

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

RECORDED AND VERIFIED  
MARY SUE OOTS  
REGISTER OF DEEDS  
NEW HANOVER CO. NC  
DECLARATION OF RESTRICTIONS  
SUMMERS GLEN, SECTION 1  
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KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, BILL CLARK CONSTRUCTION CO., INC., a North Carolina corporation, is the owner of all of the interest and equity in that certain tract of land known as SUMMERS GLEN, SECTION 1, and it is the desire of the Declarant 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 the 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 SUMMERS GLEN, SECTION 1, that all of the lots in said subdivision as shown on a map recorded in Map Book 33 at Page 396 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. All lots in said Subdivision shall be known as single-family residential lots, and shall be used for residential purposes only.

000065 2. No residence smaller than 950 square feet of heated floor space, exclusive of porches, steps, walks, carports, storage areas and so forth, shall be constructed or located on any building lot. Provided, that in cases where the area is not more than ten percent (10%) below the minimum above set out, Declarant, or its designated agents, may, at their option, approve the construction of the dwelling if it is in conformity with the general development of the Subdivision.

3. No concrete block, concrete brick, asbestos siding, aluminum siding, cinder block nor tar paper composition shall be used for the exterior of any residence constructed on any building lot herein conveyed, it being intended that only conventional frame, brick, clay brick, stucco, vinyl or exterior composition sidings for exteriors be constructed on the lots subject to these covenants.

4. Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important

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*H. J. Meyer*

trees and other vegetation, ecological and related considerations, no specific setback lines are established by these Restrictions. In order to assure, however, that the foregoing considerations are given maximum effect, Declarant reserves the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot. In any event, no house shall be erected closer to the front lot line or nearer to any side line than the minimum distances established by applicable New Hanover County ordinances.

5. No house trailer, mobile home, tent or 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.

6. No fence or hedge shall be erected on any lot, unless written approval thereof has first been obtained from the Declarant. No fence shall be permitted nearer the front lot line than the rear corners of the house constructed on said lot. Chain link fences are prohibited.

7. Modular and prefabricated homes and previously constructed houses may not be erected or placed on any lot, without the express written consent of the Declarant.

8. No signs or billboards shall be erected on any lot or displayed to the public on any lot subject to these Restrictions, except that one sign of not more than five (5) square feet in area may be used to advertise a complete dwelling for sale. This covenant shall not apply to signs erected by the Owner/Declarant used to identify and advertise the subdivision as a whole, or by a contractor for an item of work being performed on a given lot.

9. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

10. All water to be used in said subdivision for domestic purposes 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. Lot owners may, however, drill shallow wells for irrigation purposes and for non domestic usage, if all applicable regulations are complied with. An eight (8) foot radius from each water meter shall be an easement for maintenance and report of such meter. Additionally, the front ten (10) feet of each lot is hereby reserved for utility easements. All sewage disposal shall be by connection to the Community waste water treatment system servicing the Development and not otherwise.

11. No yard sales or garage sales shall be permitted upon any lot in this Development.

12. (a) All building plans for residences must be approved, prior to construction, by the Declarant or an agent appointed by the Declarant.

(b) No lot shall be clear cut or substantially cleaned without the express written consent of the Declarant.

(c) The roof on each residence must have a minimum pitch of 6'/12', unless written permission to vary therefrom is obtained from the Declarant.

(d) No school buses may be parked on any of the streets, lots or common areas in the Development.

13. No noxious or offensive 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 may 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. The Buyer or Purchaser of each lot shall keep the lot mowed regularly, including that area from the lot line to the edge of the paved street and cleared of any unsightly objects, and in the event that the Buyer or Purchaser of any lot within the said Subdivision breaches this restriction, the Owner/Declarant reserves the right to enter upon the said lot and mow the grass, clean up the lot and remove unsightly structures and objects at owner's expense.

15. The Declarant reserves the right to subject the real property in this Subdivision to a contract and/or easement 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.

