

850
100

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

OCT 31 2 04 PM '83

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

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned are the owners of all of the interest and equity in that tract of land known as GLEN ARBOR, SECTION 3, and it is the desire of the undersigned, the Developers of this land to insure the use of said property for attractive residential purposes only, to prevent nuisances, to prevent the impairment and attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners:

THEREFORE, the undersigned do hereby covenant, agree and declare to and with all persons, firms or corporations now owning or hereafter acquiring any property in GLEN ARBOR, SECTION 3, that all of the lots in said subdivision as shown on a map recorded in Map Book 16 at Page 45 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. No structure shall be erected, altered, placed or permitted to remain on any such lot other than one detached single family dwelling not to exceed 2 1/2 stories in height, and a private garage for not more than three cars, and other out-buildings incidental to the residential use of the plot, including servants quarters.

38

2. DWELLING ON LOT: No dwelling shall be located on any lot nearer than 50 feet to the front line nor nearer than 15 feet to the side line. No dwelling shall be located nearer than 25 feet to the rear lot line. Unattached garages or out buildings shall be located not nearer than 75 feet to the front lot line and not nearer than 5 feet to the back and side lot lines. Measurements to determine the distances required by this restriction shall be to the main body of the house, garage or other outbuilding.

3. GARAGES AND CARPORTS: Attached garages and carports shall open from the side or rear of the residence where practical.

4. TRAILERS, ETC.: No trailer, shack, tent or barn shall be permitted in the subdivision at any time.

5. FLOOR AREA: The minimum floor area of each residents shall be 1,250 square feet, excluding porches, garages, terrace and outbuilding.

6. SUBDIVIDING OF LOTS: No lot, as shown by the official plan of this subdivision, shall be resubdivided unless each part of the subdivided lot becomes a part of another whole lot.

7. NO DELAY IN CONSTRUCTION: Once a structure is begun, it shall not be permitted to remain in excess of six months in an unfinished condition from the date of the laying of the foundation. If the entire exterior is finished, it shall satisfy the requirements of this restriction.

8. CONSTRUCTION OF RESIDENCE: The purchaser of a lot shall have three years from the time of the purchase from the Developer in which to construct a residence; otherwise, the developers may, at their option, return the price paid by the purchaser from the Developer in exchange for a deed from the owners of the lot to the Developers.

RETURNED TO *James A. McDonald*

9. NO NUISANCE THROUGH OFFENSIVE TRADE OR ACTIVITY:

No noxious or offensive trade or activity shall be carried on or maintained on 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 domesticated farm animals or fowls shall be kept on the property. In the event yards are not properly maintained, they shall be cleaned up at the owner's expense. Unsightly inoperative junk cars and like eyesores cannot be maintained on the property either prior to or after the residence has been erected.

10. SEWAGE DISPOSAL: Sewage disposal shall meet the approval and comply with the regulations of the North Carolina State Board of Health.

11. DESIGN OF BUILDINGS: The design of all buildings which shall be erected on any lot shall be subject to the approval by the Developers or their appointee or appointees. Upon written request of a lot owner for approval of plans, the Developers shall have 10 days to approve or disapprove the plans. In the event of failure to approve or disapprove the plans within the 10-day period, such approval will not be required, provided the design of the proposed building is in harmony with the existing structures in a section and constructed according to these restrictions.

12. WATER: Water to be used for human consumption shall be obtained from the community water system unless other sources are approved by the City-County Board of Health and the Developers or their appointee or appointees.

13. DRAINAGE OF LAND: It shall be the obligation of each property owner to provide, install and maintain an adequate culvert or drainage pipe beneath his or her driveway as it crosses the ditch line at the front of his or her lot in order that the natural flow of drainage will not at any time be blocked along the street and the culvert or drainage pipe must be of a size determined by the North Carolina Highway Department, but in no instance shall said drainage pipe be less than 12 inches in diameter. It is also required that said pipe be at least 18 feet in length and shall have a masonry retaining wall on either side to prevent the erosion of surrounding soil and the filling of the ditch or pipe.

14. FENCES: There shall be no fence placed on any lot beyond the front of the residence erected thereon unless said fence shall be that of an ornamental nature.

15. BUSINESS CONDUCTED FROM A RESIDENCE: It is not desired that any business shall be conducted from a residence and this shall not be permitted so long as there is any outward evidence that such is being done, such as a sign or signs, commercial vehicles parked or frequently visiting the residence, materials stacked or stored outside of the residence or a large number of automobiles parked at or near the residence.

16. MODIFICATION OF RESTRICTIONS: 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.

17. VIOLATION OF THESE RESTRICTIONS: If the parties hereto or any of them, or their heirs and assigns, shall violate or attempt to violate any of

1237 0444

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

18. 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.

IN TESTIMONY WHEREOF, the individual parties of the first part have hereunto set their hands and seals and the corporate party has caused this instrument to be executed in its corporate name by its President and attested by its Secretary, all as duly authorized by its Board of Directors, this the day and year first above written.

GREGORY MURRAY CONSTRUCTION COMPANY

By: Paul E. Gregory



Martha H. Gregory
Secretary

A. Ray Richardson (SEA)
A. Ray Richardson

Betty J. Richardson (SEA)
Betty J. Richardson

Randolph Ladd Coble, Sr. (SEA)
Randolph Ladd Coble, Sr.

Christine J. Coble (SEA)
Christine J. Coble

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Linda Bouts, a Notary Public of the County and State aforesaid, do hereby certify that Martha H. Gregory personally came before me this day and acknowledged that she is Secretary of GREGORY MURRAY CONSTRUCTION COMPANY, a North Carolina Corporation, and 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 her as its Secretary.

