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RECORDED AND VERIFIED  
STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

1421 1689  
DECLARATION OF RESTRICTIONS  
CHURCHILL ESTATES  
HIGH DENSITY  
SECTION 1

JUL 5 2 45 PM '88

KNOW ALL MEN BY THESE PRESENTS:

61 THAT the undersigned DEVELOPER, G & F CONSTRUCTION, INC. is the owner of that tract of real property described as CHURCHILL ESTATES HIGH DENSITY, SECTION 1, and it is the desire of the DEVELOPER to promote and establish a uniform and harmonious development of said CHURCHILL ESTATES HIGH DENSITY, SECTION 1 by restricting the use, enjoyment and development of the same;

NOW, THEREFORE, DEVELOPER does hereby declare that all of the lots of CHURCHILL ESTATES HIGH DENSITY, SECTION 1 as shown on the map thereof recorded in Map Book 28, at Page 84 of the New Hanover County Registry, as well as any improvements constructed thereon, shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared to be in furtherance of a plan for the improvement of CHURCHILL ESTATES HIGH DENSITY, SECTION 1, and shall be deemed to run with the land and shall be a burden and a benefit to the DEVELOPER, its successors and assigns, and any person or entity acquiring or owning an interest in CHURCHILL ESTATES, HIGH DENSITY SECTION 1, or any portion thereof, their Grantees, successors, assigns, devisees, heirs, executors and/or administrators.

ARTICLE I

RESTRICTIONS

1. No lot shall be put to any use other than for single-family purposes, except that DEVELOPER reserves the right to convert any of the lots shown on said map into a street right of way.

2. No improvement shall be erected, altered, placed upon, or permitted to remain on any lot other than one detached single-family dwelling with 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. The building plans for all improvements to the lots in this subdivision must be first approved by DEVELOPER. If plans are submitted for approval to an officer, nominee or successor to G & F Construction, Inc., 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 improvements, dwelling or structure is in general conformity with the other improvements, 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 street line. No building or structure of any kind shall be located on any lot nearer than ten feet from 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. Provided, that detached garages or approved storage or utility buildings may be constructed no nearer than 5 feet to the

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side or rear lines of any lot. 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, patios, decks, 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 reserves the right 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. Provided, further, that in any event, regardless of the set back and side and rear minimum requirements set forth herein, lot owners shall comply with the minimum set back, side and rear distances established by the New Hanover County Zoning and Subdivision Ordinances in effect at the time of construction of a dwelling upon his lot.

5. The DEVELOPER reserves for itself, its successors and/or assigns an easement and right at any time in the future to grant an easement or 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, cables, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service or other utilities including water and sewer service, and for drainage.

6. 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 governmental authority having jurisdiction over the same.

7. 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, an annoyance or nuisance to other lot owners. In the event yards in the subdivision are not properly maintained they may be cleaned by the DEVELOPER 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 DEVELOPER at the lot owners' expense.

8. No house trailer, mobile home, modular home, prefabricated 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, nor shall any structure of a temporary character be used as a residence.

9. Fences may be installed on any lot in the subdivision, provided the DEVELOPER shall have the right to approve the type, quality, height, and installation of any fence to be installed. No fence so approved or consented to shall be permitted nearer the front lot line than the front corners of the house to be constructed upon said lot. Provided, however, wrought iron, brick or other ornamental fences may be permitted to the front lot line of any lot, with the express written consent of the DEVELOPER.

10. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair, and in the event of destruction by fire or other casualty, premises are to be cleared and debris removed within ninety (90) days from date of such casualty.

11. No animals, other than domesticated dogs, cats or other household pets, may be kept or housed on any lot. No dogs, cats or other household pets may be kept, bred or maintained for

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any commercial purposes; nor may they be kept in such numbers or of such a nature as to be or become a nuisance to adjoining property owners or any residents of the subdivision.

12. No lot 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. Sewerage disposal for any dwelling or other building erected on any lot shall only be connecting to the Community sewerage disposal system.

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, except that DEVELOPER may subdivide any lot, so long as each portion of any such resubdivided lot meets the minimum zoning requirements for said lots established by the New Hanover County Board of Commissioners or other governmental authority having jurisdiction over the property in question.

15. No signs of any type or description shall be placed on or displayed on any residential lot except signs "For Rent" or "For Sale" which signs shall not exceed six square feet in size.

16. Water to be used for human consumption by the residents of any lot in the subdivision shall be obtained from Kings Grant Water Company. Private wells are prohibited unless approved in writing by Kings Grant Water Company..

17. To provide for the maintenance, repair and upkeep of common areas and open spaces, G & F CONSTRUCTION, INC. has formed or will form CHURCHILL ESTATES HOMEOWNERS ASSOCIATION, a non-profit corporation organized pursuant to the Non-Profit Corporation Act of the State of North Carolina.

There are no common areas or open spaces in this section of CHURCHILL ESTATES HIGH DENSITY, SECTION 1.

The By-Laws of said Association are attached hereto as Exhibit "A" and are incorporated herein by reference. Said By-Laws provide, among other things, for the collecting and the enforcement of collection of assessments for the maintenance and upkeep of common areas and open spaces in the subdivision. The owners of all lots in CHURCHILL ESTATES HIGH DENSITY, SECTION 1, upon acceptance of a deed to their lot shall automatically become a member of said Association and shall be subject to all of the terms, conditions and provisions of said Articles of Incorporation and said By-Laws.

