

DECLARATION OF RESTRICTIONS

76 KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, WESTMINSTER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in Greensboro, North Carolina, hereinafter called "Owner," is the owner of all that tract of land located in New Hanover County, North Carolina, and designated and known as Twin Wood of Wilmington, Phase I, as shown on plat recorded in Map Book 23, Page 20, New Hanover County Registry.

AND WHEREAS, Owner desires to provide for stability and appeal in the development of said land:

NOW, THEREFORE, Owner hereby covenants and agrees to and with all persons, firms, and corporations now owning or hereafter acquiring any of the numbered lots included on said plat, that all of said numbered lots shall be and the same now are, to the extent hereinafter defined and described, subject to the following restrictions as to the use thereof, running with said land by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one-half of a two unit townhouse not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with the general architectural design and construction standards used in the dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family detached dwelling as a model home for sales purposes.

2. DWELLING, QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one story open porches and garages, shall be, if a single family residence, not less than 750

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411 Chestnut St.
Wilmington
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square feet for a one story dwelling, nor less than 700 square feet for a one story dwelling, not less than 700 square feet for a dwelling of more than one story; if a duplex, not less than 1,200 square feet of enclosed heated area.

3. BUILDING LOCATION: No building shall be located on any corner lot nearer than 15 feet to the front line nor nearer than 20 feet to any side street line. Where a corner lot is involved, "front lot line" shall be deemed to be that line toward which the main structure fronts.

No dwelling shall be located on any interior lot nearer than 15 feet to the front lot line, nor closer to the side lot line than 10% of the average lot width, nor nearer the rear lot line than 25 feet. No garage or other permitted accessory building shall be located nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot. An error of not more than 10 percent in the location of a building on the lot with respect to the minimum setback lines shall not be considered a violation of this covenant.

4. EXTERIOR MAINTENANCE: Each owner of a lot in Twin Wood of Wilmington, Phase I, shall provide exterior maintenance upon each lot as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

5. PARTY WALLS: General Rules of Law to Apply: Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared

by the Owner who makes use of the wall in proportion to such use.

Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. In the event of the destruction or damage to a building on any lot by fire or other casualty, whether due to the negligence or fault of the lot owner or not, the lot owner shall, within thirty days of the date of such damage or destruction, either clear the lot or repair the damage in such a way so as to return the property to a clean and presentable condition.

Weatherproofing: Notwithstanding any other provision of this section, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Right to Contribution Runs With Land: The right of any owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors in title.

Arbitration: In the event of any dispute arising concerning a party wall, or under the provisions of this section, each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

6. **ARCHITECTURAL CONTROL:** No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material, and location of the same shall have been submitted to and approved in writing as to harmony of external design to include painting and location in relation to surrounding structures and topography by an

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architectural committee composed of three (3) representatives chosen by the owners of Twin Wood of Wilmington, Phase I, units. In the event said designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with.

Outside Antennas: No outside radio or television antennas shall be erected on any Lot or dwelling unit within the Properties unless and until permission for the same has been granted by the architectural control committee.

Exterior Lights: All light bulbs or other lights installed in any fixture located on the exterior of any building or any lot shall be clear, white, or non-frost lights or bulbs, except that the use of colored bug lights for the removal of insects shall not be prohibited.

7. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting or other materials 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, or which may obstruct or retard the flow of water through 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.

9. **CROSS DRIVEWAY:** The owner of each lot shall have, and is hereby granted, the right to use each of the driveways connected to each owner's lot, for the purposes of ingress, egress, and regress to and from such owner's lot, to and from

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public streets. Nothing in this paragraph gives or grants any right to an owner of one lot to park vehicles or permit same to remain on another lot except that in such cases where the common driveway is so located as to require it, the owner of one lot shall have the right in using the common driveway to cross over an adjoining lot to reach a parking space. The owners of lots 1, 105, 106, 107, 108, and 110 are prohibited from making vehicular access to Wilshire Boulevard from the rear of their lots.

10. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

11. BUILDING PLANS AND SPECIFICATIONS: No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "minimum property standards for one and two living units." (FHA No. 300, Federal Housing Administration)

12. ERECTION OF FENCES: No fence shall be erected between the front building line and the street right of way line in excess of 3 feet in height. No fence shall be erected between the front building line and the main dwelling and the back lot line in excess of 6 feet in height. Where corner lots occur with adjacent lots sharing the same right of way line, no fence in excess of 3 feet in height shall be constructed along the right of way of the corner lots or nearer the right of way than the front building line of the adjacent lots.

13. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

14. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All

incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and all lot owners shall comply with the regulations of the City of Wilmington concerning rubbish storage and disposal.

15. SIGHT DISTANCE AT INTERSECTION: No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 23 feet from the property line, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

16. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, manufactured home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

17. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall automatically extend for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

18. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

19. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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The developer reserves the right to subject the real property in this subdivision to a contract 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 additional payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each building.

No fences, structures, or other obstructions shall be allowed within the street rights of way. The owners of a lot within this subdivision shall not place or erect or allow to be placed or erected any fence, structure, or other obstruction within the street rights of way. If such fence, structure or other obstruction is placed or erected in such right of way, the owner of such lot shall remove the same immediately upon notice to do so by Westminster Company, its successors, assigns, or agents or the City, of Wilmington. If the owners of such lot cannot be located, or after being notified, refuse to remove such fence, structure or other obstruction, Westminster Company, its successors, assigns, or agents may remove the same, and the owners of such lot shall be liable for the costs of such removal. Notice shall be deemed sufficient if sent by regular, certified, or registered mail to the owners of such lot at the address of their lot in this subdivision, or at any last known address.

IN TESTIMONY WHEREOF, WESTMINSTER COMPANY has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Assistant Secretary and its corporate seal to be hereunto affixed this *9th* day of *March*, 193*4*.

WESTMINSTER COMPANY

By:

William J. Wilson
Vice President

James E. Maiden
Assistant Secretary

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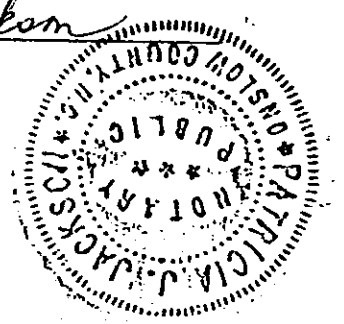
ONSLOW COUNTY

I, Patricia J. Jackson, a Notary Public of the State and County aforesaid, certify that James E. Maides personally appeared before me this day and acknowledged that he is a Assistant Secretary of Westminster Company, a corporation organized under the laws of the State of North Carolina, and having an office in the City of Jacksonville, North Carolina, and that by authority duly given him and as the act of the Corporation, the foregoing instrument was signed in its name by its Vice President, sealed with the Corporate Seal, and attested by him as its Assistant Secretary.

Witness my hand and notarial seal, this the 9th day of March 1984.

Patricia J. Jackson
Notary Public

My Commission Expires: 3-17-85



STATE OF NORTH CAROLINA, New Hanover County

The Foregoing Certificate(s) of PATRICIA J. JACKSON, A notary public

This 11 day of April A.D., 19 84 (is/are) certified to be correct.

Rebecca P. Tucker, Register of Deeds

By Linda P. Alston
Deputy