

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

BOOK 287 PAGE 1249

THIS AGREEMENT OF DECLARATION, made and entered into this the 21 day of March, 1973, by and between BENNIE G. LUDLUM and wife, FRANCES M. LUDLUM and W. A. ROACH and wife, CATHERINE E. ROACH, parties of the first part; and any person, firm or corporation hereafter acquiring title to or any interest in the property hereinafter described, parties of the second part.

W I T N E S S E T H :

THAT WHEREAS, the parties of the first part are the owners of a tract of land lying and being in Lockwood Folly Township, Brunswick County, North Carolina, which is described in a Deed recorded in the Office of the Register of Deeds of Brunswick County in Book 283 at Page 877; and

WHEREAS, the parties of the first part are planning and developing a subdivision; and

WHEREAS, to insure high standards and orderly development of residential properties in this development, they wish to impose on all of this property which they have subdivided and called "Greenwood Acres," which is shown on a map recorded in the Office of the Register of Deeds of Brunswick County in Map Book 11 at Page 85, a uniform set of restrictions.

NOW, THEREFORE, for and in consideration of the premises and of a future purchase of any of the property, described in a Deed recorded in the Office of the Register of Deeds of Brunswick County in Book 283 at Page 877, by any person, firm or corporation, the parties of the first part do herein state, declare and agree that the conveyance of lots from this property shall be made subject to the following restrictions, obligations, and covenants whether or not the same are referenced in any Deeds of conveyance by the parties of the first part:

- 1.. The expression "Managing Group" as herein used shall be construed to mean Owners of Greenwood Acres, their heirs and assigns, or any agent designated by them.

2. No lot shall be used except for family residential or recreational purposes. No lot shall be used for commercial purposes without express written permission from the managing group.

3. No lot or lots shall be divided or subdivided, nor shall any portion or any less than the whole of any one lot be sold or conveyed except that a lot may be subdivided into two portions and conveyed to the owners of the adjoining lots on either side as to become parts thereof; provided, however, that the property thus combined shall be considered as one lot for the purpose of these covenants.

4. No more than one residential building shall be erected on any one lot. No building or other structure shall be erected or altered on any lot until the building plans or alteration plans shall have been approved by the managing group.

5. The managing group must approve the locations of wells and septic tanks on all lots. No outside toilet facilities may be constructed or utilized. All sanitary facilities must be constructed in accordance with generally recognized good standards for health.

6. No residential building of less than 850 square feet, exclusive of porches, shall be constructed on any lot. Once construction of a building is begun, the exterior must be completed within 12 months.

7. Each lot owner shall at all times maintain his lot in a well-kept condition. In the event that any lot is maintained in violation of the above requirements, the managing group reserves the right after five days written notice to lot owner, to enter and correct such conditions and charge same to lot owner. Not to exceed \$20.00 for any one year.

8. No stale garbage, or any other condition conducive to the breeding of flies and rodents, or otherwise prejudicial to health or well-being of the lot owners, shall be permitted to continue on any lot.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or any annoyance to the neighboring lot owners.

10. In the event that the owner of any lot, or his heirs or assigns, shall violate, or attempt to violate, any of these covenants, then the managing group is empowered to bring any proceeding at law or in equity against the lot owner to prevent him from so doing, or to recover damages for such violations.

11. Any one or more of these covenants can be altered, modified, cancelled, or changed as follows, to wit:

The managing group, at any time, may give written notice to each and every lot owner, of the time and place of a meeting at which the proposed change shall be considered; if fifty per cent or more of the lot owners present and voting at such meeting shall vote in favor of the change, the change shall thereupon be considered as approved.

12. Invalidation of any one of these covenants by court decree, or any other means, shall in no way affect any of the covenants, but they shall remain in full force and effect.

13. No building shall be placed or erected nearer than 5 feet to the side property line or nearer than 25 feet from the street right of way line on which the building or approved house trailer is facing. All such buildings shall be so placed on the lots as to conform with the minimum set-back line as herein described and to conform with other structures on adjoining lots.

14. No bus bodies, shacks, or trailers, or like structures shall be allowed on any lot.

15. These covenants shall be construed as restrictive covenants "running with the land" and "binding on all persons or parties claiming under them," and shall continue in effect until they shall be terminated by a declaration of termination executed by the managing group and 50 per cent of the then owners of the lots to which they apply.

IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands and seals, the day and year first above written.

Bernie E. Ludlum (SEAL)

Frank M. Ludlum (SEAL)

W. A. Roach (SEAL)

Carlson to Roach (SEAL)

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COUNTY OF BRUNSWICK

I, David Bowers, NOTARY PUBLIC,

do hereby certify that BENNIE G. LUDLUM and wife, FRANCES M. LUDLUM AND W. A. ROACH and wife, CATHERINE E. ROACH, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein set forth.

Witness my hand and notarial seal, this 21st day of March, 1973

David Bowers
NOTARY PUBLIC

My commission expires:

June 1, 1976

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

The foregoing certificate of David Bowers, is certified to be correct. Presented for registration and recorded in this Office in Book 287 at Page 1249.

This 21 day of Mar., 1973, at 2:07 o'clock, p. M.

A. W. Knox
REGISTER OF DEEDS

A. W. KNOX
REGISTER OF DEEDS