

JUN 20 1977

STATE OF NORTH CAROLINA : DECLARATION OF RESTRICTIONS
COUNTY OF NEW HANOVER : TURTLE HALL

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned owners and developers, in connection with the development of the subdivision known as Turtle Hall in New Hanover County, North Carolina, do hereby place the following restrictions and covenants upon all of the numbered lots, numbered 1 through 12 inclusive, and 24 through 35 inclusive, as shown on that map of said subdivision recorded in the New Hanover County Registry in Map Book 17 at Page 35, entitled "Section 1, Turtle Hall" by Robert H. Goslee, dated June 1976.

1. Definitions: As used in this Declaration of Restrictions, the following terms shall mean:

(a) "THA" means Turtle Hall Association, which in turn means the undersigned owners and developers of said subdivision.

(b) "Record or Recording" refers to record or recording with the Register of Deeds for New Hanover County, North Carolina.

(c) "Property" generally means the lands known as Turtle Hall, New Hanover County, North Carolina. Said lands are the above numbered lots depicted on the map thereof recorded in Map Book 17 at Page 35 in the Office of the Register of Deeds of New Hanover County.

(d) "Residential lots" or "lots" means those portions of the property specifically allocated, platted and/or recorded as lots for sale and/or use as single family residences.

(e) "Restrictions" shall mean the restrictions and covenants set forth in this Declaration of Restrictions.

2. Applicability: These Restrictions shall apply to all residential lots in said subdivision.

3. Reservations: THA reserves the right absolutely to change, alter or redesignate the allocated, planned, platted or recorded use or designation of any property (so long as THA retains title to said property) on any of the lands known as Turtle Hall including, but not limited to, the right to change, alter or redesignate roads, utility and drainage facilities, and to change, alter or redesignate such other present and proposed amenities or facilities as may, in the sole judgment of THA, be necessary or desirable.

4. Building and Site Improvements: (a) No building, fence, wall or other structure shall be erected, placed or altered on any lot, nor shall the grade or elevation or physical characteristics of any such lot, or portion thereof, be altered in any way whatsoever, until the proposed building plans, specifications, exterior colors and finishes, site and grading plan (showing the proposed location of such building or structure, drives, parking

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areas and proposed alterations to the grade, elevation or physical characteristics of the site), and construction schedule shall have been approved in writing by THA. Refusal or approval of any such plans, location or specifications may be based by THA upon any ground, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of THA shall seem sufficient.

5. Approval of Plans: (a) No house plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area. Such minimum requirements for each lot will normally be specified in each deed, and shall be between 2000 square feet and 2500 square feet of enclosed dwelling area. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas; provided further, that shed type porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area." If for any reason any deed recorded might not specify the minimum required square footage of enclosed dwelling area, the minimum for said house will be 2,000 square feet. However, if the footage in the deed specifies otherwise, such amount shall be controlling.

(b) 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, THA reserves the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot.

(c) The house (and other structures) to be placed upon a lot must be completed, and a certificate of occupancy issued therefor, within three years of the date of the deed of conveyance from THA to the lot owner. If such house (and other structures) is not completed, and a certificate of occupancy issued within said three year period, THA shall have the option to purchase the lot from the lot owner, or his heirs or assigns, at the exact purchase price therefor received by THA from the lot owner. Such option may be exercised by written notice to the lot owner within 90 days after the expiration of said three year period. THA may release its interest under such option at any time within its sole discretion, and does hereby release its interest in favor of a Savings and Loan Association or Bank making a loan for the construction of a house on the lot. The exterior of all houses and other structures must be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

(d) In the event that a lot owner shall decide, after acquiring a lot, to sell the same, he shall first offer the lot to THA for the price and on the terms of the intended sale. THA shall have thirty (30) days from such offer in which to accept or reject the same. This provision shall inure to the benefit of THA, its successors and assigns, shall continue in force and effect for a period of two years after conveyance of title to the lot owner, and at the expiration of such period shall be of no further force or effect. THA may release its interest under this option at any time within its sole discretion, and does hereby subordinate its interest under said option in favor of a Savings and Loan Association or Bank making a construction loan or permanent loan secured by deed of trust on said property.

(e) Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facilities.

(f) Each lot owner shall provide space for off-street parking for not less than three passenger automobiles prior to the occupancy of any dwelling constructed on said lot. Said parking areas and the driveways thereto shall be in accordance with reasonable standards and constructed of concrete, asphalt or crushed stone.

(g) No trees, exceeding three inches in diameter measured one foot above the ground, bushes, shrubs, or other vegetation whatever, may be removed from any lot without prior written approval of THA based upon a site plan, landscaping plan or planting plan submitted to THA.

(h) No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling not to exceed two (2) stories in height, and one or more small accessory buildings (which may include a detached private garage, but not garage apartments, provided further, that such buildings are not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

(i) No domesticated animals shall be kept on the property other than household pets.

6. Residential Use: (a) All lots shall be used for residential purposes exclusively. No home business or occupation shall be permitted.

(b) No trailer, tent or other structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by a contractor during the construction of a main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

(c) 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.

