

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

BOOK

PAGE

1325 0994

APR 25 10 16 AM '86

STATE OF NORTH CAROLINA

DECLARATION OF RESTRICTIONS  
SURREY DOWNS

COUNTY OF NEW HANOVER

KNOW ALL MEN BY THESE PRESENTS:

21 The undersigned NATHAN S. SANDERS and wife, JUDIA B. SANDERS, are the owners of all of the numbered lots shown upon that map of Surrey Downs recorded in the New Hanover County Registry in Map Book 25 at Pages 199 and 200. It is the desire of the undersigned to insure the use of said property for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, and to secure to each lot owner the full benefits and enjoyment of his home with no greater restrictions upon the free and undisturbed use of the same than is necessary to insure the same advantages to all other lot owners.

NOW THEREFORE, the undersigned do hereby declare that the following restrictive covenants shall apply to all of the numbered lots shown upon the above map of Surrey Downs, and shall be binding upon all parties hereafter owning any interest therein; and that all of said numbered lots are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned:

062439

1. RESIDENTIAL USE ONLY: No lot or lots shall be put to any use other than for residential purposes. No portion of any lot or lots shall be used for a roadway, either public or private, except that a portion of any lot may be used as a driveway, incidental to the normal use of such lot for residential purposes.

2. DWELLING ON LOT: 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 three stories in height, and a private garage for not more than three cars. No such garage shall be more than one story in height; and no such garage shall ever be used for living quarters of any kind, either for guest, members of the family or servants, and the construction or maintenance of so-called "garage apartments" on any lot is expressly prohibited.

3. SIZE OF DWELLING - PLANS APPROVED - ACCESSORY BUILDINGS:

A. No dwelling shall be constructed, or permitted to remain, on Lots 9, 10, 11, 12, 13, or 14, the square footage of which, excluding porches, garage areas and carport areas, is less than 2,800 square feet, with said square footage to be computed by measuring from the exterior wall of said dwelling. No dwelling shall be constructed, or permitted to remain, on any other lot, the square footage of which, excluding porches, garage areas and carport areas, is less than 2,200 square feet, with said square footage to be computed by measuring from the exterior wall of said dwelling.

B. The plans for all dwellings and structures incidental to the use of the lots in this subdivision shall be approved by the undersigned, their heirs or assigns. Provided, however, that if plans are submitted for approval to the undersigned, and after a period of ten (10) days from delivery thereof, the person or corporation so delivering plans has not received either approval, disapproval or request for modification of the plans, then the plans shall be deemed to be approved so long as the dwelling or structure is in general conformity with other dwellings and structures in the subdivision. Architectural design must be approved by the undersigned.

C. No concrete block, concrete brick, asbestos siding, cinder block or aluminum siding shall be used for the exterior of any residence constructed on any lot, nor shall composition tar paper exterior dwellings be permitted; it being intended that only conventional frame, brick or stucco exteriors be constructed on the lots subject to these covenants.

D. Small accessory buildings (which may include a detached garage, but not garage apartments) are allowed, provided such buildings are not used for any activity normally conducted as a business, and provided further that any such buildings shall be constructed of similar materials and design as the main structure upon such lot.

E. No accessory buildings as defined in 3D above shall be constructed prior to the construction of the main building on any lot. The plans for any such accessory building must be approved as set out in 3B.

4. SETBACK REQUIREMENTS: No building or structure of any kind shall be located on any lot nearer than 100 feet from the front street line, or nearer than 15 feet from any side line. If not physically possible an 80-foot setback from the front street line will be accepted. If the owner of two or more adjoining lots shall elect to use them for one dwelling, 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 of 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 reserve for themselves the right to modify these restrictions so as to permit such unintended violation; provided, however, that such changes shall not exceed 10% of the marginal requirements of the building line restrictions existing as to such lot.

5. EASEMENTS:

A. The undersigned reserve for themselves, their heirs, successors and assigns an easement in and 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, for installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cable television or other utilities including water and sewer service. Also, easements for drainage and utilities are reserved as shown on the recorded plat of said subdivision.

B. The undersigned shall have no responsibility for maintaining drainage easements in connection with any lots sold. All maintenance shall be the responsibility of the purchaser of a lot, his heirs, successors and assigns, within said easements. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. FENCES: No chain link fence or other metal fence shall ever be placed or permitted to remain on any lot nearer the front street line than the rear wall of the main dwelling erected upon such lot. No other fence, such as a rail fence, shall be placed or permitted to remain on any lot nearer the front street line than the rear wall of the main dwelling erected upon such lot, except with the written consent of either the Developer or the owners of all adjoining lots.

7. CULVERT UNDER DRIVE: No culvert or pipe shall be placed in any street or road, driveway, ditch or drain unless it in all respects meets the standards set by the State Highway and Public Works Commission.

8. NO NUISANCE THROUGH COMMERCIAL ACTIVITY OR MAINTAINING JUNK CARS: No commercial trade, or activity shall be carried on upon any lot, nor shall any noxious trade or activity whatsoever be carried on upon any lot, nor shall anything be done thereon which may be, or may become, any annoyance or nuisance to the neighborhood. In the event yards in the subdivision are not properly maintained, they may be cleaned by the undersigned or the Homeowners Association at the owners' expense. Unsightly, inoperative junk cars and like eyesores cannot be maintained on any lot or any street in the subdivision either prior to or after the dwelling has been erected and any such automobiles may be removed by the undersigned or the Homeowners Association at the lot owners' expense.

9. NO TEMPORARY STRUCTURES: 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.

10. MAINTENANCE:

A. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings

or grounds of such lot which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

B. 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 90 days from date of such casualty.

11. ANIMALS: 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). Control of such pets is the responsibility of the owner, and all such pets shall be kept inside or within an approved fenced area or upon a leash when outside.

