

Restrictive Covenants For Wildwood Village

1. The lots in Phase Two shall be used exclusively for single family residential dwellings. This shall consist of individual site built homes or modular stick built homes. The homes in Phase Two must contain a minimum of 1,300 square feet of heated floor space, exclusive of porches, garages and decks. In all two story structures, the first story shall contain a minimum of at least 1,000 square feet. If home is not at least 1,600 square feet, a two car garage is required.
2. Grantor or Grantor's lawful successors or assigns must approve plans for individual site built homes or modular stick built homes prior to commencement of construction. Modular homes must be approved prior to placement on any lot. Homes must be completed within 12 months from date permit was issued.
3. No dwelling or residence shall be erected on any lot which has an exterior finish of concrete block, cinder block or other similar masonry block, unless said exterior shall be stuccoed, faced with brick or otherwise faced so as to conceal the same.
4. Except as herein permitted, no temporary house, trailer, tent, garage or structure of any kind shall be placed or erected on any lot, except as needed for construction and such temporary building shall be promptly removed after construction has been completed. No dwelling shall be occupied until it is fully completed.
5. Water pump houses shall be attached to residences unless another location is approved by Grantor. Clothes lines or drying yards shall be located in rear of home. Swimming pools, hot tubs, television dish antennas, ground antennas, and similar items are to be located in rear of home. On corner lots they must be located 25' from side street. Antennas no more than 10' above peak of house.
6. All lots shall be kept in a clean and sanitary condition. No stripped, partially wrecked or junk motor vehicles, or parts thereof or anything of any sort tending to cause embarrassment, discomfort, annoyance or nuisance will be allowed to remain on any lot. Skate board ramps are not allowed. Sodding grass must be installed in front yard area from pavement to front corners of home before home is occupied. At least 15 individual plants, shrubs or trees must be planted before home is occupied.
7. No livestock, fowl or animal of any kind except two dogs or two cats may be kept on any lot. Upon complaint of any lot owner, Grantor at Grantor's discretion may limit or prohibit the keeping or harboring of any or all animals permitted hereunder. No outside kennels will be permitted and owners shall keep pets properly restrained at all times.
8. Lot may be used for residential purposes only, and no trade or commercial activities shall be carried on or upon any lot except model homes.
9. Adequate off street parking shall be provided by each lot owner for the parking of automobiles or other vehicles. No automobiles, travel trailers, mobile homes, campers, buses, trucks, boats trailers or vehicles of any kind shall be kept, stored or parked overnight on any street.
10. There shall be no access to or through any lot on the perimeter of the subdivision except from designated roads within the subdivision unless approved by Grantor.
11. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted on any part of lot nor shall minerals, oil, natural gas, petroleum, or products of any kind be produced, mined or extracted from the premises.
12. No lot shall be subdivided or reduced in size without prior consent of Grantor.

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13. Set backs are to city code.

14. The following covenants are intended to ensure ongoing compliance with state stormwater management permit number SW8990631 as issued by the Division of Water Quality. These covenants may not be changed or deleted without the consent of the State. No more than 3700 square feet of any lot shall be covered by structures or impervious materials. Impervious materials include asphalt, gravel, concrete, brick, stone, slate or similar material but do not include wood decking or the water surface of swimming pools. Swales shall not be filled in, piped, or altered except as necessary to provide driveway crossings. Built-upon area in excess of the permitted amount requires a state stormwater management permit modification prior to construction. All permitted runoff from outparcels or future development shall be directed into the permitted stormwater control system. These connections to the stormwater system shall be performed in a matter that maintains the integrity and performance of the system as permitted.

15.. Lot owner shall be responsible for installing and maintaining a driveway tile when driveways serving lots connect with streets in the subdivision for draining purposes. Grantor reserves the right to approve the location of driveway tiles and the type of tile utilized will be 15" round, galvanized or 15" PVC.

16. All driveways must be concrete or paved with asphalt and extend from pavement to home before home is occupied.

17.. Nothing shall be placed over, under, above or through a strip of land 7.5 feet in width along each side lot line and 15 feet in width along each front and rear lot line as this shall be reserved exclusively for utility and drainage purposes. Grantor reserves an easement and right of ingress and egress over, upon and across each lot for installations and maintenance of utilities and drainage facilities.

18. All streets or easements within Phase Two will belong to the Town of Shallotte including water and sewer, police and fire protection. The road right-of-way may be beautified by Grantor by planting of trees, shrubbery, etc., at the entrance or along the road right-of-ways, so long as same does not in any way interfere with the utilization of said streets for the purpose intended. This does not, however, impose an obligation upon the Grantor for the continued maintenance of the same.

19. In the event of a violation or breach of any of these restrictions by any property owner, agent or agent for such owner, the owners of the lots in the subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the breach of any event. In addition to the foregoing, the Grantor and Grantor's successors and assigns, shall have the right, whenever there shall have built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner if after 30 days written notice of such violation it shall not have been corrected by the owners. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this declaration, however long continued, shall not be deemed a waiver of the rights to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect it's enforcement. Should the Grantor employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for the Grantor's counsel shall be paid by owner of such

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lot or lots in breach thereof.

20. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the remaining provisions. The remaining covenants shall continue unimpaired and be in full force and effect.

21. Grantor reserves the right to amend these conditions, covenants and restrictions as to any unsold lots at any time and to bring any number of additional phases under the terms thereof by filing an amendment hereto, which amendment shall be ex parte and require no other consent or approval.

22. Grantor herein shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than Grantor.

23. Lot owner shall be responsible for installing utility lines underground from street to home.

Types of fences that will be approved by Grantor:

Type 1 Chain link with chain link metal poles and accessories

Location: Anywhere inside rear corners of home, straight out to side lot lines and to rear of lot.

Type 2 Split Rail Wood
Vinyl Split Rail

Type 3 Brick
Vinyl

Location: Rear
Sides
Front

Height No more than 6 ft

Exception If you own a corner lot you must keep chain link fence 15 ft. from side street.

24. Grantor contemplates that upon completion of the subdivision and any additional property brought hereunder, that the owners of the lots in the subdivision may want to form a homeowners association. The property owners association, once formed, shall have the right to enforce the restrictions and conditions contained in this Declaration and further shall have the right to impose an assessment on an annual basis against each and every lot within the subdivision for the purpose of maintaining the subdivision entrance and streets and roads within the subdivision.. The homeowners association shall be organized under the laws of the State of North Carolina, and each property owner shall automatically become a member of the association once it is formed, with full voting rights. Each purchaser by accepting the deed to a lot in the subdivision agrees that upon 85 percent of the lot owners in the subdivision and any additional property hereunder voting in favor of creating a homeowners association, said owner shall be a member of said association and abide by it's rules and regulations. This shall not impose upon the Grantor the obligation to form any homeowners association but allows the individual lot owners the right to do so is they desire.

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25. Storage building is allowed in rear of home and can be no larger than 16' x 20'. The exterior of the storage building should match the exterior of the home.

26. Green areas, lakes and walking trails as shown on PhaseTwo map can be used by any property owner and members of his/her household as long as they do not litter or damage property. Lakes can only be accessed from green area. Grantor will not be responsible for any bodily injury or property damage that occurs in these areas. Developer will maintain these areas until 85% of the lots in subdivision have been sold, then maintenance will be the responsibility of the property owners association.