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NEW HANOVER COUNTY, N.C.

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STATE OF NORTH CAROLINA : DECLARATION OF COVENANTS,  
COUNTY OF NEW HANOVER : CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made the 30th day of April, 1974, by WESTMINSTER COMPANY, a North Carolina Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Wilmington, County of New Hanover, State of North Carolina, which is more particularly described as:

Section 1 of Stonestrow as the same is shown on map recorded in Map Book 10 at Page 4 in the New Hanover County Registry, and as more fully described on the attached sheet marked "EXHIBIT A" which is to be taken as a part of this Declaration as though set out fully herein.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Stonestrow Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

The Common Area of Section 1 of STONESTHROW which is all of that area shown on map of Section 1 of STONESTHROW which is recorded in Map Book 16 at Page 4 in the New Hanover County Registry, with the exception of lots 1 thru 8 and ~~lots 9 thru 13~~ 9 thru 13 inclusive as the same are shown on said map; with the exception further of the right of way of McMillan Street as shown on said map; and excepting further the rights of ways of any streets dedicated to public use that are shown on said map. Section 1 of STONESTHROW subdivision being more fully described on the attached sheet marked "EXHIBIT A" which is to be taken as a part of this description as though fully set out herein.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to WESTMINSTER COMPANY, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The Class B member (s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or
- (b) Upon six years after the date of this Declaration.

#### ARTICLE IV

#### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. ~~The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.~~ *Each*

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of the homes situated upon the Properties or for the use and enjoyment of the Common Area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the payment of charges for water furnished and water and sewer services rendered to the Properties, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 1. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Four Hundred Twenty Dollars (\$420.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- (d) Any portion of the annual assessments fixed and levied hereunder to defray water and sewer charges shall, when collected, be segregated from the remaining annual assessment funds and shall be retained in a separate bank account until expended on the water and sewer charges. Any funds remaining in such bank account at the end of a calendar year shall be used to defray water and sewer charges for the next succeeding year.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum and the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Both annual and special assessments must be fixed at a uniform rate for all lots within the same class and may be collected on a monthly basis. All lots owned by the Class B member, which is the Declarant, shall be assessed for both annual and/or special assessments at one-half or fifty percent of the assessment for lots owned by Class A members, but such fifty percent assessment ratio shall terminate immediately upon the transfer of any lot from the Class B member to a Class A member.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors and the Board of Directors shall have the authority to require the assessments to be paid in pro-rata monthly installments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

## ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VI

## PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE VII

## EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint; repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

*State*

In the event that the need for maintenance, repair, or replacement is caused through the willful, or negligent act of the Owner, his family, guests, or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage insurance policies, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which the Lot is subject. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family townhouse dwelling not to exceed two and one-half stories in height. Any building erected, altered, placed, or permitted to remain on any Lot shall be subject to the provisions of Article V of this Declaration of Covenants, Conditions and Restrictions relating to architectural control.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Temporary Structures. No structure of a temporary character, trailer, basement, tent shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

ARTICLE IX

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE X

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property shall require the consent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at each subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. If within ten years of the date of incorporation of this Association, the Declarant shall develop additional lands within the area described in Deed Book 978 at Page 75 in the Office of the Register of Deeds of New Hanover County, North Carolina, such additional lands may be annexed to said Properties without the assent of the Class A members, provided however, the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development. If either the Federal Housing Administration or the Veterans Administration determines that the detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the development of the additional lands must have the assent of two-thirds (2/3) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. At this meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force or effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this



Section 2. If within ten years of the date of incorporation of this Association, the Declarant shall develop additional lands within the area described in Deed Book 978 at Page 75 in the Office of the Register of Deeds of New Hanover County, North Carolina, such additional lands may be annexed to said Properties without the assent of the Class A members, provided however, the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development. If either the Federal Housing Administration or the Veterans Administration determines that the detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the development of the additional lands must have the assent of two-thirds (2/3) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. At this meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

#### ARTICLE XI

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force or effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this

Declaration of Covenants, Conditions and Restrictions.

Section 5. The Association acting through its officers, agents, servants, and/or employees shall have the right of unobstructed access to all reasonable times to all properties as may be reasonably necessary to perform the exterior maintenance called for in Article VII of this Declaration.

ARTICLE XII

PARKING

Section 1. Parking Rights. Ownership of each Lot in Section 1 of Stonestrow Subdivision shall entitle the Owner or Owners thereof to the exclusive use of not more than two automobile parking spaces, which shall be as near and convenient to the Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one vehicle parking space for each dwelling.

IN WITNESS WHEREOF, WESTMINSTER COMPANY, the Declarant herein, has caused this Declaration to be signed in its corporate name by its President and attested by its Secretary and sealed with its corporate seal, all on the day and year first above written.

WESTMINSTER COMPANY

By: [Signature]  
President

[Signature]  
Secretary

STATE OF NORTH CAROLINA

COUNTY OF Guilford

I, Carolyn P. Sharpe, Notary Public in and for the State and County aforesaid, certify that Mary Jane [unclear] personally came before me this day and acknowledged that she is Assistant Secretary of WESTMINSTER COMPANY, A North Carolina Corporation with its principal office in Guilford County, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its [unclear] President, sealed with the Corporate Seal, and attested by [unclear] as its Secretary.

WITNESS my hand and Notarial Seal, this the 23 day of May, 1974.

[Signature]  
Notary Public

My commission expires: 1975

STATE OF NORTH CAROLINA  
New Hanover County  
The foregoing Certificate of Carolyn P. Sharpe,  
Notary Public  
is certified to be correct.  
This the 19 day of August, 1974  
Drawn by Calder & Stanley  
Lark C. [unclear], Register of Deeds  
By [Signature]

Doc 1012 23

"EXHIBIT A"

In the City of Wilmington in New Hanover County, North Carolina, and more particularly described as follows:

Beginning at the point of curve where of McMillan Street intersects the Northern line of the Westminster Company "Stonesthrow" tract which is also the Southern line of property of the University of North Carolina at Wilmington and running thence from said beginning point and along said dividing line South 53° 47' East 809.58 feet; thence South 16° 00' West 153.0 feet; thence South 21° 36' 45" East 324.50 feet; thence North 62° 19' 15" West 80.1 feet; thence South 67° 00' West 110.0 feet; thence South 26° 00' West 34.44 feet; thence North 63° 01' West 288.04 feet to a point in the Eastern line of McMillan Street; thence Northwardly along said Eastern line of McMillan Street as it curves to the West to a point that bears North 16° 59' 30" East 157.66 feet from the last mentioned point; continuing thence along the Eastern line of McMillan Street as it curves to the West in a Northward direction to the point of beginning which bears North 23° 22' 30" West a distance of 717.99 feet from the last mentioned point.

