required by such building line restrictions.
5. On corner lots, the side having the least frontage shall be considered the front lot line of said lot.
6. No house trailer, mobile home, tent, shack or temporary structure of any nature shall be located on any lot or used at any time as a residence, temporarily or permanently nor shall any structure of a temporary character be used as a residence.

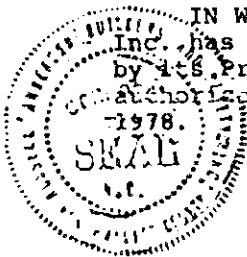
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RETURNED TO

Russell Anderson

7. No sign or billboard of any description shall be displayed on any lot, other than private name plates or signs for identification of the residence, and signs advertising the property "For Rent" or "For Sale".
8. All water to be used in said subdivision for any purpose whatsoever shall be obtained from the community water system, unless other sources are approved by the City-County Board of Health, and the owner of the community water system, or their successors. An eight (8) foot radius from each water meter shall be an easement for maintenance and repair of such meter.
9. All covenants and restrictions herein shall run with the land and shall be binding on all parties owning lots in said subdivision for a period of 20 years from the date hereof, at which time these covenants shall be automatically extended unless by vote of the then owners of the majority of said lots, not under legal disability, it is agreed to revoke or amend the same.
10. Sewage disposal shall meet the approval and comply with the regulations of the North Carolina State Board of Health.
11. All building plans for residences must be approved prior to construction by the undersigned or an agent appointed by the undersigned.
12. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants herein, which shall remain in full force and effect.
13. 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. In the event yards are not properly maintained, they shall be cleaned up at the owner's expense. Unsightly inoperative junk cars and like eyesores cannot be maintained on the property either prior to or after the residence has been erected.
14. If any party or parties shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned, or for any other person, or persons, owning any real property situate in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

IN WITNESS WHEREOF, the said Russell Anderson Builders & Realty, Inc. has caused this instrument to be executed in its corporate name by its President, and attested by its Secretary, all as duly authorized by its Board of Directors this the 3 day of October, 1978.



RUSSELL ANDERSON BUILDERS & REALTY, INC.

By: [Signature]
President

ATTEST:

[Signature]
Secretary

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Evonne M. Smith, a Notary Public in and for the State and County aforesaid, certify that Catherine L. Davis personally appeared before me this day and acknowledged that she is Secretary of Russell Anderson Builders & Realty, Inc., a corporation, and that, by authority duly given and as the act of the corporation, the foregoing and annexed instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

Witness my hand and seal, this 6th day of November, 1978.

Evonne M. Smith
Notary Public

My commission expires:

Nov. 14, 1981



STATE OF NORTH CAROLINA
New Hanover County
The Foregoing Certificate of
Evonne M. Smith, a
Notary Public
is certified to be correct.
This the 6 day of NOV 19 78
Drawn By SMM&L

Received and Recorded
11/6/78 at 2:50 P.M.

Lois C. LeRay
Register of Deeds

Lois C. LeRay, Register of Deeds
By Darlene Clark, Deputy