Witness my hand and official seal, this the 28th day of October, 1983.

Linda Bouts
Notary Public

My commission expires: October 5, 1984

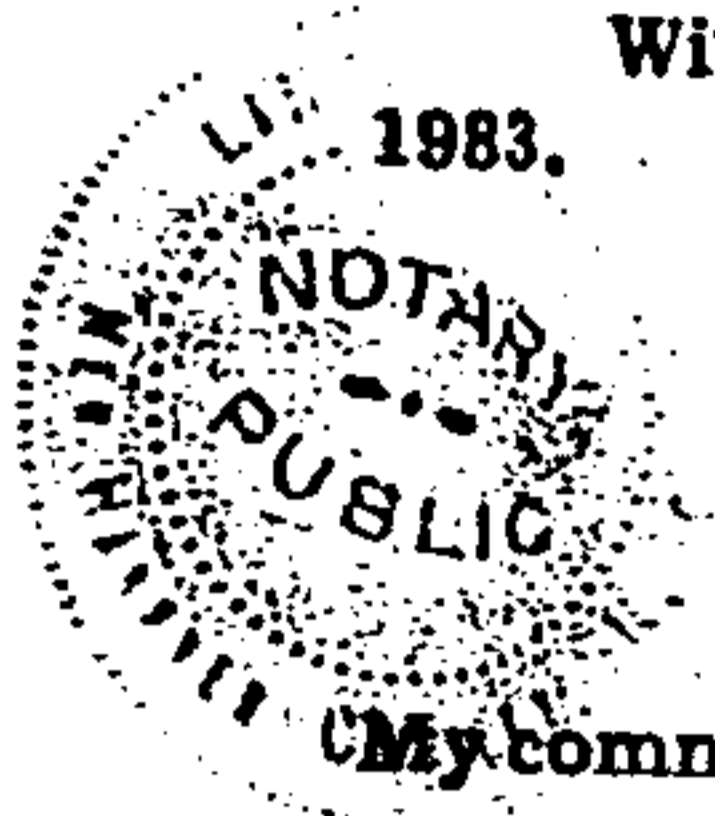


STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Linda Bruton, A Notary Public in and for the State and County aforesaid, do hereby certify that A. RAY RICHARDSON and wife, BETTY J. RICHARDSON, personally appeared before me this date, and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 25th day of October,



Linda Bruton
Notary Public

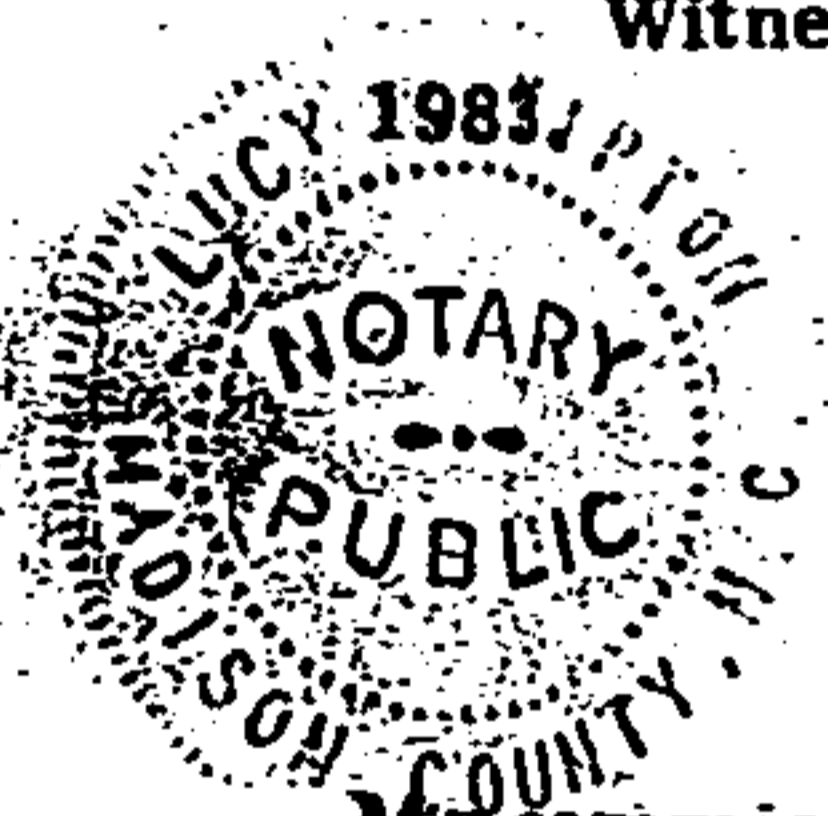
My commission expires: October 5, 1984

STATE OF NORTH CAROLINA

COUNTY OF MADISON

I, Lucy R. Tipton, a Notary Public in and for the State and County aforesaid, do hereby certify that RANDOLPH LADD COBLE, SR. and wife, CHRISTINE J. COBLE, personally appeared before me this date, and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 24 day of October,



Lucy R. Tipton
Notary Public

My commission expires: May 20, 1986

STATE OF NORTH CAROLINA, New Hanover County

The Foregoing Certificate(s) of Linda Bruton and Lucy R. Tipton
Notaries Public

This 31 day of October A.D., 19

(is)(are) certified to be correct.
Rebecca P. Tucker, Register of Deeds
By Linda M. Evans
Deputy