(d) Prior to the occupancy of a residence on any lot, proper and suitable provisions shall be made for the disposal of sewage by means of a septic tank or other method, provided that any such method must be approved by appropriate State or County health authorities. As soon as a county sewage system with a line to the street in front of the lot is available, sewage disposal shall be only by such system.

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

(b) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

8. Signs: No sign of any character shall be displayed on any lot except (a) a temporary "For Sale" sign, (b) a property or owner identification sign not exceeding a combined total of two (2) square feet.

9. Subdividing: (a) No lot shall be subdivided, or its boundary lines changed except with the prior written consent of THA. However, THA hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the recorded plat of the subdivision 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, provided that no lot originally shown on the recorded plat is reduced by more than twenty (20) per cent from its original size, and provided further that this provision shall be subject to Section Three (3) of these Restrictions.

10. Covenants run with the land: 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 THA, 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 years, unless an instrument signed by a majority of the then owners of 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.

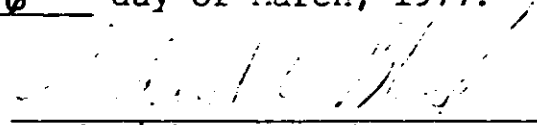
11. Violations: In the event of a violation or breach of any of these Restrictions by any lot owner, or agent of such owner, THA, or the owner of any other property in Turtle Hall, or any of them jointly or severally shall have the right to proceed at law or equity to compel a compliance to the terms hereof or to prevent the violation or breach. In addition to the foregoing, THA shall have the right, whenever there shall have been built on any lot any structure which is in violation of these Restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservations, restrictions, or condition contained in these Restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.

12. Invalidation: The invalidation by any court, agency or legislation of any provision of these Restrictions shall in no way affect any of the other provisions of these Restrictions, but they shall remain in full force and effect.

13. Modifications: THA specifically reserves the right to amend or change any part or all of the restrictions, covenants and conditions herein set out by the filing in the Office of the Register of Deeds of New Hanover County a declaration of amended restrictive covenants, which such amendments, modifications or additions to the restrictive covenants contained in this Declaration shall be made applicable only to lots conveyed subsequent to the recording of such declaration of amended restrictive covenants, or by modifications contained in deeds conveying said lots.

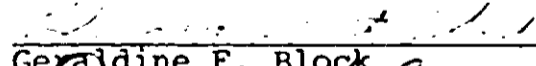
14. Absence of Dedication to Public Use: Nothing in these Restrictions, nor in the recording of any plat or deed pursuant hereto, shall dedicate (or be deemed to dedicate) to public use common lands or other grounds (other than Turtle Hall Drive, Terrapin Court and Tortoise Lane.)

IN WITNESS WHEREOF the owners and developers have hereunto set their hands and seals this 6th day of March, 1977.



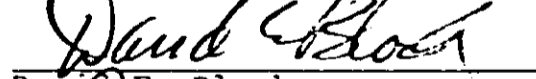
(SEAL)

Frederick L. Block



(SEAL)

Geraldine F. Block



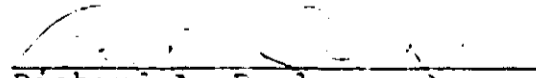
(SEAL)

David E. Block




(SEAL)

Peggy S. Block



(SEAL)

Richard A. Dunlea



(SEAL)

Edith D. Dunlea

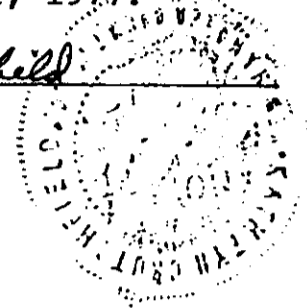
STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

I, Kathryn Crutchfield, a Notary Public in and for the State and County aforesaid, certify that Frederick L. Block and wife, Geraldine F. Block each personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and seal, this 6th day of ~~March~~^{June}, 1977.

Kathryn Crutchfield
Notary Public

My commission expires: 8-9-80



STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

I, Kathryn Crutchfield, a Notary Public in and for the State and County aforesaid, certify that David E. Block and wife, Peggy S. Block, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and seal, this 6th day of ~~March~~^{June}, 1977.

Kathryn Crutchfield
Notary Public

My commission expires: 8-9-80



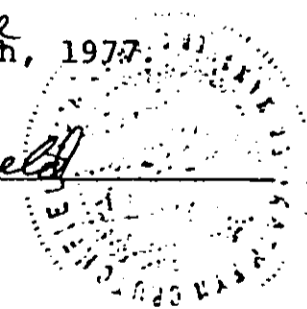
STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

I, Kathryn Crutchfield, a Notary Public in and for the State and County aforesaid, certify that Richard A. Dunlea and wife, Edith D. Dunlea, each personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and seal, this 6th day of ~~March~~^{June}, 1977.

Kathryn Crutchfield
Notary Public

My commission expires: 8-9-80



STATE OF NORTH CAROLINA, New Hanover County

The Foregoing Certificate(s) of Kathryn Crutchfield,
a Notary Public,

(is/are) certified to be correct.

This 20th day of June A.D., 19 77.

Drawn By Granville Ryals

Lois C. LeRay, Register of Deeds

Received and Recorded
6/20/1977 at 10:51A.M.

By Lois C. LeRay Deputy

Lois C. LeRay
Register of Deeds