

OCT 25 10 31 AM '89

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATIONS OF RESTRICTIONS
SECTION II, WEATHERWOOD
AT SUMMERFIELD

OCT 25 10 31 AM '89

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

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, LANDMARK ORGANIZATION, INC. (LOI), a North Carolina corporation, hereinafter called DEVELOPER is the OWNER of all of the interest and equity in that certain tract of land known as SECTION II, WEATHERWOOD AT SUMMERFIELD, and it is the desire of the undersigned, the DEVELOPER of this land, to ensure 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 ensure the same advantages to the other lot owners;

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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 SECTION II, WEATHERWOOD AT SUMMERFIELD, that all of the lots in said subdivision as shown on a map recorded in Map Book 30, at Page 110 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.

All building plans and site locations for residences must be approved prior to construction by DEVELOPER. No lot may be clear cut or substantially cleared without the express written consent of DEVELOPER.

The roof on each residence must have a minimum pitch of 6'/12', unless written permission to vary therefrom is first obtained from DEVELOPER. All roofing colors must be earth tones, such as browns, blacks or grays.

2. No residence smaller than 1,000 square feet of heated floor space, exclusive of porches, steps, walks, garages, carports, storage areas, etc., shall be constructed or located on any building lot. Provided, that in cases where the area is not more than ten percent (10%) below the minimum above set out, DEVELOPER, or its designated agents, may, at their option, approve the construction of the dwelling, if it is in conformity with the general development of the Subdivision. In computing the number of square feet allowed as provided

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herein, no square footage in any part of the dwelling that is constructed over a garage will be counted, unless it is on the same utility hookup as the main dwelling and is a finished part of the constructed living space.

3. No concrete block, concrete brick, asbestos siding, aluminum siding, cinder block nor tar paper composition shall be used for the exterior of any residence constructed on any building lot herein conveyed, it being intended that only conventional frame, wood, masonite-type hardboard, vinyl, brick, clay brick or stucco exteriors be constructed on the lots subject to these covenants. Paint colors on house at the time of closing may not be changed for five (5) years without prior approval of DEVELOPER.

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, DEVELOPER, reserves the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot, and a plot plan shall be furnished to LOI for approval before construction begins. In any event, no house shall be erected closer to the front lot line or nearer to any side line than the minimum distances established by applicable New Hanover County ordinances.

On corner lots, the side having the least frontage shall be considered the front lot line of said lot.

5. No house trailer, travel trailer or other recreational vehicles, 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.

Any storage building must conform to the paint colors and building style of the main structure constructed on any lot. Construction and placement of said building on any lot shall be approved by DEVELOPER, prior to the construction thereof.

Boats shall be kept inside a storage building or in the back yard and not visible from the street.

No satellite dishes or exterior antennas may be installed without prior written approval from DEVELOPER.

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6. No fence shall be erected or hedge grown on any lot, unless written approval thereof has first been obtained from DEVELOPER. Fences facing or parallel to the street shall be wood construction. No fence and no hedge shall be permitted nearer the front lot line than the rear corners of the house constructed upon said lot unless approved in writing by DEVELOPER. All corner lots shall be required to have a fenced area at least 20 feet by 20 feet in size in the rear of the house and attached to the rear of the house, within which shall be kept all lawnmowers, bicycles, toys, grills and other similar stored materials. On lots having these buffer fences installed by the DEVELOPER, the owner of the lot upon which said fence is located shall maintain the fence in its original condition. All fences constructed hereunder shall be maintained in original condition.

7. Modular and prefabricated homes and previously constructed houses may not be erected or placed on any lot, without the express written consent of DEVELOPER.

8. No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot subject to these Restrictions, except that one sign of not more than five square feet in area may be used to advertise a complete dwelling for sale. No "For Sale" signs are allowed on any unimproved lot. This covenant shall not apply to signs erected by DEVELOPER used to identify and advertise the subdivision as a whole, or by a contractor for an item or work being performed on a given lot.

