

ADDISON HEWLETT, GUARDIAN : STATE OF NORTH CAROLINA
 FOR DANIEL WEBSTER TRASK : County of New Hanover Declaration of Restrictions
 WEAVER ACRES, SUBDIVISION -Sec. 1 :
 RESTRICTIONS :

KNOW ALL MEN BY THESE PRESENTS, that Daniel Webster Trask, a minor, by Addison Hewlett, Jr, Guardian, being duly authorized by the Superior Court of New Hanover County, North Carolina, who is the owner of all of the lots in that certain subdivision in Harnett Township, New Hanover County, North Carolina, known as Weaver Acres Subdivision, Section 1, as the same is shown on a certain map or plat of said subdivision prepared by Howard M. Loughlin, Registered Land Surveyor, which is recorded in Map book 7, at page 44, in the New Hanover County Registry, do hereby covenant and agree to and with each other and with all persons, firms or corporations hereafter owning or acquiring any of the above mentioned lots, that the use of all of said 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. The lots in this subdivision shall be used for residential purposes only and no dwelling shall be erected on any residential plot other than one detached single family dwelling not to exceed two and one-half stories in height and a one or two car garage.

2. No building shall be erected nearer the front street line than sixty feet on any residential lot in this subdivision and no building shall be erected nearer an adjacent property line than ten (10) feet.

3. No lot as shown by the official plan of the above lots shall be re-subdivided unless such part of the subdivided lot becomes a part of a whole lot and remainder of the subdivided lot becomes a part of another whole lot, except that any corner lot and adjoining lot that forms a square of 200 feet x 200 feet may be divided so that said lots may face either street and that both lots shall contain a minimum area of 20,000 square feet. Any such division shall be upon written request for approval of said division and must be approved or disapproved as outlined in Section 5 of said restrictions.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence.

5. The design of all buildings which shall be erected or moved onto any lot will be subject to the approval by the developer or its attorney-in-fact or a committee appointed by the developer or its attorney-in-fact. Upon written request by a lot owner for approval of plans, the developer or said committee shall have ten (10) days to approve or disapprove the plans. In the event of failure to approve or disapprove within the ten days, such approval will not be required, provided the design of the proposed building is in harmony with existing structures in the section. In any case, with or without approval, no dwelling shall be constructed on any lot in the development with an interior area of less than 850 square feet living space, not include garage; provided that in cases in which the interior floor space falls below the minimum set out above but in which there is additional porch space and a garage under the main roof of the house, the developer or the approval committee may, at its option, approve the construction of the dwelling as long as it is in conformity with the general development of the subdivision. All dwellings must be of wood, brick, brick veneer, asbestos shingle siding, concrete concrete blocks, tile and stucco or concrete and stucco structure, and all architectural designs appropriate to the subdivision. Garages on dwelling lot must be constructed of the same materials as specified for the dwelling.

It is the expressed intention of the developers to maintain in this section a uniform plan of development with respect to design, size, type, cost and general appearance of the structures to be erected on the lots therein.

6. These covenants and restrictions are to run with the land and shall be binding on all parties or persons claiming under them until July 1, 1981, after which time all covenants and restrictions herein listed may be waived or released.

7. That until such time as municipal sewerage is available sewer disposal shall only be by septic tank to meet the approval of the North Carolina State Board of Health.

8. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute in a proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

9. Invalidation of any one of these covenants by Judgment or Court order shall in no wise affect any of the other provisions which will remain in full force and effect.

In WITNESS WHEREOF, the party hereto does hereby set his hand and seal, this the 14 day of August 1964

Daniel Webster Trask
 By -Addison Hewlett, Jr (seal)
 Guardian

STATE OF NORTH CAROLINA
 COUNTY OF NEW HANOVER

I, Eva C. Walker, a Notary Public in and for the County and State aforesaid, do hereby certify that Addison Hewlett, Jr., Guardian for Daniel Webster Trask, a minor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and seal, this 14 day of August, 1964

Eva C. Walker
 Notary Public

(notarial seal)
 My commission expires: 6-30-65

STATE OF NORTH CAROLINA
 NEW HANOVER COUNTY

THE FOREGOING certificate of Eva C. Walker, notary public of New Hanover County, is adjudged to be correct. Let the instrument with the certificate be recorded. Drawn by Addison Hewlett, Jr.