16. Each lot owner shall provide receptacles for garbage and all cans, carts and bags must be kept in a screened area, accessory building or other storage facility, and not visible from the street, except on garbage pick-up days.

17. Construction activity on a lot shall be confined with the boundaries of said lot. Each lot owner shall have the obligation to collect and dispose of all rubbish and trash resulting from construction on his lot. Upon a lot owner's failure to collect and dispose of such trash within thirty (30) days after receipt of a written notice from Declarant, Declarant may collect and dispose of such rubbish and trash at the lot owner's expense.

18. Each lot in the subdivision shall have only one (1) mailbox and one (1) paper box to be mounted on a single post, and all such boxes shall be as approved by Declarant. Such mailboxes or paper boxes may be provided by the Declarant or the builder. Any boxes so provided shall be considered an improvement and must remain with the lot.

19. Each lot must have a paved driveway at a location approved by Declarant. Off street parking for not less than two (2) passenger automobiles must be provided on each lot prior to the occupancy of any residence constructed on said lot, which parking areas and the driveway thereto shall be constructed of concrete, brick or asphalt, or landscape paving blocks.

20. All service utilities, fuel tanks, clothes lines, wood piles, and trash and garbage accumulations are to be enclosed within a fence, wall or plant screen of a type and size so as to preclude the same from causing an unsightly view from any highway, street or way within the Development, or from any other residence within the Development.

21. No inoperable vehicles, camper, trailer, motor or mobile home, trucks over one ton, or similar type vehicle shall be permitted to remain on any lot, or in any parking space at any time, unless written permission is first obtained from Declarant, or unless said vehicles are properly stored out of sight in an enclosed area.

22. No outside radio or television antennas or satellite dishes shall be erected on any lot or dwelling unit in the Development unless written permission is first obtained from the Declarant.

23. Invalidation of any one of these covenants by judgments or court order shall in no way affect any of the other covenants herein, which shall remain in full force and effect.

24. If the parties hereto, or any of them, or their heirs and assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons, owning any real property situated in said SUMMERS GLEN, SECTION 1, 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 doing or to recover damages or other dues for such violation.

25. These Restrictions may be amended by Declarant at its discretion at any time so long as the Declarant owns a lot or lots in the subdivision. Thereafter, these Restrictions may be amended by vote of the owners of two-thirds (2/3) of the lots in SUMMERS GLEN, SECTION 1.

26. All covenants, restrictions and affirmative obligations set forth in these Restrictions shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to the successors and assigns, if any, of Declarant for a period of twenty (20) years from the date hereof after which time all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the owners of a majority of the lots (not including mortgagees or trustees under deeds of trust) substantially affected by such changes in covenants, has been recorded, agreeing to change said covenants in whole or in part.

IN TESTIMONY WHEREOF, BILL CLARK CONSTRUCTION CO., INC., the Declarant, has caused this instrument to be signed in its name by its VICE President, sealed with its corporate seal, and attested by its ASSI. Secretary this the 6<sup>TH</sup> day of FEBRUARY, 1995.

BILL CLARK CONSTRUCTION CO., INC.

BY: [Signature]  
Vice President

ATTEST:

Catherine N. Clark  
Secret Secretary



STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, a Notary Public in and for the State and County aforesaid, do hereby certify that Catherine N. Clark personally appeared before me this day and acknowledged that she is Assistant Secretary of BILL CLARK CONSTRUCTION CO., INC., a North Carolina 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 her as its Assistant Secretary.

WITNESS my hand and notarial seal, this the 8<sup>TH</sup> day of February, 1995.



[Signature]  
Notary Public  
My Comm. Exp: October 17, 1999

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

The foregoing certificate of Cheryl Wiler  
is certified to be correct.

This the 8th day of February, 1995.

MARY SUE OOTS, REGISTER OF DEEDS

BY: Jackie Watson  
Deputy/Assistant