Received and Recorded  
August 19, 1974  
Register of Deeds

ADMITTED TO RECORD  
NOV 17 11 03 AM '75  
REGISTRY  
NEW HANOVER CO., N.C.

STATE OF NORTH CAROLINA : DECLARATION OF COVENANTS,  
COUNTY OF NEW HANOVER : CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this the 27th day of November, 1975,  
by WESTMINSTER COMPANY, A North Carolina Corporation, herein referred to  
as "DECLARANT".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City  
of Wilmington, County of New Hanover, State of North Carolina, which is  
more particularly described as:

All of Section 2 of Stonestrow as the same is shown  
on map recorded in Map Book 17 at Page 6 in the  
New Hanover County Registry.

NOW, THEREFORE, Declarant hereby declares that all of the prop-  
erties described above shall be held, sold and conveyed subject to the  
following easements, restrictions, covenants and conditions which are for  
the purpose of protecting the value and desirability of, and which shall  
run with, the real property and be binding on all parties having any right,  
title or interest in the described properties, or any part thereof, their  
heirs, successors and assigns, and shall inure to the benefit of each  
owner thereof, said easements, restrictions, covenants and conditions are  
as follows:

STANDARD - Lease & Security 102

All of Section 2 of Stonestrow as above described is hereby  
made subject to the same easements, restrictions, covenants and conditions  
covering Section 1 of Stonestrow as more fully set out in Declaration of  
Covenants, Conditions and Restrictions dated April 30, 1974 and recorded  
August 19, 1974 in Book 1012 at Page 14 in the New Hanover County Registry,  
which said Declaration of Covenants, Conditions and Restrictions is herein  
referred to and made a part of this instrument as though fully set out  
herein, BUT SUBJECT TO THE FOLLOWING MODIFICATION AND CHANGE:

1. Article I, Section 4, is modified by changing the description of the common area to the following: "The common area of Section 2 of Stonestrow is all of that area shown on map of Section 2 of Stonestrow which is recorded in Map Book 17 at Page 6 in the New Hanover County Registry, with the exception of Lots 9 through 30 inclusive, as the same are shown on the said map, which includes any area covered by the overhang of roofs or eaves, but subject to the rights of way of any streets and roads shown on said map of Section 2 above referred to."

IN WITNESS WHEREOF, WESTMINSTER COMPANY, the Declarant herein has caused this Declaration to be signed in its corporate name by its *Vice* President and attested by its *Asst.* Secretary and sealed with its corporate seal, all on the day and year first above written.

WESTMINSTER COMPANY

By: Joseph E. Thomas  
Vice President

ATTEST:  
Edward B. Hinkley III  
Asst Secretary

STATE OF NORTH CAROLINA : COUNTY OF Onslow

I, Mary H. Batten, a Notary Public in and for the State and County aforesaid, certify that Edward B. Hinkley III personally came before me this day and acknowledged that he is *Asst.* Secretary of WESTMINSTER COMPANY, A North Carolina Corporation with its principal office in Wilmington County, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its *Vice* President, sealed with the Corporate Seal, and attested by himself as its *Asst.* Secretary.

Witness my hand and Notarial Seal, this the 17 day of November, 1975.

Mary H. Batten  
Notary Public

My commission expires: August 31, 1977

DRAWN BY: CALDER AND STANLEY,  
ATTORNEYS AT LAW  
411 CHESTNUT STREET  
WILMINGTON, N. C.

STATE OF NORTH CAROLINA  
New Hanover County  
The Foregoing Certificate of \_\_\_\_\_  
\_\_\_\_\_Mary H. Batten\_\_\_\_\_  
\_\_\_\_\_Notary Public\_\_\_\_\_  
is certified to be correct.  
This the 17 day of Nov. 19 75  
Drawn By Calder & Stanley

Lois C. LeRay, Register of Deeds  
By Lois C. LeRay

Received and Recorded  
November 17, 1975 at 11:07 A.M.  
Lois C. LeRay  
Register of Deeds

STATE OF NORTH CAROLINA : DECLARATION OF COVENANTS,  
 COUNTY OF NEW HANOVER : CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this the 25th day of January, 1978, by WESTMINSTER COMPANY, A North Carolina Corporation, herein referred to as "DECLARANT".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Wilmington, County of New Hanover, State of North Carolina, which is more particularly described as:

All of Section 3 of Stonestrow as the same is shown on map recorded in Map Book 18 at Page 56 in the New Hanover County Registry.

42

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, said easements, restrictions, covenants and conditions are as follows:

All of Section 3 of Stonestrow as above described is hereby made subject to the same easements, restrictions, covenants and conditions covering Section 1 of Stonestrow as more fully set out Declaration of Covenants, Conditions and Restrictions dated April 30, 1974 and recorded August 1974 in Book 1012 at Page 14 in the New Hanover County Registry, which said Declaration of Covenants, Conditions and Restrictions is herein referred to and made a part of this instrument as though fully set out herein, BUT SUBJECT TO THE FOLLOWING MODIFICATION AND CHANGE:

1. Article I, Section 4, is modified by changing the description of the common area to the following: "The common area of Section 3 of Stonestrow is all of that area shown on map of Section 3 of Stonestrow which is recorded in Map Book 18 at Page 56 in the New Hanover County Registry, with the exception of Lots 44 through 46 inclusive and Lots 63 through 66 inclusive, as the

RETURNED TO  
 COUNTY OF NEW HANOVER

same are shown on the said map, which includes any area covered by the overhang of roofs or eaves, but subject to the rights of way of any streets and roads shown on said map of Section 3 above referred to."