18. Every owner of a fee simple title to a lot within the development shall be deemed to own, possess and have accepted:

(a) The membership(s) in the CHURCHILL ESTATES HOMEOWNERS ASSOCIATION appurtenant to his lot(s);

(b) An undivided equal interest with all other owners, for each membership in the Association owned, in the Association and all of its assets;

(c) An easement of enjoyment, equal to that of all other owners, in and to the common areas and open spaces, if any, subject to the right of the Association to dedicate or transfer all or any part of the common areas and open spaces, if any, for such purposes and subject to such conditions as the

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Association may determine, acting by and pursuant to the provisions of its duly enacted By-Laws;

(d) The duty of complying with and abiding by all of the provisions of these Articles, the By-Laws of the Association and the Rules and Regulations of the Association, including the payment of dues and assessments as provided in the By-Laws.

19. 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 as a whole or as to any subdivided lot or part thereof by written document executed by the owners of not less than ninety percent (90%) of the lots of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of New Hanover County, North Carolina.

20. Invalidation of any one of these covenants or portions thereof by Judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

21. Any person or entity owning any lot or lots in said subdivision shall have the right and authority to bring appropriate legal proceedings to prevent violations of or enforce these restrictions and/or to recover damages for such violation or violations.

22. DEVELOPER shall have no responsibility for maintaining any drainage easements in connection with any lot sold. All maintenance shall be the responsibility of the purchaser of a lot, his successors and/or assigns. Within the easements reserved to DEVELOPER no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of drainage channels in the easements. The easement area of the lots and all improvements to it shall be maintained by the owner of the lot except for the improvements for which a public authority or utility company is responsible.

22. The DEVELOPER reserves the right to subject the real property in the subdivision to contracts with public utility companies for the installation of utility lines, mains, poles and other equipment for the provision of utility service to the lots which may require a continuing monthly payment to such utility companies by the owners of each lot.

## ARTICLE II

### SCOPE OF RESTRICTIONS

THESE RESTRICTIONS APPLY ONLY TO SECTION 1, CHURCHILL ESTATES HIGH DENSITY, 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 AND AS DESCRIBED IN THAT DEED RECORDED IN BOOK \_\_\_\_\_, AT PAGE \_\_\_\_\_ IN SAID REGISTRY. DEVELOPER, FOR ITSELF, ITS SUCCESSORS AND/OR ASSIGNS, DECLARES THAT SECTION 1, CHURCHILL ESTATES HIGH DENSITY, IS NOT PART OF ANY OVERALL PLAN FOR THE DEVELOPMENT OF THE REAL PROPERTY DESCRIBED IN THE DEED REFERENCED 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.

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IN WITNESS WHEREOF, the DEVELOPER has caused this Declaration to be executed in its corporate name, and its seal to be hereto attached, by its duly authorized officers, all the day and year first above written.

G & F CONSTRUCTION, INC.

ATTEST:

Ann F. Grathwol  
SECRETARY  
(Attach Corporate Seal)

BY: [Signature]  
PRESIDENT

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, Susan P. Price, a Notary Public of said County and State, do hereby certify that ANN F. GRATHWOL, personally came before me this day and acknowledged that she is Secretary of G & F CONSTRUCTION, 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 herself as its Secretary.

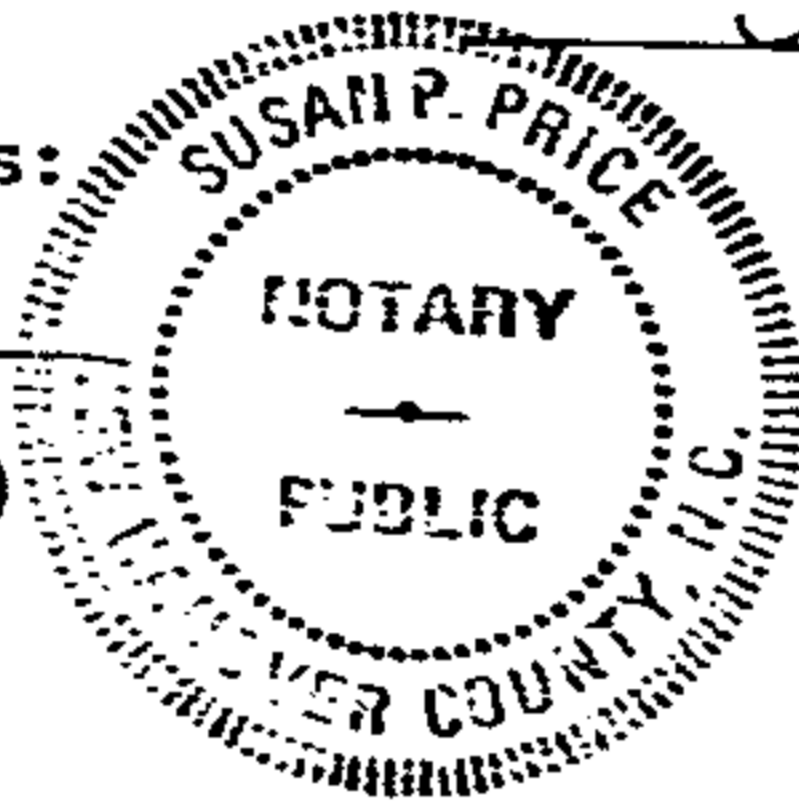
WITNESS my hand and notarial seal this 5th day of July, 1988.

Susan P. Price  
Notary Public

My Commission Expires:

11/24/91

(AFFIX NOTARIAL SEAL)



STATE OF NORTH CAROLINA

COUNTY OF New Hanover

The foregoing Certificate of Susan P. Price, a Notary Public is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

This the 5<sup>th</sup> day of July, 1988.

REBECCA P. TUCKER, Register of Deeds  
for New Hanover County, North Carolina

By: [Signature]  
Deputy/Assistant-Register of Deeds

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