

1498 1875

REBECCA TUCKER
REGISTERED DEEDS
NEW HANOVER CO. NC

JUN 1 4 10 PM '90

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS
OF
WILTON COURT SUBDIVISION,
SECTIONS I & II
AND REVISED SECTION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Grifton W. Jones Builder, Inc., a North Carolina Corporation, and L & B Associates, a Partnership, (hereinafter referred to as "Declarant"), who are the Owners of that certain subdivision in Masonboro Township, New Hanover County, North Carolina, known as Wilton Court.

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W I T N E S S E T H:

THAT, WHEREAS, DECLARANT is the owner of all of the lots in Sections I and II and Revised Section of Wilton Court, maps of which are recorded in Map Book 30 at Page 197, Map Book 30 at Page 198 and Map Book 31 at Page 61 of the New Hanover County Registry; and

WHEREAS, it is the desire of Declarant, for itself, its successors and assigns, to provide a uniform plan of development for all of the lots located in said Subdivision;

NOW, THEREFORE, DECLARANT, for itself, its successors and assigns does hereby covenant, and agree and declare to and with all persons, firms, or corporations, now owning or hereafter acquiring any property in Sections I and II and Revised Section, Wilton Court Subdivision, that all of the lots in said Subdivision as shown on the maps thereof recorded in Map Book 30 at Page 197, Map Book 30 at Page 198 and Map Book 31 at Page 61 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. RESIDENTIAL USE ONLY: All lots shall be known as single-family residential lots, and shall be used for residential purposes only and may not be used for commercial purposes. No building shall be erected, altered, placed, or permitted to remain on any such lot other than one detached single family dwelling not to exceed two and one-half (2) stories in height and a private garage for more than two cars.

2. SETBACK REQUIREMENTS: No part of any building erected on any lot herein conveyed shall be nearer than forty (40) feet from the front street line, with the exception of Lots 4R and 5R which may be thirty-six (36) feet. For any lot having a street on more than one side, the side having the least street frontage shall be considered to be the front street line. In the event of the unintentional violation of any of the building line

RETURNED TO Grifton W. Jones Builder, Inc.

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restrictions herein set forth, the Declarant reserves the right by and with the mutual written consent of the owner or owners for the time being, of the lot or lots affected thereby to change such restrictions accordingly; provided, however, that such change shall not exceed ten percent (10%) of the marginal requirements of such building line restrictions.

3. **NO DIVISION OF LOTS:** No lot shall be re-subdivided unless a 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.

4. **NO TEMPORARY STRUCTURE:** No house trailer, mobile home, basement, tent, shack, garage or garage apartment, barn or other outbuilding erected on any of said property may at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted, nor shall any temporary structure or trailer be placed on said lot.

5. **NO NUISANCE OR OFFENSIVE ACTIVITY:** No Noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may be or may become an annoyance, embarrassment, discomfort or nuisance to the neighborhood. There shall not be maintained any plants or animals, nor devise or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or other nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept condition 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. No inoperative cars shall be allowed on any lot.

6. **FENCE:** No fence shall be erected on any lot nearer the front street line than the rear corners of the house erected on said lot and all fences erected shall be of wood or chain link type composition.

7. **SIZE OF BUILDING:** No dwelling with an interior of less than 2,000 square feet of living space (exclusive of porches, steps, walks, breezeways, carports and garages) may be erected, placed, or permitted to remain upon any lot in this section; provided that in cases where the area is not more than ten percent (10%) below the minimum above set out, Declarant, 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.

8. **EXTERIOR OF DWELLING:** All dwellings must be constructed of wood, brick, brick veneer, or stone and with architectural designs appropriate to the Subdivision. Garages on dwelling lots must be constructed of the same material as specified for the dwelling.

9. **RIGHT OF WAY RESERVED:** The Declarant reserves unto itself, its successors and assigns, the right to subject the real property in this Subdivision to a contract with Carolina Power & Light Company for the installation of street lighting, which contract requires or will require a continuing monthly payment to Carolina Power & Light Company by each residential customer for street lighting service.

10. **TERM AND MODIFICATION:** These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until May, 2010, and will be extended for successive periods of ten (10) years each, but after May 1, 2010, said covenants and restrictions herein listed may be waived or released by a majority of the then lot owners.

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11. **EFFECT OF INVALIDATION:** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants herein which shall remain in full force and effect.

12. **AUTHORITY FOR ACTION:** If the parties hereto, or any of them or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person, or persons, owning any real property in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting any such covenant and either to prevent him from so doing or to recover damages or other dues for such violation.

13. **STREET LIGHTS:** Each lot owner, by the acceptance of a deed subject to this set of restrictions agrees that Carolina Power & Light Company can charge each lot a prorata share of the street lighting along with said lot owners private electric bill. At the present time the monthly fees for street lighting will be approximately \$2.50-\$3.50.

IN TESTIMONY WHEREOF, the said Declarant, Grifton W.

Jones Builder, Inc. has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors and L & B Associates, a Partnership, has caused this instrument to be executed by its Partners, this the 1st day of June, 1990.

GRIFTON W. JONES BUILDER, INC.

By: [Signature]
President



[Signature]
Secretary

L & B ASSOCIATES (SEAL)

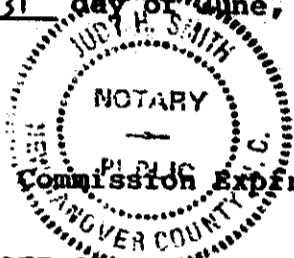
By: [Signature] (SEAL)
David W. Lumsden, Partner

By: [Signature] (SEAL)
~~Leroy Beasley, Jr., Partner~~

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public of the County and State aforesaid certify that Joann P. Jones personally came before me this day and acknowledged that he/she is Secretary of GRIFTON W. JONES BUILDER, INC., a North Carolina corporation, 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 its corporate seal and attested by him/her as its Secretary.

WITNESS my hand and official stamp and seal, this the 1st day of June, 1990.



Judy H. Smith
Notary Public

STATE OF NORTH CAROLINA :
COUNTY OF NEW HANOVER :

I, Judy H. Smith, a Notary Public in and for the State and County aforesaid, do hereby certify that David W. Lumsden and ~~Heroy Beasley, Jr.~~ Partners in L & B Associates, personally appeared before me this date, and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 1st day of June, 1990.



Judy H. Smith
Notary Public

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

Judy H. Smith
Notary (Notaries) Public is/are certified to be correct.

This the 1 day of June 19 90
Rebecca P. Tucker, Register of Deeds

By M. A. Oate
Deputy/Assistant