IN WITNESS WHEREOF, WESTMINSTER COMPANY, the Declarant herein caused this Declaration to be signed in its corporate name by its Assistant Vice President and attested by its Assistant Secretary and sealed with its corporate seal, all on the day and year first above written.

WESTMINSTER COMPANY

By: [Signature]  
Assistant Vice President

ATTEST:  
[Signature]  
Assistant Secretary

RECORD OF POOR QUALITY DUE TO  
CONDITION OF ORIGINAL DOCUMENT  
G. S. 161-14

ADMITTED TO RECORD  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
FILE NO. \_\_\_\_\_  
JAN 26 4 24 PM '78  
LOIS C. LERAY  
REGISTER OF DEEDS  
NEW HANOVER CO., N.C.

STATE OF NORTH CAROLINA :::: COUNTY OF ONSLOW

I, Alicia M. Gomez, a Notary Public in and for the State and County aforesaid, certify that [Signature] personally came before me this day and acknowledged that he is the Assistant Secretary of WESTMINSTER COMPANY, A North Carolina Corporation with its principal office in Guilford County, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Assistant Vice President, sealed with the Corporate Seal, and attested by himself as its Assistant Secretary.

WITNESS my hand and Notarial Seal, this the 26 day of January, 1978.

[Notary Seal]

[Signature]  
Notary Public

My commission expires: 12/31/81  
STATE OF NORTH CAROLINA ::::

COUNTY OF NEW HANOVER  
a Notary Public

The foregoing certificate of Alicia M. Gomez is certified to be correct.  
This the 26 day of January, 1978.

LOIS C. LERAY, REGISTER OF DEEDS  
By: [Signature]  
Deputy

DRAWN BY:  
ROBERT CALDER  
ATTORNEY AT LAW  
WILMINGTON, N. C.

Received and Recorded  
1/26/78 at 4:24 P M  
[Signature]  
Register of Deeds

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this the 22nd day of August, 1978, by WESTMINSTER COMPANY, A North Carolina Corporation, herein referred to as "DECLARANT".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Wilmington, County of New Hanover, State of North Carolina, which is more particularly described as:

All of Section 3B of Stonestrow as the same is shown on the map which is attached hereto and made a part of this instrument as though fully set out herein and which is attached for the purpose of describing the lands to covered by this Declaration.

ADMITTED TO RECORD  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
FILE NO. \_\_\_\_\_  
AUG 25 11 00 AM '78  
LOIS CLARITY  
REGISTRAR  
NEW HANOVER COUNTY, N.C.

10

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, said easements, restrictions, covenants and conditions are as follows:

All of Section 3B of Stonestrow as described on the map attached hereto is hereby made subject to the same easements, restrictions, covenants and conditions covering Section 1 of Stonestrow as more fully set out in Declaration of Covenants, Conditions and Restrictions dated April 30, 1974, and recorded August 19, 1974, in Book 1012 at Page 14 in the New Hanover County Registry, which said Declaration of Covenants, Conditions and Restrictions is herein referred to and made a part of this instrument as though fully set out herein, BUT SUBJECT TO THE FOLLOWING MODIFICATION AND CHANGE:

1. Article I, Section 4, is modified by changing the description of the common area to the following: "The common area of Section 3B of Stonestrow is all of that area shown on map of Section 3B of Stonestrow

*Handwritten signature/initials*

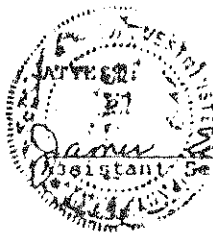


which is attached to this Declaration and made a part hereof as though fully set out herein, with the exception of Lots 48 through 51 inclusive and Lots 53 through 58 inclusive, as the same are shown on the said map which is attached which includes any area covered by the overhang of roofs or eaves, but subject to the rights of way of any streets and roads shown on said map which is attached."

IN WITNESS WHEREOF, WESTMINSTER COMPANY, the Declarant herein caused this Declaration to be signed in its corporate name by its Vice President and attested by its Assistant Secretary and sealed with its corporate seal, all on the day and year first above written.


WESTMINSTER COMPANY

BY: Joseph E. Howes  
Vice President

 James E. Maides  
Assistant Secretary

STATE OF NORTH CAROLINA : COUNTY OF ONSLOW

I, Alicia M. Gomez, a Notary Public in and for the State and County aforesaid, certify that James E. Maides personally came before me this day and acknowledged that he is the Assistant Secretary of WESTMINSTER COMPANY, A North Carolina Corporation with its principal office in Guilford County, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Vice President, sealed with the Corporate Seal, and attested by himself as its Assistant Secretary.

 IN WITNESS my hand and Notarial Seal, this the 24th day of August, 1978.  
Alicia M. Gomez  
Notary Public

