

1100

RECORDED AND VERIFIED  
REBECCA P. TUCKER  
REGISTER OF DEEDS  
NEW HANOVER CO. NC

BOOK

PAGE

1496 0267

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

MAY 11 9 08 AM '90

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, WILMINGTON HOUSING FINANCE AND DEVELOPMENT, INC. (herein "WHFD"), a North Carolina non-profit corporation having a place of business in Wilmington, North Carolina, and being the owner of that real property located in the City of Wilmington, North Carolina, known as Summer Oaks

as the same is shown on the map prepared by Sherwin D. Cribb, Registered Land Surveyor, and recorded in Map Book 31, Page 48, Office of the Register of Deeds of New Hanover County, North Carolina, in order to promote a uniform and harmonious development of said subdivision as a desirable residential community, does hereby place and impose on all of said lots, and all of said lots shall be conveyed 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. The real property located in this subdivision shall be subject to all restrictions set forth in that deed from the City of Wilmington to Wilmington Housing Finance and Development, Inc. recorded in Book 1494, Page 1778, Office of the Register of Deeds of New Hanover County, North Carolina.

5 2. No lot or lots shall be put to any use other than for single family 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 and one-half (2½) stories in height, and one detached exterior building to be used as a storage building or garage, not to exceed 400 square feet. No such detached exterior building shall be more than one (1) story in height and shall never be used for living quarters of any kind, either for guests, members of the family or servants, and the construction or maintenance of so-called "garage- apartments" on any lots is expressly prohibited.

4. No dwelling shall be constructed or permitted to remain on any lot the square footage of which is less than 850 square feet. Said square footage shall not include porches, other garage areas or carport areas, and the said square footage shall be computed by measuring from the exterior walls of said dwelling.

5. No building shall be located on any lot nearer than 30 feet from the front lot line or 20 feet from any rear lot line. No building or structure of any kind shall be located on any lot nearer than a distance of 8.5 feet to any side lot line for an interior lot and 12.5 feet to any side lot line adjoining a street right-of-way for a corner lot, 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 reserves 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 requirements of the building line restrictions existing as to such lot.

6. The design of all buildings erected or moved onto any lot (including exterior storage buildings, detached garages, dog houses, other detached structures, and structural additions to the main dwelling) shall be subject to the approval of WHFD, or of some person or persons designated by it. Upon written request of a lot

RETURNED TO *C. Estep - mwr*  
183148

owner for approval of plans, WHFD, or its duly authorized agent, shall have ten (10) days within which to approve or disapprove such plans. In the event of failure to approve or disapprove within ten (10) days, such approval will not be required; but the design of the proposed building must be in harmony with the existing structures in this subdivision.

7. All dwellings must be of wood, brick, brick veneer, or of concrete block if completed with a brick veneer facing with an architectural design appropriate to the area, or of vinyl siding or composition board, or any other type of synthetic building material approved by WHFD. Exterior storage buildings and structural additions to the main dwelling must be constructed out of the same materials as the main dwelling, and must have the same color and general appearance as the main dwelling. It is the express intention of WHFD to maintain a uniform plan of development with respect to design, size, type, cost and general appearance of all structures upon the lots in the subdivision.

8. WHFD reserves for itself, its 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 lines of each and every lot in the subdivision described herein (such easement not to exceed 20 feet along the rear and front lot lines and 8.5 feet along the side lot lines) 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.

9. No fence or other obstruction exceeding six (6) feet in height shall extend nearer the street than the front setback line of the main dwelling constructed on the lot. All fences in the subdivision must be of the same design, height, type, and general appearance, i.e., the first fence built in the subdivision must be approved by WHFD as to design, height, type, and general appearance and any fences built thereafter must be of the same design, height, type, and general appearance. All lots situated on a corner lot shall be required to have a fenced area at least 20 feet by 20 feet in size in the rear of the house and attached to the rear of the house, within which shall be kept all lawn mowers, bicycles, toys, grills and stored materials.

