

6-9A

ADMITTED TO RECORD  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
FILE NO. \_\_\_\_\_

JUN 17 11 09 AM '74

BOOK 1007 PAGE 303

LOIS C LERAY  
REGISTRAR  
DECLARATION OF RESTRICTIONS  
ECHO FARMS, Map No. 2  
LOTS 45 THRU 82

STATE OF NORTH CAROLINA,  
COUNTY OF NEW HANOVER.

THIS DECLARATION, Made this the 14th day of May,  
1974, by ECHO FARMS JOINT VENTURE, a Partnership, of the City of Wilmington,  
County of New Hanover, and State of North Carolina, hereinafter referred  
to as the "Company";

W I T N E S S E T H :

THAT WHEREAS, the Company is the owner of certain property  
being described as Echo Farms, Map No. 2, Lots 45 thru 82, a map of said  
Subdivision being recorded in Map Book 15, Page 35, of the New Hanover  
County Registry; and

WHEREAS, it is the desire of the Company for itself, its  
successors and assigns, to provide for a uniform development of said  
property in order to preserve its value and to protect the property owners;

NOW, THEREFORE, Echo Farms Joint Venture for itself, its  
successors and assigns, does hereby declare that the following restric-  
tions shall apply to all lots located in the said Subdivision known as  
Echo Farms, Map No. 2, Lots No. 45 thru 82, a map of which is recorded  
in the Registry of New Hanover County in Map Book 15, at Page 35, and  
that the said restrictions hereinafter set forth shall be binding upon  
all parties claiming title to said lots under the said Echo Farms Joint  
Venture, its successors or assigns.

1. Definitions: As used in this Declaration of Restrictions,  
the following terms shall mean:

(a) The "Company" means Echo Farms Joint Venture, its suc-  
cessors and assigns.

(b) "Restrictions" shall mean the restrictions and covenants  
set forth in this Declaration of Restrictions.

2. Residential Use:

(a) All lots shall be used for residential purposes exclusively.

(b) No trailer, tent, or other structure of a temporary  
character shall be placed upon any lot at any time; provided, however,  
that this prohibition shall not apply to shelters used by the contractors  
during the construction of the main dwelling house, it being clearly  
understood that these latter temporary shelters may not at any time be  
used as residences or permitted to remain on the lot after completion  
of construction.

RETURNED TO W. T. Johnson

(c) No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within the main dwelling house or buried underground.

3. Building and Site Improvements:

(a) No building, fence, wall, bulkhead, or other structure shall be erected, placed, or altered on any residential lot, nor shall the grade or elevation or physical characteristics of any such lot or portion thereof be altered in any way whatsoever until the proposed building plans, specifications, exterior colors and finishes, site and grading plans (showing the proposed location of such building or structure, drives, parking areas and proposed alterations to the grade, elevation or physical characteristics of the site), and construction schedule shall have been approved in writing by the Company. Refusal of approval of any such plans, location, or specifications may be based by the Company upon any ground, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of the Company shall seem sufficient. Without the prior written consent of the Company, no changes or deviations in or from such plans or specifications as approved shall be made. No alterations in the exterior appearance of any building or structure or in the grade, elevation or physical characteristics of any lot or in the treatment of culverts and drainage within the street right of way shall be made without like approval by the Company.

4. Approval of Plans:

(a) No house plans will be approved unless the proposed house contains the minimum required square footage of enclosed dwelling area of 2000 square feet. The term "enclosed dwelling area" as used in these minimum-size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches and like areas. Provided, further, that shed type porches, even though attached to the house are specifically excluded from the definition of the aforesaid term "enclosed dwelling area".

(b) Since the establishment of standard inflexible building set back lines for location of houses on lots tends to force construction of houses directly behind and directly to the side of other homes with detrimental effects on privacy and preservation of important trees and other vegetation, ecological and related considerations, no specific set back lines are established by these restrictions. In order to assure, however, that the foregoing considerations are given maximum effect, the Company reserves the right to control and approve absolutely the site and location of any house or dwelling or other structure on any lot.

(c) The exterior of all houses must be completed within twelve (12) months after the construction of same has commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

(d) No structure except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling not to exceed two stories in height, unless the Company approves in writing a structure of more than two stories pursuant to Paragraphs 2(a) and 3(a) hereof.

(e) each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Company.

5. Maintenance:

(a) It shall be the responsibility of each lot owner to

prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

(b) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or thing of any sort whose normal activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

6. Signs: Without the prior written permission of the Company, no sign of any character shall be displayed except a property identification sign not exceeding a combined total of more than two square feet. Nothing herein shall be construed to prevent the Company from erecting, placing or maintaining such signs as may be deemed necessary by it for carrying out its business.

7. Miscellaneous Easements: The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releaseable easement over the rear thirty (30) feet of each lot for the purpose of cutting and maintaining drainways for surface water whenever action may appear to the Company to be necessary in order to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Company but this reservation shall not be considered an obligation of the Company to provide or maintain any such service.

8. Wells: No private water wells may be drilled or maintained on any residential lot without the prior written consent of the Company.

9. Culverts: Lot owners will utilize culverts as specially designed and designated by the developer to achieve the maximum esthetic effect.