9. No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles must be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

10. 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 or County or the Board of Health. An eight (8') foot radius from each water meter shall be an easement for maintenance and repair of such meter. Lot owners, may, however, drill shallow wells for irrigation purposes and for non-domestic use. Said wells must be located in the back yard so as not to be visible from the street. Sewage disposal shall comply with the regulations of the North Carolina Board of Health. Each lot in said subdivision is subjected to a sewer maintenance easement across the front ten (10') feet of each said lot.

11. No yard sales or garage sales shall be permitted upon any lot in this Development.

12. No noxious or offensive 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 may become an annoyance or nuisance to the neighborhood. No domesticated farm animals or fowls shall be raised, bred or kept on the property. In the event yards are not properly maintained, they shall be cleaned up at the owner's expense. Unsightly, inoperative, or unlicensed junk cars and like eyesores cannot be maintained on any lot, either prior to or after the residence has been erected thereon.

13. The Buyer or Purchaser of each lot shall keep the lot mowed regularly, including that area from the lot line to the edge of the paved street and clear of any unsightly objects, and in the event that the Buyer or Purchaser of any lot within the said subdivision breaches this restriction, DEVELOPER reserves the right to enter upon the said lot and mow the grass, clean up the lot, and remove unsightly structures and objects at the property owner's expense. Where lots border on or contain ditches, drainage canals or swales, the Buyer of each lot shall keep that area, including the slopes, down to the edge of the water, mowed and maintained regularly. Washouts or erosions on the lots adjoining ditch banks and swales to pavement shall be properly tended to by the respective lot owner.

14. 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 initial payment and/or a continuing monthly payment to Carolina Power and Light Company by the owner of each lot.

15. Each lot owner shall provide receptacles for garbage and all cans, carts and bags must be kept in a screened area, accessory building or other storage facility, and not visible from the street, except on garbage pick-up days.

16. Construction activity on a lot shall be confined within the boundaries of said lot. Each lot owner shall have the obligation to collect and dispose of all rubbish and trash resulting from construction on his lot. Upon a lot owner's failure to collect and dispose of such trash within thirty (30) days after receipt of a written notice from DEVELOPER, DEVELOPER may collect and dispose of such rubbish and trash at the lot owner's expense.

17. Each lot in the subdivision shall have only one (1) mailbox and one (1) paper box to be mounted on a single post, and all such boxes shall be as approved by LOI. Such mailboxes or paper boxes may be provided by DEVELOPER or the

Builder. Any boxes provided by the builder shall be considered an improvement and must remain with the lot and shall be maintained by property owner.

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

19. 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 person or persons, owning any real property situated in said SECTION II, WEATHERWOOD AT SUMMERFIELD to prosecute any proceedings 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.

20. DEVELOPER specifically reserves the right to amend, or change any part or all of the restrictions, covenants and conditions herein set out at any time prior to December 31, 1992 by the filing in the Office of the Register of Deeds of New Hanover County a Declaration of Amended Restrictive Covenants.

21. 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 twenty (20) years from the date hereof, at which time these covenants shall be automatically extended for successive periods of ten (10) years each unless by vote of the then owners of a majority of said lots not under legal disability, it is agreed to revoke or amend same.

22. In certain instances, conservation areas or green ways, or vegetated buffers may be conveyed with a lot to an owner. Such areas are for conservation purposes and as such, not for owner's private use. These areas are to remain entirely natural. No fences or structures of any type may be erected in said areas and no undergrowth or any type of vegetation may be removed.

Notwithstanding the foregoing, any area identified as a Planting Area on any map or revision of lots map of SECTION II, WEATHERWOOD AT SUMMERFIELD may be conveyed with a lot or lots in said section of the Subdivision or may be conveyed to one or more lot owners in said Subdivision. No structures other than those fences, signs, entranceway structures, landscaping or similar construction by the DEVELOPER shall be permitted in the Planting Area. In the case of conveyance of a Planting Area as set forth herein the DEVELOPER reserves an easement to go upon the Planting Area and maintain any of the

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above-described construction. DEVELOPER further reserves the right and an easement to change, reconstruct or construct any fences, signs, entranceway structures, landscaping or the equivalent in and over the Planting Area.

