

BOOK PAGE
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RECORDED AND VERIFIED
REBECCA P. TUCKER
REGISTER OF DEEDS
NEW HANOVER CO. NC

Nov 30 4 46 PM '83

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS
COVERING SECTION 1
WINDSOR ESTATES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned who are the Owners and Developers of that certain subdivision in Masonboro Township, New Hanover County, North Carolina, known as Section 1 of Windsor Estates, as shown on map or plat prepared by Jack G. Stocks, Registered Land Surveyor, which is soon to be recorded in the New Hanover County Registry, said Section 1 containing Lots 1 through 5 and Lots 28-34 of said subdivision, same being the eastern portion of the property purchased from Lucy Cochran as described in a deed recorded in Book 1223 at Page 404 of the New Hanover County Registry, 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 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. RESIDENTIAL USE ONLY: 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. DWELLING ON LOT: 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 three 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 guest, members of the family or servants, and the construction or maintenance of so-called "garage apartments" on any lots is expressly prohibited.

3. SIZE OF DWELLING - PLANS APPROVED: No dwelling shall be constructed or permitted to remain on any lot the square footage of which, excluding porches, garage areas and carport areas, shall be less than 2,000 square feet with said square footage to be computed by measuring from the exterior walls of said dwelling. The plans for all dwellings and structures incidental to the use of the lots in this subdivision shall be approved by the undersigned, their nominees, heirs or assigns. Provided, however, that the plans are submitted for approval to any one of the undersigned, and after a period of ten days from the delivery thereof, the person or corporation so delivering 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.

RETURNED TO

L. J. Allen

4. SETBACK REQUIREMENT: No building or structure of any kind shall be located on any lot nearer than 60 feet from the front or 15 feet from any side street line. If the owner of two or more adjoining lots shall elect to use them for one dwelling, 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, the measurements shall be from the base or ground level of the building or structure, and neither the overhand 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 for themselves the right, by and with the mutual consent, in writing of the owner or owners at such times of the lot or lots affected thereby, to change such restrictions accordingly; provided, however, that such change shall not exceed 10% of the marginal requirements of the building line restrictions existing as to such lot.

5. RIGHT OF WAY RESERVED: The undersigned reserve for themselves, their heirs, 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, cable television or other utilities including water and sewer service.

6. FENCES: No fence or other obstruction shall extend nearer the street than the front setback line of the main dwelling constructed on the lot.

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

8. NO NUISANCE THROUGH COMMERCIAL ACTIVITY OR MAINTAINING JUNK CARS: No commercial trade, or activity shall be carried on upon any lot, nor shall 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 TEMPORARY STRUCTURE: No structure of a temporary character, trailer, mobile home, tent, shack, garage apartment, garage, 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. MAINTENANCE: 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 LIVESTOCK, ETC.: 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 purposes and 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. 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 \$2.00. This shall include plaza lighting if installed and if the power company is able to divide the billing for that service.

13. NATIVE GROWTH: The native growth on the lots such as trees, bushes, shrubs, or other vegetation shall not be permitted to be destroyed, removed, installed, or planted from or on any plot without prior written approval of the developer, based on a site plan, landscaping plan, or planting plan. This shall be particularly true with regard to oak trees which are encouraged to remain in their present condition on all lots.

14. PRIVATE ROADS AND PLAZA - MAINTENANCE: All roads and streets in the subdivision (including all sections of Windsor Estates whether now recorded or subsequently recorded) are dedicated for the private use of the owners of individual lots in the Subdivision as are certain areas to be designated as Plaza, easements for subdivision signs, and the like. Each owner of any lot covenants by the acceptance of a deed therefore, whether or not it shall be so expressed in such deed to agree to pay to the Homeowners Association: (1) Annual assessments or charges and (2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The Homeowners Association shall be composed of all lot owners. There shall be one vote for each lot. The Association shall be non-profit and shall adopt by-laws and elect officers and its main concern shall be the maintenance of the streets and the care, beautification, and preservation of plazas, entrance signs, and other areas for the mutual benefit of all of the lot owners.

Any assessments made by the Homeowners Association shall be made by a two-thirds vote and such assessments, whether annual or special, shall be a continuing lien upon the property against which each assessment is made and shall also be the personal obligation of the person who is the owner of the property at the time when the assessment fell due.

Any assessment not paid within thirty days shall bear interest at ten (10%) percent per annum. The Homeowners Association may bring an action at law against the owner or owners and may assert and foreclose a lien upon the property.

15. DWELLING STARTED OR RIGHT TO REPURCHASE: A dwelling must be commenced on any lot within one year of the date of recordation of the deed for said lot or the developers shall have the right to repurchase said lot for the same purchase price that said lot had been sold for earlier. If said lot is not repurchased or an action begun for the repurchase of said lot within six months from the time that the developers had a right to repurchase, then said right to repurchase shall be deemed to be waived by the developers or their successors.

16. DISPOSAL OF GARBAGE, TRASH, ETC.: 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.

17. NO DIVISION OF LOTS: No lot as shown on the maps of the subdivision above referred to shall be resubdivided unless each part of the subdivided lot becomes a part of another whole lot.

18. SIGNS: No sign boards of any description shall be placed on or displayed on any residential lot except signs "For Rent" or "For Sale".

19. MODIFICATION OF RESTRICTIVE COVENANTS: 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 the undersigned, their heirs, successors or assigns and by the owners of not less than fifty-five (55%) 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, 2018, at which time they shall become void and of no effect.

20. EFFECT OF INVALIDATION: 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.

21. AUTHORITY FOR ACTION: 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 TESTIMONY WHEREOF, the undersigned developers, have hereunto set their hands and seals, this the 30th day of November, 1983.

David W. Lumsden (SEAL)
David W. Lumsden

Mitchell S. Lumsden (SEAL)
Mitchell S. Lumsden

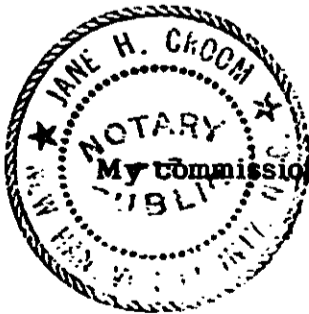
Leroy Beasley Sr. (SEAL)
Leroy Beasley Sr.

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 DAVID W. LUMSDEN and wife, MITCHELL S. LUMSDEN, personally appeared before me this date, and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 30th day of November, 1983.



Jane H. Croon
Notary Public

10-1-83

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Jane H. Croom, a Notary Public in and for the State and County aforesaid, do hereby certify that LEROY BEASLEY, JR., Unmarried personally appeared before me this date, and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 30th day of November, 1983.

Jane H. Croom
Notary Public



My commission expires: 9-1-86

STATE OF NORTH CAROLINA, New Hanover County
The Foregoing Certificate (s) of Jane H. Croom, Notary Public

This 30 day of November A.D., 19 83.

(is) certified to be correct.
Rebecca P. Tucker, Register of Deeds
By [Signature]
Deputy

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