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RECORDED AND VERIFIED
MARY SUE DOTS
REGISTER OF DEEDS
NEW HANOVER CO. NC

STATE OF NORTH CAROLINA

DECLARATION OF RESTRICTIONS FOR
THE COMMONS, SECTION 4

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COUNTY OF NEW HANOVER

THIS DECLARATION OF RESTRICTIONS is made and entered into by
BILL CLARK CONSTRUCTION CO., INC., a North Carolina corporation,
hereinafter referred to as "Developer";

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WITNESSETH:

WHEREAS, the Developer is the owner of all right, title and
interest in and to that certain tract of land lying and being in
New Hanover County, North Carolina, and known as The Commons,
Section 4, as the same is shown on a map thereof recorded in Map
Book 34, at Page 88 of the New Hanover County Registry, and;

WHEREAS, the Developer desires to insure the use of said
property for residential purposes only; to maintain a desired tone
of the community; and to thereby secure to each lot owner the full
benefit and enjoyment of the property with no greater restriction
upon the free and undisturbed use of the lot than is necessary to
insure the same advantages to other lot owners; and,

WHEREAS, for the purposes aforesaid, the Developer does desire
to establish certain restrictions for the preservation of the
property and, in furtherance of said desire, does hereby covenant,
agree and declare that all lots within The Commons, Section 4, as
the same is shown on maps thereof recorded in Map Book 34, at Page
88 of the New Hanover County Registry shall be and are hereby made
subject to the following restrictions:

1. All lots in The Commons, Section 4, shall be used for
residential purposes only, provided, however, this shall not
prevent the Developer from constructing models or sales offices
within the subdivision and from operating offices for the purpose
of sales and other related activities from said model or office.

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2. No residence shall be constructed upon any lot located in this section containing less than 1,400 square feet of heated living area. The Developer specifically reserves the right to establish different minimum square footage limitations for any additional sections of The Commons.

3. The Developer shall create and establish an Architectural Control Committee for the purpose of reviewing and approving any and all proposed buildings and improvements including, but not limited to, the approval of exterior design, materials, colors and landscaping. In addition to approving the design of all proposed residences and improvements as called for above, the Architectural Control Committee shall monitor the plans and construction of any improvements to see that they are in compliance with all covenants, conditions, restrictions and other requirements of the Architectural Control Committee, including, but not limited to, prohibited uses, building set back lines, minimum square footage requirements, exterior design, color and materials and other pertinent concerns. Without in any other way limiting the Architectural Control Committee's rights to establish other guidelines or requirements for approval of plans and specifications, the Developer specifically provides that all roof lines must be strong and varied in nature; no flat roofs will be allowed; and the Architectural Control Committee shall establish a minimum roof slope for primary residences. The Architectural Control Committee is authorized to adopt such administrative procedures as will insure the effective administration of their review and approval duties. The Developer or the Architectural Control Committee is hereby granted all powers allowed by law for the enforcement of any decisions made by the Committee.

4. No building, fence, wall, swimming pool, antennas or other structures shall be erected, placed or modified on any lot until the proposed building plans, specifications, exterior finishes and materials, exterior colors, site plans, and landscaping plans shall

be approved in writing by the Architectural Control Committee. The Architectural Control Committee may reject any plans and specifications or landscape plans if it, in its sole discretion, deems said plans and specifications are not in the best interest of the Development as a whole and if it determines that said plans and specifications would not serve to promote property values and the selling of the Development. Failure of the Architectural Control Committee to issue written approval or denial for plans submitted in accordance with the Committee's administrative procedures within thirty (30) days after submission shall be construed as approval of said plans.

5. All residences constructed upon any lot must be of wood, brick, masonite, vinyl, or composition board but may be of concrete block provided they are completed with a brick veneer facing with an architectural design appropriate to the area. Final determination as to the appropriateness of any particular material or color scheme shall be left with the Architectural Control Committee.

6. Since the establishment of inflexible building set back lines for location of dwellings on lots tends to force construction of residences directly beside other residences and would have a detrimental effect on the overall appearance of the Development in general, no specific setback lines are established and authority is given to the Architectural Control Committee to approve the site, plan and location of any residence or other structure upon any lot; provided, however, all minimum set back and sideline limitations established by governmental entities having jurisdiction over the property shall be followed.

7. 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 or storage facility, provided, however, upon approval of the Architectural Control Committee, temporary storage facilities may be used for the storing of equipment and materials

solely during the construction of any residence. The same shall be removed promptly upon completion of construction.

8. All mail boxes and newspaper boxes shall be of similar design and shall be approved by the Architectural Control Committee prior to the erection thereof.

9. No signs or billboards shall be erected on any lot or displayed to the public on any lot except that one sign of not more than five square feet in any area may be used to advertise a completed residence for sale. No "For Sale" signs shall be allowed on any vacant property except that the Developer may use such signs to identify lots, to advertise the Development as a whole, or to designate models or sales offices within the Development. In addition, any contractor performing work on a residence may place a sign, approved as to size, form and content, by the Architectural Control Committee, on the premises identifying his connection with the construction.

10. No component and manufactured homes may be erected on any lot.

11. All fences shall be of wood construction and no wire or chain link fences shall be permitted. All fences shall be approved by the Architectural Control Committee.

12. All driveways shall be paved and culverts shall be installed if and where necessary.

13. All window coverings including curtains, blinds, draperies and shades shall appear white or off white from the exterior of any residences constructed on such lot. Precise approval of colors shall remain with the Architectural Control Committee.

