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

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

JUN 17 3 44 PM '88  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
BAYVIEW SUBDIVISION

98 THIS DECLARATION, made this 17th day of June, 1988, by Davenport Properties Corporation, a North Carolina corporation of Wilmington, New Hanover County, North Carolina (hereinafter referred to as the "Developer").

WITNESSETH:

THAT WHEREAS, the said Developer has placed on record in the New Hanover County Registry, a map showing the area designated as Bayview, said area lying and being in Harnett Township, County of New Hanover, State of North Carolina; and

WHEREAS, it is the desire of the Developer for itself, its successors and assigns, to declare the following restrictions which shall apply to all lots located in said Bayview, a map of which has been duly recorded in the New Hanover County Registry; and the restrictions shall be binding on all parties claiming title to any lot or lots in Bayview, under the said Developer:

1. All lots shall be used only for residential purposes.
2. No residence shall be constructed on any lot smaller than 1,650 square feet of heated floor space, which shall be exclusive of porches, steps, walks, breezeways, carports, garages, etc.
3. No more than one residence shall be erected on each lot.
4. No part of any building erected on a lot shall be nearer than 15 feet to the side boundary line of said lot nor nearer than fifty feet to the front property line of the said lot, except that the front property line setback for lot 12 shall be a minimum of 30 feet. Provided, however, if the owner of two or more lots shall elect to use them for one residence, the boundary line between the lots so used shall be regarded as non-existing for the purpose of determining the setback of the residence.
5. No outside toilets or privies shall be maintained upon any lot.
6. No house trailer, tent, shack or temporary structure shall be located on any lot or used at any time as a residence, nor shall any building or structure of temporary nature be permitted on any lot.
7. 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 the remainder of the subdivided lot becomes a part of another whole lot.

Draftsman: DAVID C. BAREFOOT  
BURNLEY, BURNLEY, BAREFOOT & BAIN  
110 North Fifth Avenue/Post Office Box 89  
Wilmington, North Carolina 28402

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8. The design, color and exterior materials of all buildings which shall be erected on any lot will be subject to the approval of the Developer or the agents for the Developer. No structures may be moved onto or placed on a lot from another location, or constructed off-site and moved onto a lot. All structures located on any lot must be constructed on that lot.

9. Sewage disposal shall be by septic tank to meet the approval of the North Carolina Board of Health, until municipal sewage is available, at which time all lots will be required to tie in to the New Hanover County sewer system.

10. All service utilities, fuel tanks, clothes lines, wood piles and trash and garbage accumulations are to be enclosed within a fence, wall or plant screen of a type and size approved by the Developer, so as to preclude the same from causing an unsightly view from any highway, street or way within the subdivision, or from any other residence within the subdivision. All mail and newspaper boxes shall be uniform in design. Design for mail and newspaper boxes shall be furnished by Developer.

11. These restrictions are subject to being altered, modified, cancelled or changed at any time, as to the property as a whole, or as to any subdivided lot or part thereof, by written documents executed by the Developer and by the owners of not less than sixty (60%) percent of the lots shown on the map of Bayview, recorded in the Office of the Register of Deeds of New Hanover County, North Carolina.

12. The Developer reserves the right to subject the real property in Bayview, to a contract with Carolina Power & Light Company for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to Carolina Power & Light Company by the owner of each building.

13. If the parties hereto, or any of them or their heirs or assigns, or any other person, shall violate any of the covenants herein, it shall be lawful for any other person, or persons, owning any real property situate in said subdivision to prosecute any 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.

14. No structure shall be constructed, nor any earth disturbed in areas classified as wetlands without first obtaining necessary permits from the Corp. of Engineers.

15. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other covenants herein which shall remain in full force and effect.

16. These covenants shall be construed as covenants running with the land and shall be binding on all parties and all persons claiming under the grantors until June 1, 2008, at which time these covenants shall be automatically extended for successive periods of ten (10) years each unless by vote of the record owners of a majority of lots in said Bayview it is agreed to change said covenants in whole or in part.

IN WITNESS WHEREOF, DAVENPORT PROPERTIES CORPORATION, has caused this instrument to be signed in its corporate name by its President, attested by its Assistant Secretary, and its corporate seal hereto affixed, all the day and year first above written.

DAVENPORT PROPERTIES CORPORATION

By: [Signature]  
STEPHEN H. DAVENPORT, JR., President

[Signature]  
Assistant Secretary  
(CORPORATE SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Linda C. Miller, a Notary Public in and for the aforesaid County and State do hereby certify that KAREN W. HARMON personally appeared before me this day and acknowledged that she is the Assistant Secretary of DAVENPORT PROPERTIES CORPORATION, a North Carolina corporation, and that by authority duly given and as the act of the said corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Assistant Secretary.

WITNESS my hand and notarial seal, this the 17 day of June, 1988.

Notary Commission Expires: January 10, 1993  
(NOTARY SEAL)  
NEW HANOVER COUNTY

[Signature]  
Notary Public

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

The foregoing certificate of Linda C. Miller,  
Notary Public is certified to be correct. This the 17th day of June, 1988.

REBECCA P. TUCKER  
Register of Deeds - New Hanover County

By: [Signature]  
Deputy/Assistant