My commission expires: September 20, 1981

STATE OF NORTH CAROLINA : COUNTY OF NEW HANOVER

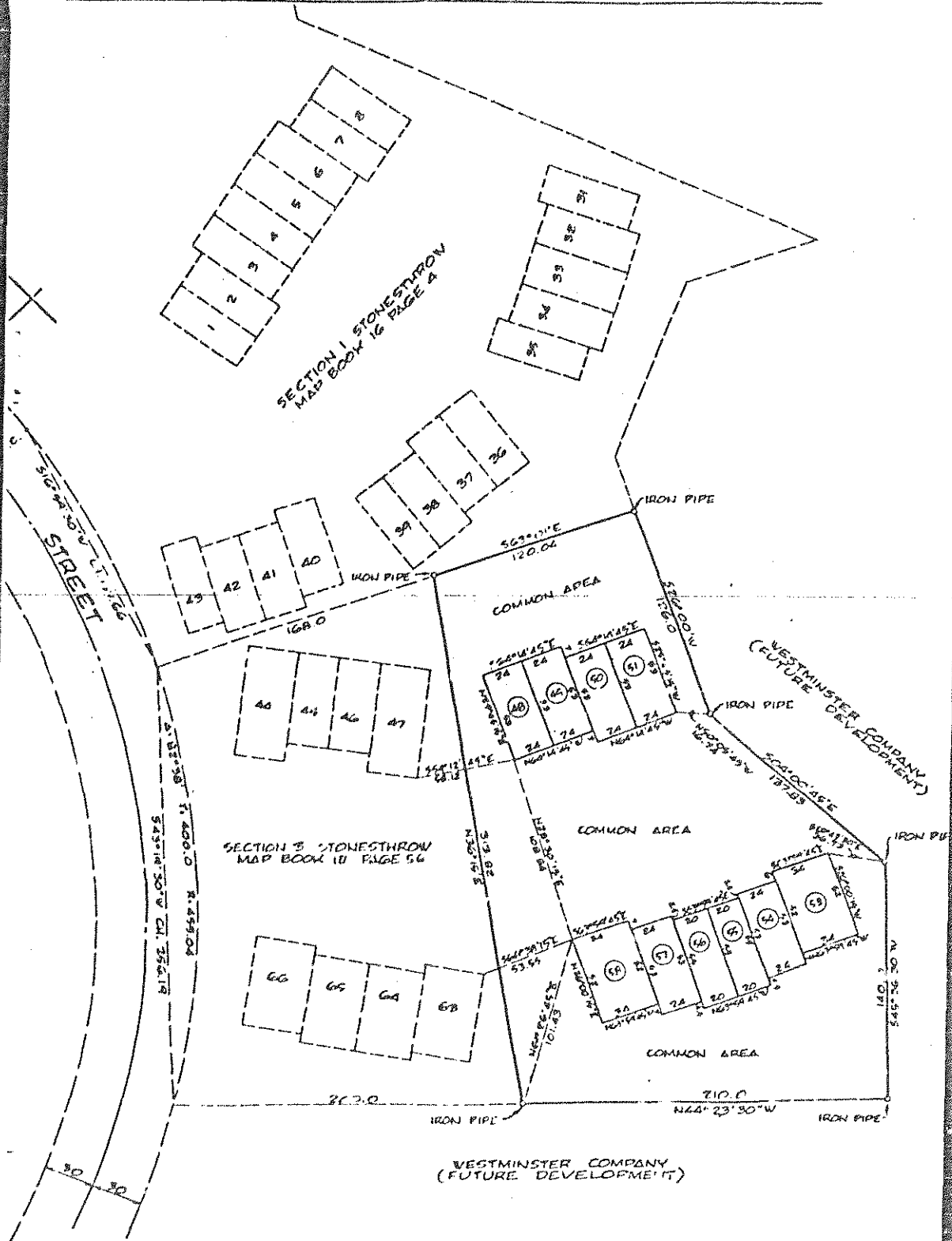
The foregoing certificate of Alicia M. Gomez, A Notary Public, is certified to be correct.

This the 25 day of August, 1978.

LOIS C. LERAY, REGISTER OF DEEDS

DRAWN BY: ROBERT CALDER,  
ATTORNEY AT LAW  
WILMINGTON, N.C. 28401

BY: Winifred M. Whitman  
Deputy - Assistant



SECTION 3B  
**STONESTHROW**

Received and Recorded  
 8/25/78 at 11:00 A.M.  
*Louis E. DeLoach*  
 Register of Deeds

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this the 6th day of September, 1979,  
by WESTMINSTER COMPANY, A North Carolina Corporation, herein referred  
to as "DECLARANT".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the  
City of Wilmington, County of New Hanover, State of North Carolina,  
which is more particularly described as:

All of Section 3C of Stonestrow as the same  
is shown on map recorded in Map Book 19 at  
Page 18 in the New Hanover County Registry

23

101 CLERK  
REGISTER  
NEW HANOVER COUNTY, N.C.  
SEP 10 11 40 AM '79  
REGISTERED

NOW, THEREFORE, Declarant hereby declares that all of the  
properties described above shall be held, sold and conveyed subject to  
the following easements, restrictions, covenants and conditions which  
are for the purpose of protecting the value and desirability of, and  
which shall run with, the real property and be binding on all parties  
having any right, title or interest in the described properties, or any  
part thereof, their heirs, successors and assigns, and shall inure to  
the benefit of each owner thereof, said easements, restrictions, coven-  
ants and conditions are as follows:

All of Section 3C of Stonestrow as above described is hereby  
made subject to the same easements, restrictions, covenants and condi-  
tions covering Section 1 of Stonestrow as more fully set out in Dec-  
laration of Covenants, Conditions and Restrictions dated April 30, 1974,  
and recorded August 19, 1974, in Book 1012 at Page 14 in the New Hanover  
County Registry, which said Declaration of Covenants, Conditions and Re-  
strictions is herein referred to and made a part of this instrument as  
though fully set out herein, BUT SUBJECT TO THE FOLLOWING MODIFICATION  
AND CHANGE:

1. Article I, Section 4, is modified by changing the descrip-  
tion of the common area to the following: "The common area of Section  
3C of Stonestrow is all of that area shown on map of Section 3C of  
Stonestrow which is recorded in Map Book 19 at Page 18 in the New Hanover



DRAWN BY: ROBERT CALDER, ATTORNEY AT LAW

STATE OF NORTH CAROLINA

DECLARATION OF COVENANTS,

COUNTY OF NEW HANOVER

CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this the 8th day of November, 1979, by WESTMINSTER COMPANY, A North Carolina Corporation, herein referred to as "DECLARANT".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Wilmington, County of New Hanover, State of North Carolina, which is more particularly described as:

All of Section 3D of Stonestrow as the same is shown on map recorded in Map Book 19 at Page 71 in the New Hanover County Registry.

5

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, said easements, restrictions, covenants and conditions are as follows:

All of Section 3D of Stonestrow as above described is hereby made subject to the same easements, restrictions, covenants and conditions covering Section 3 of Stonestrow as more fully set out in Declaration of Covenants, Conditions and Restrictions dated April 30, 1974, and recorded August 19, 1974, in Book 1012 at Page 14 in the New Hanover County Registry, which said Declaration of Covenants, Conditions and Restrictions is herein referred to and made a part of this instrument as though fully set out herein, BUT SUBJECT TO THE FOLLOWING MODIFICATION AND CHANGE:

1. Article I, Section 4, is modified by changing the description of the common area to the following: "The common area of Section 3D of Stonestrow is all of that area shown on map of Section 3D of

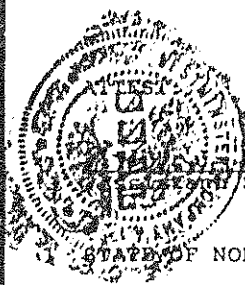
1164 1637

Stonethrow which is recorded in Map Book 19 at Page 71 in the New Hanover County Registry, with the exception of Lots or Units 85 through 94 inclusive as the same are shown on the said map, which includes any area covered by the overhang of roofs or eaves, but subject to the rights of way of any streets and roads shown on said map of Section 3D above referred to."

