

STATE OF NORTH CAROLINA

DECLARATION OF RESTRICTIONS

COUNTY OF NEW HANOVER

SUN VALLEY, SECTION 1-A

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, SUGGS AND HARRELSON CONSTRUCTION COMPANY, a corporation, is the owner of all of the interest and equity in that certain tract of land known as SUN VALLEY SUBDIVISION, SECTION 1-A, 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 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 SUN VALLEY SUBDIVISION, SECTION 1-A, that all of the lots in said subdivision as shown on a map recorded in Map Book 20, at Page 39, 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.

2. No residence smaller than 1700 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 lot.

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 composition tar paper exterior dwelling shall 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. 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 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, SUGGS AND HARRELSON CONSTRUCTION COMPANY, reserves the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot.

5. 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 nature be used as a residence.

6. No sign or billboard of any description shall be displayed on any lot, other than private name plates or signs for identification of the resident, and signs advertising the property "For Rent" or "For Sale."

7. No fence of any nature shall be erected on any lot that shall be higher than four feet, and said fence shall not be located nearer the front lot line of said lot than the front corners of the house constructed on said lot.

Prepared by: Franklin N. Jackson

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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 for successive periods of ten (10) years, unless by vote of the majority of the then owners of said lots, not under legal disability, it is agreed to revoke or amend 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 developer or an agent appointed by the developer.

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, or rabbits 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.

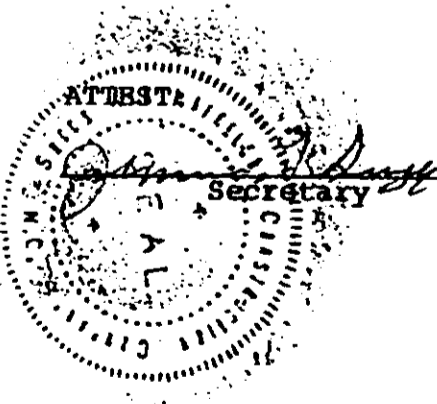
14. If the parties hereto, or any of them, or their heirs and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in said subdivision to prosecute any proceeding at law or in equity against the person 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.

15. The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of street lighting, which will require a continuing monthly payment to Carolina Power & Light Company by the owner of each building lot.

IN TESTIMONY WHEREOF, the said SUGGS AND HARRELSON CONSTRUCTION COMPANY has caused this instrument to be executed in its corporate name by its president, attested by its secretary and sealed with its corporate seal, this the 3rd day of March, 1981.

SUGGS AND HARRELSON CONSTRUCTION COMPANY

BY: Bobby W. Harrelson
President



STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

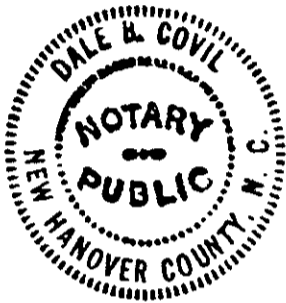
I, Dale B. Covil, a Notary Public in and for the state and county aforesaid do hereby certify that JIMMIE L. SUGGS personally appeared before me this day and acknowledged that he is secretary of SUGGS AND HARRELSON CONSTRUCTION COMPANY, a corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal and attested by himself as its secretary.

Witness my hand and notary seal this the 3rd day of March, 1981.

Dale B. Covil
Notary Public

My Commission Expires:

March 16, 1981



ADMITTED TO RECORD
BOOK _____ PAGE _____
FILE NO. _____

MAR 4 12 00 PM '81

REBECCA P. TUCKER
REGISTER OF DEEDS
NEW HANOVER CO.
N.C.

STATE OF NORTH CAROLINA
New Hanover County
The Foregoing Certificate of
Dale B. Covil, a Notary
Public
is certified to be correct.
This the 4th day of March 19 81

Rebecca P. Tucker, Register of Deeds
By Lynda P. Alston,
Deputy

Received and Recorded
3-4-1981 at 12:00 P.M.

Rebecca P. Tucker
Register of Deeds