14. No animals shall be kept or maintained within the development other than normal household pets. All such pets shall be under the owner's control at all times.

15. No fuel tanks or similar storage receptacles may be exposed to public view and any such receptacles must be properly

screened. All installations are subject to the approval of the Architectural Control Committee.

16. No buildings or grounds shall be kept or allowed to become unclean, unsightly or unkept and no activity or condition shall be allowed which tends to substantially decrease the attractiveness of the development or any portion thereof.

17. No automobiles without current registration may be kept or stored on any lot. In addition, no trucks, with the exception of standard two-ton pickup truck or smaller trucks shall be parked on any lot or street within the subdivision overnight and under no circumstances may any vehicle with commercial identification be allowed to remain in the subdivision overnight.

18. No motorcycles, campers, trailers, boats or recreation vehicles shall be parked or stored except in the rear of the lot. Any allowed storage will require shielding or screening from public view which will be satisfied to and approved by the Architectural Control Committee.

19. No noxious or offensive activity shall be carried on or allowed upon any lot nor shall anything be done thereon to cause embarrassment, discomfort or annoyance to the surrounding land owners or in such a manner as to constitute a nuisance to said surrounding land owners.

20. No lot shall be subdivided or its boundary lines changed in any manner except by the prior written consent of the Developer provided, however, the Developer hereby expressly reserves to itself, its successors and assigns, the right replat or recombine any two or more lots in order to modify or create additional building lots. The Developer further reserves the rights to relocate easements, walkways and other rights-of-way so long as such relocation does not prohibit access to any lot previously sold by the Developer nor does said relocation extend through property previously conveyed by the Developer.

21. Each lot owner must provide suitable receptacles for

disposal of garbage and other refuse and all such receptacles must be kept in a screened area, accessory building or other storage facility and shall not be visible from any street or right-of-way except on collection days.

22. Construction activity on a lot within the development shall be confined to the boundaries of said lot. Each lot owner shall have the obligation to collect and dispose of rubbish and trash resulting from the construction on the lot at such time and upon such schedule as is required by the Architectural Control Committee or the Developer. All construction sites must be cleaned daily. In the event sites are not cleaned in accordance with this provision, the Developer shall have the right to post a notice upon the site stating the steps required to satisfactorily clean the site and a time, not less than three (3) days later than the posting, by which all steps must be taken. In the event the site is not properly cleaned within the time allowed, the Developer shall have the right to clean the lot and charge the owner for the cost of such cleaning which shall be the personal obligation of the lot owner. This charge shall be due upon mailing of a bill to the owner, and, in the event it is not paid within ten (10) days after said mailing, the Developer shall be entitled to bring a civil action to recover any such charges.

23. The exterior of any structure under construction must be completed within eight (8) months after the institution of such construction unless written approval is obtained from the Developer or its designee.

24. All lots must be fully landscaped. Landscaping plans must be approved by the Architectural Control Committee prior to the improvement of any lot. All landscaping approved must be completed within thirty (30) days of the issuance of a certificate of occupancy for the improvements.

25. The Developer does hereby reserve an easement for installation and maintenance of utilities and drainage facility

over the rear ten (10) feet of all lots and additional easements for drainage and utilities shall be reserved as required by the Developer and any governing body having jurisdiction over the Development as designed on a final plat of said development recorded in the Office of the Register of Deeds of New Hanover County. The Developer shall have no responsibility for maintaining streets and drainage easements in connection with any lot sold. No structure, plant or other material shall be placed or permitted to remain on any lot 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.

26. Developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & 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 continuing monthly payment to Carolina Power & Light company by the owner of each lot.

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

28. If the parties hereto or any of them, their heirs or 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 The Commons, 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 such persons from so doing or to recover damages for such violation.

29. At any time prior to December 31, 1999, these restrictions may be amended by the Developer at its sole discretion. Thereafter, these restrictions may be amended by a vote of the owners of a majority of all lots located within The Commons, Section 4.

30. All covenants, restrictions and obligations set forth

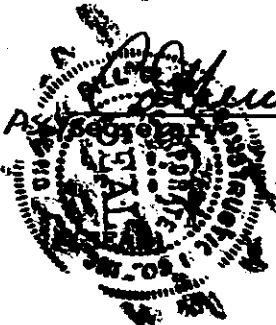
herein shall run with the land and shall be binding on all parties or persons claiming hereunder for a period of ten (10) years from the date hereof after which time all said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the lots (not including mortgagees or trustees under deeds of trust) of The Commons, Section 4, has been recorded setting forth the modifications of said covenants.

IN WITNESS WHEREOF, the Developer has hereunto caused this instrument to be signed by its president, attested by its secretary, and its corporation seal affixed hereto the 20 day of JUNE, 1995.

BILL CLARK CONSTRUCTION CO., INC.

BY: 
Vice President

ATTEST:


Catherine N. Clark

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public of the County and State aforesaid, certify that CATHERINE N. CLARK personally came 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 official stamp or seal, this the 20th day
of JUNE, 1995.

[Signature]
Notary Public

My Comm. Expires:

Oct. 17, 1999



STATE OF NORTH CAROLINA
COUNTY OF NEW HAMOVER

The foregoing certifi
certified to be correct. T
duly registered at the date
on the first page hereof.

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

18
date are
age shown

Cheryl Wiler

Notary (Notaries Public in/ are certified
to be correct.

This the 21 day of June 1995

Mary Sue Cobb, Register of Deeds
by Jacqueline Nelson
Deputy/Assistant