IN WITNESS WHEREOF, WESTMINSTER COMPANY, the Declarant herein caused this Declaration to be signed in its corporate name by its Vice President and attested by its Assistant Secretary and sealed with its corporate seal, all on the day and year first above written.

WESTMINSTER COMPANY

BY: Joseph S. Howard  
Vice President



James E. Maides  
Assistant Secretary

ADMITTED TO RECORD  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
FILE NO. \_\_\_\_\_  
FEB 22 11 26 AM '80  
LOIS CLERAY  
REGISTERAR  
NEW HANOVER CO., N.C.

STATE OF NORTH CAROLINA : COUNTY OF NEW HANOVER

I, Alicia M. Gomez, a Notary Public in and for the State and County aforesaid, certify that JAMES E. MAIDES, personally came before me this day and acknowledged that he is the Assistant Secretary of WESTMINSTER COMPANY, A North Carolina Corporation with its principal office in Guilford County, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Vice President, sealed with the Corporate Seal, and attested by himself as its Assistant Secretary.



IN WITNESS my hand and Notarial Seal, this the 16th day of November,

Alicia M. Gomez  
Notary Public

STATE OF NORTH CAROLINA : COUNTY OF NEW HANOVER

The foregoing certificate of Alicia M. Gomez, a Notary Public, is certified to be correct.

This the 22 day of November, ~~1979~~ <sup>1980</sup>

LOIS C. LERAY, REGISTER OF DEEDS

DRAWN BY: ROBERT CALDER,  
ATTORNEY AT LAW  
WILMINGTON, N. C.

BY: Lois C. Leray  
Deputy - Assistant

Received and Recorded  
2-22-80 at 11:26 AM

Lois C. Leray  
Register of Deeds

Drawn by Robert Calder

SEP 4 4 37 PM '81

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVERDECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this the 22nd day of April, 1981, by WESTMINSTER COMPANY, A North Carolina Corporation, herein referred to as "DECLARANT".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Wilmington, County of New Hanover, State of North Carolina, which is more particularly described as:

All of Section 4A of Stonesthrow, Phase II same is shown on map recorded in Map Book 20 at Page 76 in the New Hanover County Registry.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, said easements, restrictions, covenants and conditions are as follows:

All of Section 4A of Stonesthrow <sup>Phase II</sup> as above described is hereby made subject to the same easements, restrictions, covenants and conditions covering Section 1 of Stonesthrow as more fully set out in Declaration of Covenants, Conditions and Restrictions dated April 30, 1974, and recorded August 19, 1974, in Book 1012 at Page 14 in the New Hanover County Registry, which said Declaration of Covenants, Conditions and Restrictions is herein referred to and made a part of this instrument as though fully set out herein, BUT SUBJECT TO THE FOLLOWING MODIFICATIONS AND CHANGES:

1. Article IX is modified by adding a new sentence as follows: "The declarant reserves the right to subject the real property in this townhouse project to a contract with Carolina Power & Light Company for the installation of underground electric cables which may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company by the owner of each unit."
2. Article I, Section 4, is modified by changing the description of the common area to the following: "The common area of Section of Stonesthrow is all of that area shown on map of Section 4A of Stonesthrow

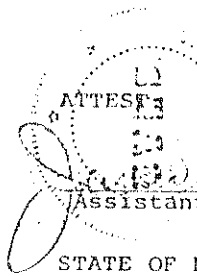
1191 1135

Phase II which is recorded in Map Book 20 at Page 76 in the New Hanover County Registry, with the exception of Lots or Units 1 through 12 inclusive as the same are shown on the said map, which includes any area covered by the overhang of roofs or eaves, but subject to the rights of way of any streets and roads shown on said map of Section above referred to."

IN WITNESS WHEREOF, WESTMINSTER COMPANY, the Declarant herein has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Assistant Secretary and sealed with its corporate seal, all on the day and year first above written.

WESTMINSTER COMPANY

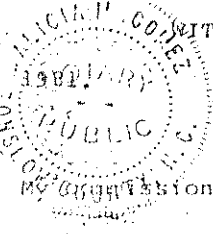
BY: William J. Wilson  
Vice President

 ATTESTE  
James E. Maides  
Assistant Secretary

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

I, Alicia M. Gomez, a Notary Public in and for the State and County aforesaid, certify that JAMES E. MAIDES, personally came before me this day and acknowledged that he is the Assistant Secretary of WESTMINSTER COMPANY, A North Carolina Corporation with its principal office in Guilford County, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Vice President, sealed with the Corporate Seal, and attested by himself as its Assistant Secretary.

 NOTARY PUBLIC  
COMMISSION EXPIRES: 9/20/81

WITNESS my hand and Notarial Seal, this the 22nd day of April

T. M. Tucker  
Notary Public

Commission expires: 9/20/81

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

The foregoing certificate of Alicia M. Gomez, a Notary Public, is certified to be correct.

This the 4<sup>th</sup> day of September, 1981.

REBECCA P. TUCKER, REGISTER OF DEEDS

BY: Rebecca Tucker  
Deputy - Assistant



1233 0098

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

DRAWN BY: ROBERT CALDER, ATTORNEY

SEP 0 2 30 PM '83

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this the 1st day of August, 1983,  
by WESTMINSTER COMPANY, a North Carolina Corporation, herein referred  
to as "DECLARANT".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the  
City of Wilmington, County of New Hanover, State of North Carolina,  
which is more particularly described as:

All of Section 4B of Stonestrow, Phase II  
same is shown on map recorded in Map Book 22  
at Page 14 in the New Hanover County Registry.