10. Subdividing:

(a) No lot shall be subdivided or its boundary lines changed except with the prior written consent of the Company. However the Company hereby expressly reserves to itself, its successors and assigns, the right to re-plat any two or more lots shown on the plat of the subdivision in order to create a modified building lot or lots and to take such steps as are reasonably necessary to make such re-platted lots suitable and fit as a building site.

(b) No lot shall be increased in size by filling in the waters on which it abuts without the prior written approval of the Company.

11. Docks: No private docks, piers, etc. may be erected on, placed on or connected to any lot unless specifically authorized in the deed to said lot.

12. Zoning: The Company reserves unto itself the right to proceed with a plan of development as provided for in the master plan of development for the Echo Farms and Country Club complex, including the erection of condominiums, apartments and high rise structures on commercial and multi-family areas. Each lot owner acknowledges that he is cognizant of the proposed plan of development and covenants for himself, his heirs and assigns, that he will not oppose the company's plan of development or any zoning changes required to comply therewith.

13. Assessments: Future city assessments for curb, gutter, road improvements, etc. (if any) after initial development will be the responsibility of each individual lot owner. Each lot owner for himself, his heirs or assigns, acknowledges the responsibility on his part to reimburse the developer for his lot's pro-rata portion of utility connection charges

paid in advance by the developer to the city. For the purpose of computing this charge, the amount as computed by the project engineer will be official.

14. Nature Preserve: Any property in this development designated as a nature preserve is hereby dedicated by the developer for the use, enjoyment and benefit of lot owners in the subdivision. However, only paddle boats and boats with electric motors will be allowed in the creeks and canals which flow through the nature preserve.

15. Covenants to run with the land: All covenants, restrictions, and affirmative obligations set forth in these restrictions, shall run with the land and shall be binding on all parties and persons claiming under them to specifically include but not be limited to, successors and assigns, if any of the Company.

16. Violations: In the event of a violation or breach of any of these restrictions by any lot owner or agent of such owner, the Company or owners of any other property in Echo Farms or any of them jointly or severally, shall have the right to proceed at law or equity to compel compliance to the terms hereof or to prevent the violation or breach.

17. Invalidation: The invalidation by any court, agency or legislation of any provision of these restrictions shall, in no way, affect any of the other provisions of these restrictions, but they shall remain in full force and effect.

18. Modifications: The Company specifically reserves the right to amend, or change any part or all of the restrictions, covenants and conditions herein set out by the filing in the Office of the Register of Deeds of New Hanover County, a Declaration of Amended Restrictive Covenants, which such amendments, modifications or additions to the restrictive covenants contained in this declaration shall be made applicable to the conveyance of lots made subsequent to the recording of such declaration of amended restrictive covenants.

IN WITNESS WHEREOF, Echo Farms Development Corporation and Wilmington Homes, Inc., being all of the partners of Echo Farms Joint Venture, do hereby execute and acknowledge this instrument, all the day and year first hereinabove written.



T. Clack  
Secretary

(CORPORATE SEAL)

ECHO FARMS JOINT VENTURE (SEAL)

BY: ECHO FARMS DEVELOPMENT CORPORATION  
BY: Hugh Machie  
Partner  
President



Thomas M. ...  
Asst. Secretary

(CORPORATE SEAL)

BY: WILMINGTON HOMES, INC., Partner

BY: Thomas M. ...  
Vice-President

COUNTY OF NEW HANOVER.

I, Mark B. ..., a Notary Public in and for the said County and State, hereby certify that ... personally came before me this day and acknowledged that ... is Secretary of ECHO FARMS DEVELOPMENT CORPORATION, a corporation, and partner of ECHO FARMS JOINT VENTURE, and that by authority duly

given and as the act of the corporation, the foregoing instrument was duly signed in its name by its President, sealed with its corporate seal, and attested by William J. [unclear] as its Secretary.

WITNESS my hand and notarial seal, this the 13th day of May, 1974.

Mable B. Randall  
NOTARY PUBLIC



My commission expires: November 29, 1978

STATE OF MARYLAND,  
COUNTY OF HOWARD BALTIMORE.

I, Kathleen P. Howser, a Notary Public in and for the said ~~County~~ and State, hereby certify that Thomas F. IRETON personally came before me this day and acknowledged that he is one of the Assistant Secretaries of WILMINGTON HOMES, INC., a corporation, and partner of ECHO FARMS JOINT VENTURE, and that by authority duly given and as the act of the corporation, the foregoing instrument was duly signed in its name by one of its Vice-Presidents, sealed with its corporate seal, and attested by him as one of its Assistant Secretaries.

WITNESS my hand and notarial seal, this the 5th day of JUNE, 1974.

Kathleen P. Howser  
NOTARY PUBLIC



My commission expires: 6/1/74

STATE OF NORTH CAROLINA,  
COUNTY OF NEW HANOVER.

The foregoing certificates of Mable B. Randall and Kathleen P. Howser, Notaries Public are hereby certified to be correct.

THIS 17th day of June, 1974.

Lois C. LeRav  
REGISTER OF DEEDS

(PREPARED BY HOGUE, HILL, JONES,

WASH & LYNCH, Attys.)

Lois C. LeRav  
William J. [unclear]

Received and Recorded  
June 17, 1974 11:09A M.

Lois C. LeRav  
Register of Deeds