

Admitted to record
 8th day of Apr. 1970
 at 2:34P. M
 Recorded in Book
 Page
 Lois C. LeMay, Registrar
 New Hanover Co., N. C.

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, who is the owner and developer of that certain subdivision in Masonboro Township, New Hanover County, North Carolina, known as Westchester Subdivision as the same is shown on a map or plat prepared by Jack G. Stocks, Registered Land Surveyor, which was recorded the 7th day of April, 1970, in Map Book 11 at Page 12 in the office of the Register of Deeds of New Hanover County, in order to promote a uniform and harmonious development of said subdivision as a desirable residential community, do hereby covenant and agree to and with each other and with all persons, firms, or corporations now owning or hereafter acquiring any lots in the above mentioned subdivision, that the use of all of said lots is hereby made subject to the following restrictions or restrictive covenants, which shall run with the land, and be binding upon said lots and whomsoever owns the same, to-wit:

1. 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. 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 two stories in height, and a private garage for not more than two cars. No such garage shall be more than one story in height and shall never be used for living quarters of any kind, either for guests, members of the family or servants, and the construction or maintenance of so-called "garage apartments" on any lots is expressly prohibited.

3. No dwelling containing less than nine hundred square feet of floor space of heated living area, excluding porches, garage areas, and carport areas, shall be permitted to remain on any lot. The plans for all dwellings and structures incidental to the use of the lots in this subdivision shall be approved by Traco Development Company, its successors, nominees or assigns. Provided however, if plans are submitted for approval to an officer, nominee or successor to Traco Development Company, and after a period of twenty days from the delivery thereof, the person or corporation so delivering the 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 the other dwellings and structures in the subdivision.

4. No building or structure of any kind shall be located on any lot nearer than 25 feet from the front or side street line. No building or structure of any kind shall be located on any lot nearer than a distance equal to 10% of the width of the lot to any side lot line, provided, however, if the owner of two or more adjoining lots shall elect to use them for one residence, 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, measurements shall be from the base or 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 the right, by and with the mutual consent, in writing, of the owner or owners at such time of the lot or lots affected thereby, to change such restrictions accordingly; provided, however, that such change shall not exceed 10% of the marginal requirement of the building line restrictions existing as to such lot.

5. The grantor reserves for itself, its 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 the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities including water and sewer service.

6. No fence or other obstruction shall extend nearer the Street than the rear line of the main dwelling constructed on the lot.

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

8. No commercial trade or activity or any noxious trade or activity whatsoever shall 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 developers at the owners expense. Unsightly, inoperative junk cars and like eyesores cannot be maintained on any lot or on any street in the subdivision either prior to or after the dwelling has been erected and any such automobiles may be removed by the developers at the lot owners expense.

9. No structure of a temporary character, trailer, mobile home, tent, shack, garage, garage apartment, barn or other outbuilding shall be used on any lot as a residence, either temporarily or permanently, either for the owners of said lot, for servants or any other persons.

10. 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. No hogs, cattle, sheep, goats, horses, poultry, or other livestock shall be raised, bred, or kept on any lot. However dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose; provided further that they are not kept in such numbers or of such a nature as to be or become a nuisance to the adjoining property owners or any residents of the subdivision.

12. 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.

13. No surface closets or out-houses shall be kept on or maintained on any lot, and sewage disposal shall be by septic tank only, which shall comply with the requirements of the North Carolina State Board of Health, until such time as a general sewage disposal system may be installed.

14. No lot as shown on the map of the subdivision above referred to shall be resubdivided unless each part of the subdivided lot becomes a part of another whole lot.

15. No sign boards of any description shall be placed on or displayed on any residential lot except signs "For Rent" or "For Sale" which signs shall not exceed 2 feet by 3 feet in size.

16. Water to be used by the residents of any lot in the subdivision for human consumption shall be obtained from the community water system unless other sources are approved and authorized by the City-County Board of Health and Saniary Utilities, Inc., or their successors.

17. 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 written document executed by Traco Development Company, the developer, or its successor in title, and by the owners of not less than sixty percent (60%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the office of the Register of Deeds of New Hanover County, North Carolina, but if said restrictions are not so modified they shall remain in effect until December 31, 2002.

18. 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.

19. 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..

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, and have executed this instrument for the purposes hereinabove set out.

This the 8 day of April, 1970.

TRACO DEVELOPMENT COMPANY

By: [Signature]
President

ATTEST:

[Signature]
Secretary

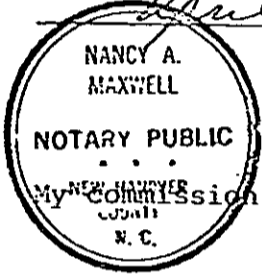


STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Nancy A. Maxwell, a Notary Public of the State and County aforesaid, certify that R. C. FOWLER personally came before me this day and acknowledged that he is Secretary of TRACO DEVELOPMENT COMPANY, a North Carolina Corporation with its principal office in New Hanover County, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with the Corporate Seal, and attested by him as its Secretary.

WITNESS my hand and Notarial Seal, this the 8 day of April, 1970.



Nancy A. Maxwell
Notary Public

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

The foregoing certificate of Nancy A. Maxwell Notary Public of New Hanover County, is certified to be correct.

DRAWN BY: ROBERT CALDER, ATTORNEY AT LAW.

This the 8th day of April, 1970.

LOIS C. LERAY, REGISTER OF DEEDS

By: Delores Turner, Asst., Deputy

Received and Recorded
April 8, 1970 at 2:34 P. M.

Lois C. Leray
Register of Deeds