NOW, THEREFORE, Declarant hereby declares that all of the  
properties described above shall be held, sold and conveyed subject  
to the following easements, restrictions, covenants and conditions  
which are for the purpose of protecting the value and desirability  
of, and which shall run with, the real property and be binding on all  
parties having any right, title or interest in the described properties,  
or any part thereof, their heirs, successors and assigns, and shall inure  
to the benefit of each owner thereof, said easements, restrictions,  
covenants and conditions are as follows:

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All of Section 4B of Stonestrow Phase II above described is  
hereby made subject to the same easements, restrictions, covenants and  
conditions covering Section 1 of Stonestrow as more fully set out in  
Declaration of Covenants, Conditions and Restrictions dated April 30,  
1974, and recorded August 19, 1974, in Book 1012 at Page 14 in the New  
Hanover County Registry, which said Declaration of Covenants, Conditions  
and Restrictions is herein referred to and made a part of this instru-  
ment as though fully set out herein, BUT SUBJECT TO THE FOLLOWING MODI-  
FICATIONS AND CHANGES:

1. Article IX is modified by adding a new sentence as follows:  
"The declarant reserves the right to subject the real property in this  
townhouse project to a contract with Carolina Power & Light Company for  
the installation of underground electric cables which may require an  
initial payment and/or a continuing monthly payment to Carolina Power  
& Light Company by the owner of each unit."

2. Article I, Section 4, is modified by changing the descrip-  
tion of the common area to the following: "The common area of Section  
of Stonestrow is all of that area shown on map of Section 4B of Stones-  
throw Phase II which is recorded in Map Book 22 at Page 14 in the New  
Hanover County Registry, with the exception of Lots or Units 13 through  
17 inclusive as the same are shown on the said map, which includes any  
area covered by the overhang of roofs or eaves, but subject to the  
rights of way of any streets and roads shown on said map of Section 4B  
above referred to."

RETURNED TO

*Joni Dean*

IN WITNESS WHEREOF, WESTMINSTER COMPANY, the Declarant herein has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Assistant Secretary and sealed with its corporate seal, all on the day and year first above written.

WESTMINSTER COMPANY.

BY: Joseph K. Thomas  
SENIOR VICE PRESIDENT

ATTEST  
James E. Maides  
ASSISTANT SECRETARY

STATE OF NORTH CAROLINA : COUNTY OF ONSLOW

I, Patricia J. Jackson, a Notary Public in and for the State and County aforesaid, certify that James E. Maides, personally came before me this day and acknowledged that he is the Assistant Secretary of WESTMINSTER COMPANY, A North Carolina Corporation with its principal office in Guilford County, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed by its Vice President, sealed with the Corporate Seal, and attested by himself as its Assistant Secretary.

WITNESS my hand and Notarial Seal, this the 1st day of August, 1983.

Patricia J. Jackson  
NOTARY PUBLIC



My commission expires: 8-17-85

STATE OF NORTH CAROLINA : COUNTY OF NEW HANOVER

The foregoing certificate of Patricia J. Jackson, a Notary Public, is certified to be correct.

This the 8th day of September, 1983.

REBECCA P. TUCKER, REGISTER OF DEEDS

BY: Linda P. Alston  
DEPUTY ASSISTANT

DRAWN BY: ROBERT CALDER, ATTORNEY

SEP 8 2 30 PM '83

STATE OF NORTH CAROLINA

DECLARATION OF COVENANTS,

COUNTY OF NEW HANOVER

CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this the 1st day of August, 1983, by WESTMINSTER COMPANY, a North Carolina Corporation, herein referred to as "DECLARANT".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Wilmington, County of New Hanover, State of North Carolina, which is more particularly described as:

All of Section 4B of Stonestrow, Phase II same is shown on map recorded in Map Book 22 at Page 14 in the New Hanover County Registry.

40 NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, said easements, restrictions, covenants and conditions are as follows:

All of Section 4B of Stonestrow Phase II above described is hereby made subject to the same easements, restrictions, covenants and conditions covering Section 1 of Stonestrow as more fully set out in Declaration of Covenants, Conditions and Restrictions dated April 30, 1974, and recorded August 19, 1974, in Book 1012 at Page 14 in the New Hanover County Registry, which said Declaration of Covenants, Conditions and Restrictions is herein referred to and made a part of this instrument as though fully set out herein, BUT SUBJECT TO THE FOLLOWING MODIFICATIONS AND CHANGES:

1. Article IX is modified by adding a new sentence as follows: "The declarant reserves the right to subject the real property in this townhouse project to a contract with Carolina Power & Light Company for the installation of underground electric cables which may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company by the owner of each unit."

2. Article I, Section 4, is modified by changing the description of the common area to the following: "The common area of Section of Stonestrow is all of that area shown on map of Section 4B of Stonestrow Phase II which is recorded in Map Book 22 at Page 14 in the New Hanover County Registry, with the exception of Lots or Units 13 through 17 inclusive as the same are shown on the said map, which includes any area covered by the overhang of roofs or eaves, but subject to the rights of way of any streets and roads shown on said map of Section 4B above referred to."

RETURNED TO

*Joni Dean*

IN WITNESS WHEREOF, WESTMINSTER COMPANY, the Declarant herein has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Assistant Secretary and sealed with its corporate seal, all on the day and year first above written.

WESTMINSTER COMPANY,

BY: James E. Thomas  
SENIOR VICE PRESIDENT

James E. Maides  
ASSISTANT SECRETARY

STATE OF NORTH CAROLINA : COUNTY OF ONSLOW

I, Patricia J. Jackson, a Notary Public in and for the State and County aforesaid, certify that James E. Maides, personally came before me this day and acknowledged that he is the Assistant Secretary of WESTMINSTER COMPANY, A North Carolina Corporation with its principal office in Guilford County, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed by its Vice President, sealed with the Corporate Seal, and attested by himself as its Assistant Secretary.

WITNESS my hand and Notarial Seal, this the 1st day of August, 1983.

Patricia J. Jackson  
NOTARY PUBLIC



My commission expires: 8-17-85

STATE OF NORTH CAROLINA COUNTY OF NEW HANOVER

The foregoing certificate of Patricia J. Jackson, a Notary Public, is certified to be correct.

This the 8th day of September, 1983.

