

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

KNOW ALL MEN BY THESE PRESENTS:

That ALEXANDER MALPASS, SR., AND WIFE, BERTA ANN MALPASS, and CARL T. JENNETTE and wife, MARIGOLD D. JENNETTE, of New Hanover County, North Carolina, the present owners of all of the lots in Willow Woods Subdivision, Section 3, JAMES D. CARR, TRUSTEE, and CAROLINA SAVINGS & LOAN ASSOCIATION, do hereby covenant and agree to and with all persons, firms, or corporations now owning or hereafter acquiring any property in the area hereafter described, that all of the lots shown upon the map of that certain subdivision known as Willow Woods, Section 3, to be recorded at a later date, which property is described in a deed to the makers of this declaration as recorded in Book 723, at Page 336, are hereby subject to the following restrictions as to the use thereof, running with said properties by whomsoever owned, to-wit:

1. All lots in the said subdivision shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than single or multiple unit family dwellings not to exceed two stories in height and a private garage for not more than four cars and other outbuildings incidental to residential use of the plot including servants quarters.

2. No building shall be located on any residential building plot nearer than 35 feet to the front line nor nearer than ten feet to the side line for one story structures nor nearer than ten feet to the side lot line for a two story structure. No dwelling shall be located nearer than twenty-five feet to the rear lot line. Unattached garages or other outbuildings shall be located not nearer than seventy-five feet to the front lot line and not nearer than five feet to side or rear lot lines.

3. No noxious or offensive trade or activity shall be carried on or maintained upon any lot or part of any lot nor shall any use be made of any portion of said property which may be or become an annoyance or nuisance to the neighborhood. No cattle, fowl, hogs sheep or goats shall be kept on the property.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence nor shall any structure of a temporary character be used as a residence.

5. The minimum floor area of each dwelling shall be 1,250 square feet, excluding porches, garage, terrace, outbuilding and garage apartments.

6. No lot, as shown by the official plan of the above lots, shall be resubdivided unless such part of the subdivided lot becomes a part of a whole lot and the remainder of the subdivided lot becomes a part of another whole lot.

7. That the plans for all dwellings and structures incidental to the use of the lots shall be approved by either Alexander Malpass, Sr., or Carl T. Jenrette, or their heirs or assigns, until such time as the said owners shall sell all of the lots of said subdivision. At that time, the said plans shall be approved by a building committee. This building committee shall be composed of three members elected by the owners of the lots in said subdivision. This election shall be by majority vote, one vote to each lot owner. Each member elected to the building committee shall serve a three-year term with the exception of two of the original members of said committee who shall serve for a one and two-year term, respectively. The length of the original board members' terms shall be determined by lot as between the three members.

8. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them until January, 1983, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the owners of the lots it is agreed to change the said covenants in whole or in part.

9. 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 other person or persons owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

10. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals, this the 29th day of May, 1965.

Alexander Malpass, Sr. (SEAL)
Alexander Malpass, Sr.

Beth Ann Malpass (SEAL)
Beth Ann Malpass.

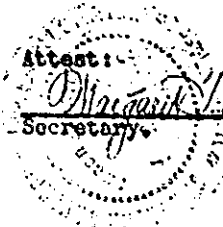
Carl T. Jenrette (SEAL)
Carl T. Jenrette.

Marigold D. Jenrette (SEAL)
Marigold D. Jenrette.

James D. Carr (SEAL)
James D. Carr, Trustee.

CAROLINA SAVINGS & LOAN ASSOCIATION
By: [Signature]
Executive Vice President.

Attest:
[Signature]
Secretary.

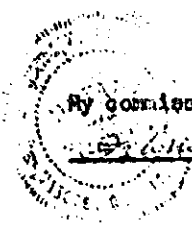


STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Jane H. Croon, a Notary Public in and for the State and County aforesaid, do hereby certify that ALEXANDER MALPASS, SR., and wife, BERTA ANN MALPASS, and CARL T. JENRETTE and wife, MARGOLD D. JENRETTE, personally appeared before me this day and each acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal, this 29th day of October, 1965.

Jane H. Croon
Notary Public.



My commission expires:

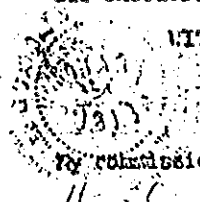
February 6, 1967

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Caroline D. Ramey, a Notary Public in and for the State and County aforesaid, do hereby certify that JAMES D. CARR, TRUSTEE, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal, this 11th day of May, 1965.

Caroline D. Ramey
Notary Public.



My commission expires:

11-30-66

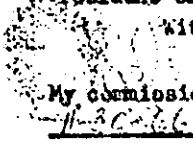
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

This 11th day of May, 1965, personally came before me Margaret T. Humblett, who, being duly sworn, says that she knows the common seal of the CAROLINA SAVINGS & LOAN ASSOCIATION, and is acquainted with Edward D. Moore

who is Executive Vice President of said corporation, and that she the said Margaret T. Humblett is Secretary of the said corporation, and saw the said Executive Vice President sign the foregoing instrument, and saw the said common seal of said corporation affixed to said instrument by said Executive Vice President, and that she, the said Margaret T. Humblett, signed her name in attestation of the execution of said instrument in the presence of said Executive Vice President of said corporation.

Witness my hand and seal this 11th day of May, 1965.

Caroline D. Ramey
Notary Public.



My commission expires:

11-30-66

STATE OF NORTH CAROLINA
New Hanover County.
The foregoing Certificate of Jane H. Croon
by Caroline D. Ramey

Notary Public of New Hanover County, is adjudged to be correct. Let the instrument with the Certificate be recorded.

This the 23 day of Nov, 1965.
James D. Malpass
Clerk Superior Court

Witness by Robert Calder.

Received and Recorded

NOV 23 1965 10:10 A.M.

Paul Blanchard Register of Deeds