12. STREET LIGHTS: Each lot owner, by the acceptance of a deed subject to this set of restrictions, agrees that the Carolina Power and Light Company may charge each lot a prorata share of the street lighting along with said lot owner's private electric bill. This may include plaza lighting if installed and if the power company is able to divide the billing for that service.

13. REMOVAL OF TREES: CLEARING AND MAINTENANCE OF AREAS BORDERING CREEKS: No tree with a diameter of more than four (4) inches, at a height of four (4) feet from the ground, may be destroyed or removed from any lot without the prior written approval of the undersigned. Lot owners (builders) bordering creeks shall be responsible for clearing and maintenance to the edge of creek and shall not clog or impede flow of creeks.

14. PRIVATE ROADS AND PLAZA - MAINTENANCE:

A. All roads and streets in the subdivision are dedicated for the private use of the owners of individual lots in the subdivision, as are any areas designated as entrances, easements for subdivision signs, and the like.

B. Every lot owner in the subdivision shall, upon the recordation of the deed for such lot, become a member of the Homeowners Association. Such membership shall be appurtenant to and inseparable from the ownership of such lot.

C. The Homeowners Association shall be composed of all lot owners. There shall be one (1) vote for each lot. The Association shall be non-profit and shall adopt by-laws and elect officers and its main concern shall be the maintenance of the streets and the care, beautification, and preservation of plaza, entrance signs, and other areas for the mutual benefit of all the lot owners.

D. Any assessments made by the Homeowners Association shall be made by a two thirds vote and such assessments, whether annual or special, shall be a continuing lien upon the property against which each assessment is made and shall also be the personal obligation of the person who is the owner of the property at the time when the assessment fell due. The lien against the property shall be subordinate to the lien of any first mortgage or first deed of trust against such property.

E. Any assessment not paid within thirty (30) days shall bear interest at ten (10) percent per annum. The Homeowners Association may bring an action at law against the owner or owners and may assert and foreclose a lien upon the property.

15. FUEL TANKS: 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.

16. DISPOSAL OF GARBAGE, TRASH, ETC: 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. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

17. RE-SUBDIVISION OF LOTS: No lot may be subdivided, or its boundary lines changed, except with the prior written consent of the undersigned. However, the undersigned hereby expressly reserve to themselves, their successors and assigns, the right to replat any two (2) or more lots in order to create a modified building lot or lots, and to take such steps as are reasonably necessary to make such replatted lot suitable and fit as a building site, said steps to include, but not be limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of the said replatted lots.

18. SIGNS: No sign boards of any description shall be placed on or displayed on any residential lot except signs "For Rent" or "For Sale".

19. MODIFICATION OF RESTRICTIVE COVENANTS: 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 a written document, recorded in the New Hanover Registry, executed by the owners of not less than fifty-five (55) percent of the subdivided lots to which these restrictions apply. If said restrictions are not so modified they shall remain in effect until December 31, 2018, after which date these restrictions 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, trustees, or other lienholders) is recorded, amending or revoking these restrictions.

20. EFFECT OF INVALIDATION: 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.

21. AUTHORITY FOR ACTION: 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 violation or violations.

22. RIGHT TO REPURCHASE, UNLESS DWELLING CONSTRUCTED: Construction of a dwelling upon any lot must be begun within 6 months from the date of the recordation of the deed from the undersigned for such lot, and such construction must be completed within 12 months from the date of such recordation, in default of which the undersigned shall have the right to repurchase such lot for the same purchase price for which such lot was originally conveyed out by the undersigned. The right to repurchase set out in this paragraph shall be subordinate to any first deed of trust. The right to repurchase set out in this paragraph shall expire, with respect to any particular lot, 3 years from the date of the recordation of the deed from the undersigned for such lot, unless an action to enforce such right shall have been begun prior to the expiration of such 3-year period.

23. DRAINAGE PIPES TO BE INSTALLED BENEATH DRIVEWAY: It shall be the obligation of each property owner to provide, install, and maintain adequate culvert and drainage pipe beneath his or her driveway as it crosses the ditch line at the front of his or her lot in order that the natural flow of drainage will not at any time be blocked along the street. The culvert or drainage pipe must be of reinforced concrete pipe with a

headwall and of sufficient size to accomodate the flow of surface water in the ditch line. In no instance shall drainage pipe be less than fifteen (15) inches in diameter. This pipe shall be installed prior to construction of a home.

24. CATCH BASIN TO BE INSTALLED, IF ENTIRE FRONTAGE TILED: If a property owner elects to tile the entire ditch running along the street in front of 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 standards.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, this the 25th day of April, 1986.

Nathan S. Sanders (SEAL)  
Nathan S. Sanders

Judith B. Sanders (SEAL)  
Judith B. Sanders

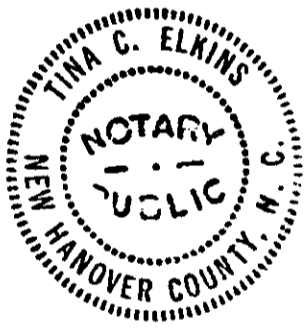
STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Tina C. Elkins, a Notary Public in and for the State and County aforesaid, do hereby certify that Nathan S. Sanders and wife, Judith B. Sanders, personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal or stamp, this the 25th day of April, 1986.

Tina C. Elkins  
Notary Public

My commission expires:  
September 5, 1989



STATE OF NORTH CAROLINA  
New Hanover County  
The Foregoing Certificate of  
TINA C. ELKINS, A NOTARY PUBLIC

is certified to be correct.  
This the 25th day of April 1986

Rebecca P. Tucker, Register of Deeds  
By Donald C. Smith Jr.  
Deputy Register of Deeds