REBECCA P. TUCKER, REGISTER OF DEEDS

BY: Rebecca P. Tucker  
DEPUTY/ASSISTANT

150  
100

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

Drawn by Robert Calder

SEP 4 4 37 PM '81

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this the 22nd day of April,  
1981, by WESTMINSTER COMPANY, A North Carolina Corporation, herein  
referred to as "DECLARANT".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the  
City of Wilmington, County of New Hanover, State of North Carolina,  
which is more particularly described as:

All of Section 4A of Stonestrow, Phase II  
same is shown on map recorded in Map Book  
70 at Page 76 in the New Hanover  
County Registry.

NOW, THEREFORE, Declarant hereby declares that all of the  
properties described above shall be held, sold and conveyed subject  
to the following easements, restrictions, covenants and conditions which  
are for the purpose of protecting the value and desirability of, and  
which shall run with, the real property and be binding on all parties  
having any right, title or interest in the described properties, or any  
part thereof, their heirs, successors and assigns, and shall inure to  
the benefit of each owner thereof, said easements, restrictions,  
covenants and conditions are as follows:

All of Section 4A of Stonestrow <sup>Phase II</sup> as above described is hereby  
made subject to the same easements, restrictions, covenants and conditions  
covering Section 1 of Stonestrow as more fully set out in Declaration of  
Covenants, Conditions and Restrictions dated April 30, 1974, and recorded  
August 19, 1974, in Book 1012 at Page 14 in the New Hanover County Registry,  
which said Declaration of Covenants, Conditions and Restrictions is herein  
referred to and made a part of this instrument as though fully set out  
herein, BUT SUBJECT TO THE FOLLOWING MODIFICATIONS AND CHANGES:

1. Article IX is modified by adding a new sentence as follows:  
"The declarant reserves the right to subject the real property in this  
townhouse project to a contract with Carolina Power & Light Company for  
the installation of underground electric cables which may require an  
initial payment and/or a continuing monthly payment to Carolina Power  
& Light Company by the owner of each unit."

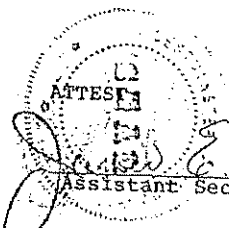
2. Article I, Section 4, is modified by changing the descrip-  
tion of the common area to the following: "The common area of Section  
of Stonestrow is all of that area shown on map of Section 4A of Stonestrow

Phase II which is recorded in Map Book 20 at Page 76 in the New Hanover County Registry, with the exception of Lots or Units 1 through 12 inclusive as the same are shown on the said map, which includes any area covered by the overhang of roofs or eaves, but subject to the rights of way of any streets and roads shown on said map of Section above referred to."

IN WITNESS WHEREOF, WESTMINSTER COMPANY, the Declarant herein has caused this Declaration to be signed in its corporate name by its Vice President and attested by its Assistant Secretary and sealed with its corporate seal, all on the day and year first above written.

WESTMINSTER COMPANY

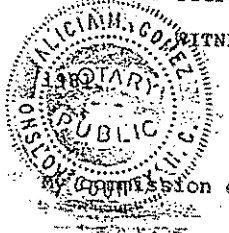
BY: William J. Wilson  
Vice President

  
James E. Maides  
Assistant Secretary

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

I, Alicia M. Gomez, a Notary Public in and for the State and County aforesaid, certify that JAMES E. MAIDES, personally came before me this day and acknowledged that he is the Assistant Secretary of WESTMINSTER COMPANY, A North Carolina Corporation with its principal office in Guilford County, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Vice President, sealed with the Corporate Seal, and attested by himself as its Assistant Secretary.

  
Notary Public  
Commission expires: 9/20/81

WITNESS my hand and Notarial Seal, this the 22nd day of April

Alicia M. Gomez  
Notary Public

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

The foregoing certificate of Alicia M. Gomez, a Notary Public, is certified to be correct.

This the 4<sup>th</sup> day of September, 1981.

REBECCA P. TUCKER, REGISTER OF DEEDS

BY: Arnold Mundy  
Deputy - Assistant

BOOK

PAGE

1164 1636

DRAWN BY: ROBERT CALDER, ATTORNEY AT LAW

STATE OF NORTH CAROLINA

DECLARATION OF COVENANTS,

COUNTY OF NEW HANOVER

CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this the 8th day of November, 1979, by WESTMINSTER COMPANY, A North Carolina Corporation, herein referred to as "DECLARANT".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Wilmington, County of New Hanover, State of North Carolina, which is more particularly described as:

All of Section 3D of Stonestrow as the same is shown on map recorded in Map Book 19 at Page 71 in the New Hanover County Registry.

5

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, said easements, restrictions, covenants and conditions are as follows:

All of Section 3D of Stonestrow as above described is hereby made subject to the same easements, restrictions, covenants and conditions covering Section 1 of Stonestrow as more fully set out in Declaration of Covenants, Conditions and Restrictions dated April 30, 1974, and recorded August 19, 1974, in Book 1012 at Page 14 in the New Hanover County Registry, which said Declaration of Covenants, Conditions and Restrictions is herein referred to and made a part of this instrument as though fully set out herein, BUT SUBJECT TO THE FOLLOWING MODIFICATION AND CHANGE:

1. Article I, Section 4, is modified by changing the description of the common area to the following: "The common area of Section 3D of Stonestrow is all of that area shown on map of Section 3D of

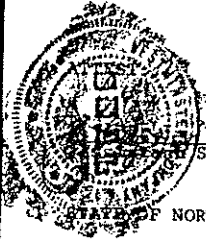
1164 1637

Stonethrow which is recorded in Map Book 19 at Page 71 in the New Hanover County Registry, with the exception of Lots or Units 85 through 94 inclusive as the same are shown on the said map, which includes any area covered by the overhang of roofs or eaves, but subject to the rights of way of any streets and roads shown on said map of Section 3D above referred to."

IN WITNESS WHEREOF, WESTMINSTER COMPANY, the Declarant herein caused this Declaration to be signed in its corporate name by its Vice President and attested by its Assistant Secretary and sealed with its corporate seal, all on the day and year first above written.