10. It shall be the duty of each homeowner to keep his or her property in a neat and tidy condition, well maintained, with no unsightly debris or litter or the like in view. No noxious or offensive trade or activity shall be carried on or maintained on any lot, nor shall any activity be conducted which constitutes an annoyance or nuisance to the neighborhood. If yards are not properly maintained, they shall be cleaned at the owner's expense. Junk cars, blocked-up cars, inoperative machinery, and similar eyesores shall not be placed or permitted to remain on the property. No mechanical or maintenance work shall be done on cars or other machinery or equipment in the front yard or side yard of any home; such work may be done only in back yards. Boats, recreational vehicles, semi-trucks, and other similar vehicles may be parked only in the back yard behind a home. There shall be not more than three (3) motor vehicles per home, and all must be in good running order.

11. No commercial trade or activity shall be carried on upon any lot.

12. It shall be the obligation of each property owner to maintain, to the original construction depth, all drainage ditches located upon his or her lot. Any construction of culverts or other construction along or across said ditches must be done so that the free flow of water from subsurface drainage is not interrupted or interfered with. If a property owner elects to tile the entire ditch running along his or her property, then such property owner must install a catch basin at one of his or her property lines, which catch basin must meet North Carolina Department of Transportation and/or City of Wilmington standards and must be approved in writing

in advance by WHFD. Further, property owners shall at all times maintain any improvements between his lot line and the street pavement of the street upon which said lot is located.

13. No structure of a temporary character, trailer, mobile home, tent, shack, garage apartment, garage, barn, or other out-building shall be used on any lot as a residence, either temporarily or permanent either for the owners of said lot, for servants or any other persons.

14. 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 60 days from date of such casualty.

15. No animals shall be kept on the property other than household pets, and no household pets may be kept, bred, or maintained for any commercial purpose.

16. 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.

17. 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.

18. No signs of any description shall be placed on or displayed on any residential lot except signs "For Rent" or "For Sale," and any such signs shall not exceed five square feet in size.

19. All newspaper boxes, mailboxes and such receptacles and their posts must be approved by WHFD and shall be the same in design as the first such receptacle installed in the development.

20. Permanent window treatments must be installed in all new homes within thirty (30) days of occupancy. Bedsheets, towels, blankets, etc. are not considered acceptable window coverings.

21. No satellite television dishes shall be placed, constructed or permitted on any lot in the subdivision.

22. 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 WHFD or its successors in title, and by the owners of not less than fifty-one percent (51%) 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. Provided, however, until such time as ninety-nine percent (99%) of the lots in the subdivision have been sold and conveyed to purchasers other than contractors or builders, these Restrictions may not be altered, modified, cancelled or changed without the express written consent of WHFD, its successors or assigns. These Restrictions, unless altered, modified, cancelled or changed as provided herein, shall remain in effect until December 31, 2026.

23. 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.

24. 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 violations.

IN SUCH EVENT, ANY SUCH VIOLATOR SHALL BE LIABLE TO THE PERSONS OR CORPORATION INSTITUTING ANY SUCH ACTION, FOR COSTS OF COURT, REASONABLE ATTORNEYS FEES, AND OTHER COSTS INCURRED IN ENFORCING THESE RESTRICTIONS.

IN TESTIMONY WHEREOF, the undersigned has caused this instrument to be executed, this the 30th day of April, 1990.

WILMINGTON HOUSING FINANCE AND DEVELOPMENT

By: *Charles P. Keen*  
Vice Chairman

ATTEST:

*Scott A. Redinger*  
Secretary

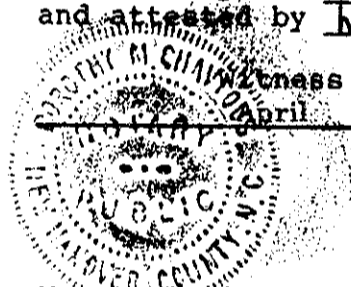
(CORPORATE SEAL)



STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Dorothy M. Chavious, a Notary Public, certify that Scott A. Redinger personally came before me this day and acknowledged that he is Secretary of WILMINGTON HOUSING FINANCE AND DEVELOPMENT, INC., a non-profit 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 Chairman President, sealed with its corporate seal, and attested by him self as its Secretary.



Witness my hand and notarial seal this 30th day of April, 1990.

*Dorothy M. Chavious*  
Notary Public

My commission expires:

September 4, 1990

STATE OF NORTH CAROLINA  
New Hanover County  
The Foregoing/Annexed Certificate(s) of  
Dorothy M. Chavious

Notary (Notaries) Public is/are certified to be correct.

This the 11 day of May 1990  
Rebecca P. Tucker, Register of Deeds

By *Becky Williams*  
Deputy/Assistant