The lot owner or owners to whom any Planting Area is conveyed shall keep the Planting Area mowed and shall maintain it regularly so that said area shall be neat and in good condition and appearance at all times. With the consent and approval of the DEVELOPER, the lot owner may make certain plantings and may landscape the Planting Area.

23. The DEVELOPER reserves the right to change, alter or redesign roads, utility and drainage facilities and easements and to change, alter or redesign or redesignate lot lines and lots and Planting Areas as may, in the sole judgment of the DEVELOPER, be necessary or desirable except that the DEVELOPER shall have no right to change or alter the use of the lots within the Subdivision.

24. All properties shall be subject to that certain Agreement recorded in Book 1466 at Page 0426 of the New Hanover County Registry, including, but not limited to, the specific terms of paragraph 6 of said Agreement.

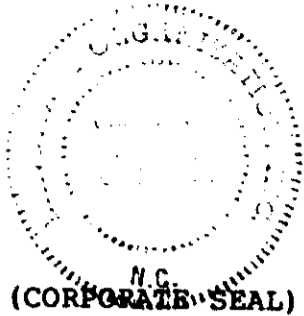
25. Whenever used herein, the word "DEVELOPER" is deemed to mean LANDMARK ORGANIZATION, INC. (LOI), its successors or assigns.

26. THESE RESTRICTIONS APPLY ONLY TO SECTION II, WEATHERWOOD AT SUMMERFIELD SUBDIVISION, AS THE SAME IS SHOWN ON THE MAP REFERENCED ABOVE, AND NOTHING HEREIN IS INTENDED, NOR SHALL BE DEEMED, TO BE A REPRESENTATION, WARRANTY, COVENANT OR PROMISE THAT THESE RESTRICTIONS APPLY OR SHALL APPLY TO ANY OTHER REAL PROPERTY OWNED BY DEVELOPER IN THE VICINITY OR AREA OF SAID DEVELOPMENT. DEVELOPER FOR ITSELF, ITS SUCCESSORS AND/OR ASSIGNS, DECLARES THAT SECTION II, WEATHERWOOD AT SUMMERFIELD SUBDIVISION, IS NOT PART OF ANY OVERALL PLAN FOR THE DEVELOPMENT OF THE REAL PROPERTY DESCRIBED HEREIN, AND THAT THE REMAINDER OF SAID PROPERTY MAY AND CAN BE USED, DEVELOPED, CONVEYED AND/OR IMPROVED FOR PURPOSES AND SUBJECT TO RESTRICTIONS OTHER THAN AS SET OUT HEREIN.

IN TESTIMONY WHEREOF, LANDMARK ORGANIZATION, INC. (LOI) has caused this instrument to be signed in its name by its Vice-President, sealed with its corporate seal, and attested by its Assistant Secretary, this 24th day of October, 1989.

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LANDMARK ORGANIZATION, INC.



By: B. Lee Stephens
VICE President

ATTEST:

C. B. Roberts
ASST Secretary

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, John D. Smith, Notary Public of said County and State, do hereby certify that C. B. Roberts, personally came before me this day and acknowledged that he/~~she~~ is Assistant Secretary of LANDMARK ORGANIZATION, INC., 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 himself/herself as its Assistant Secretary.

WITNESS my hand and notarial seal this 24th day of October, 1989.

J. D. Smith
Notary Public

My commission expires:

2-28-94



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

John D. Smith
Notary (Notaries) Public is/are certified to be correct.

This the 25 day of Sept. 1989
Rebecca P. Tucker, Register of Deeds

By Rebecca P. Tucker
Deputy/Assistant