WESTMINSTER COMPANY

BY: John S. Thomas  
Vice President

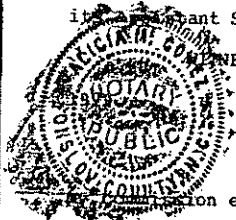


James E. Maides  
Secretary

ADMITTED TO RECORD  
BOOK NO. \_\_\_\_\_ PAGE \_\_\_\_\_  
FEB 22 11 25 AM '80  
LOIS CLERAY  
REGISTERAR  
NEW HANOVER CO., N.C.

STATE OF NORTH CAROLINA : COUNTY OF NEW HANOVER

I, Alicia M. Gomez, a Notary Public in and for the State and County aforesaid, certify that JAMES E. MAIDES, personally came before me this day and acknowledged that he is the Assistant Secretary of WESTMINSTER COMPANY, A North Carolina Corporation with its principal office in Guilford County, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Vice President, sealed with the Corporate Seal, and attested by himself as its Assistant Secretary.



IN WITNESS my hand and Notarial Seal, this the 16th day of November,

Alicia M. Gomez  
Notary Public

STATE OF NORTH CAROLINA : COUNTY OF NEW HANOVER

The foregoing certificate of Alicia M. Gomez, a Notary Public, is certified to be correct.

This the 22 day of ~~November, 1979~~ <sup>FEB 1980</sup>

LOIS C. LERAY, REGISTER OF DEEDS

DRAWN BY: ROBERT CALDER,  
ATTORNEY AT LAW  
WILMINGTON, N. C.

BY: Robert Calder  
Deputy - Assistant

Received and Recorded  
2-22-80 at 11:26 AM  
Lois C. Leray  
Register of Deeds



STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this the 6th day of September, 1979,  
by WESTMINSTER COMPANY, A North Carolina Corporation, herein referred  
to as "DECLARANT".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the  
City of Wilmington, County of New Hanover, State of North Carolina,  
which is more particularly described as:

All of Section 3C of Stonestrow as the s  
is shown on map recorded in Map Book 19  
Page 18 in the New Hanover County Registry

ADMITTED TO RECORD  
BOOK 1156 PAGE 1672  
FILE NO. 1156-1672  
SEP 10 11 40 AM '79  
LOUIS CLERK  
REGISTERAR  
NEW HANOVER CO., N.C.

23

NOW, THEREFORE, Declarant hereby declares that all of the  
properties described above shall be held, sold and conveyed subject to  
the following easements, restrictions, covenants and conditions which  
are for the purpose of protecting the value and desirability of, and  
which shall run with the real property and be binding on all parties  
having any right, title or interest in the described properties, or any  
part thereof, their heirs, successors and assigns, and shall inure to  
the benefit of each owner thereof, said easements, restrictions, coven-  
ants and conditions are as follows:

All of Section 3C of Stonestrow as above described is hereby  
made subject to the same easements, restrictions, covenants and condi-  
tions covering Section 1 of Stonestrow as more fully set out in Dec-  
laration of Covenants, Conditions and Restrictions dated April 30, 1974,  
and recorded August 19, 1974, in Book 1012 at Page 14 in the New Hanover  
County Registry, which said Declaration of Covenants, Conditions and Re-  
strictions is herein referred to and made a part of this instrument as  
though fully set out herein, BUT SUBJECT TO THE FOLLOWING MODIFICATION  
AND CHANGE:

1. Article I, Section 4, is modified by changing the descrip-  
tion of the common area to the following: "The common area of Section  
3C of Stonestrow is all of that area shown on map of Section 3C of  
Stonestrow which is recorded in Map Book 19 at Page 18 in the New Hanover



BOOK PAGE  
1136 1366

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this the 22nd day of August, 1978, by WESTMINSTER COMPANY, A North Carolina Corporation, herein referred to as "DECLARANT".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Wilmington, County of New Hanover, State of North Carolina, which is more particularly described as:

All of Section 3B of Stonestrow as the same is shown on the map which is attached hereto and made a part of this instrument as though fully set out herein and which is attached for the purpose of describing the lands to covered by this Declaration.

ADMITTED TO RECORD  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
FILE NO. \_\_\_\_\_  
AUG 25 11 00 AM '78  
LOIS CLARY  
REGISTER  
NEW HANOVER CO. N.C.

10

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, said easements, restrictions, covenants and conditions are as follows:

All of Section 3B of Stonestrow as described on the map attached hereto is hereby made subject to the same easements, restrictions, covenants and conditions covering Section 1 of Stonestrow as more fully set out in Declaration of Covenants, Conditions and Restrictions dated April 30, 1974, and recorded August 19, 1974, in Book 1012 at Page 14 in the New Hanover County Registry, which said Declaration of Covenants, Conditions and Restrictions is herein referred to and made a part of this instrument as though fully set out herein, BUT SUBJECT TO THE FOLLOWING MODIFICATION AND CHANGE:

1. Article I, Section 4, is modified by changing the description of the common area to the following: "The common area of Section 3B of Stonestrow is all of that area shown on map of Section 3B of Stonestrow

RETURNED TO *Donna Brady*

which is attached to this Declaration and made a part hereof as though fully set out herein, with the exception of Lots 48 through 51 inclusive and Lots 53 through 58 inclusive, as the same are shown on the said map which is attached which includes any area covered by the overhang of roofs or eaves, but subject to the rights of way of any streets and roads shown on said map which is attached."

IN WITNESS WHEREOF, WESTMINSTER COMPANY, the Declarant herein caused this Declaration to be signed in its corporate name by its Vice President and attested by its Assistant Secretary and sealed with its corporate seal, all on the day and year first above written.

WESTMINSTER COMPANY

BY: Joseph E. Thomas  
Vice President



James E. Maides  
Assistant Secretary

STATE OF NORTH CAROLINA : COUNTY OF ONSLOW

I, Alicia M. Gomez, a Notary Public in and for the State and County aforesaid, certify that James E. Maides personally came before me this day and acknowledged that he is the Assistant Secretary of WESTMINSTER COMPANY, A North Carolina Corporation with its principal office in Guilford County, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Vice President, sealed with the Corporate Seal, and attested by himself as its Assistant Secretary.

WITNESS my hand and Notarial Seal, this the 24th day of August,



Alicia M. Gomez  
Notary Public

My commission expires: September 20, 1981

STATE OF NORTH CAROLINA : COUNTY OF NEW HANOVER

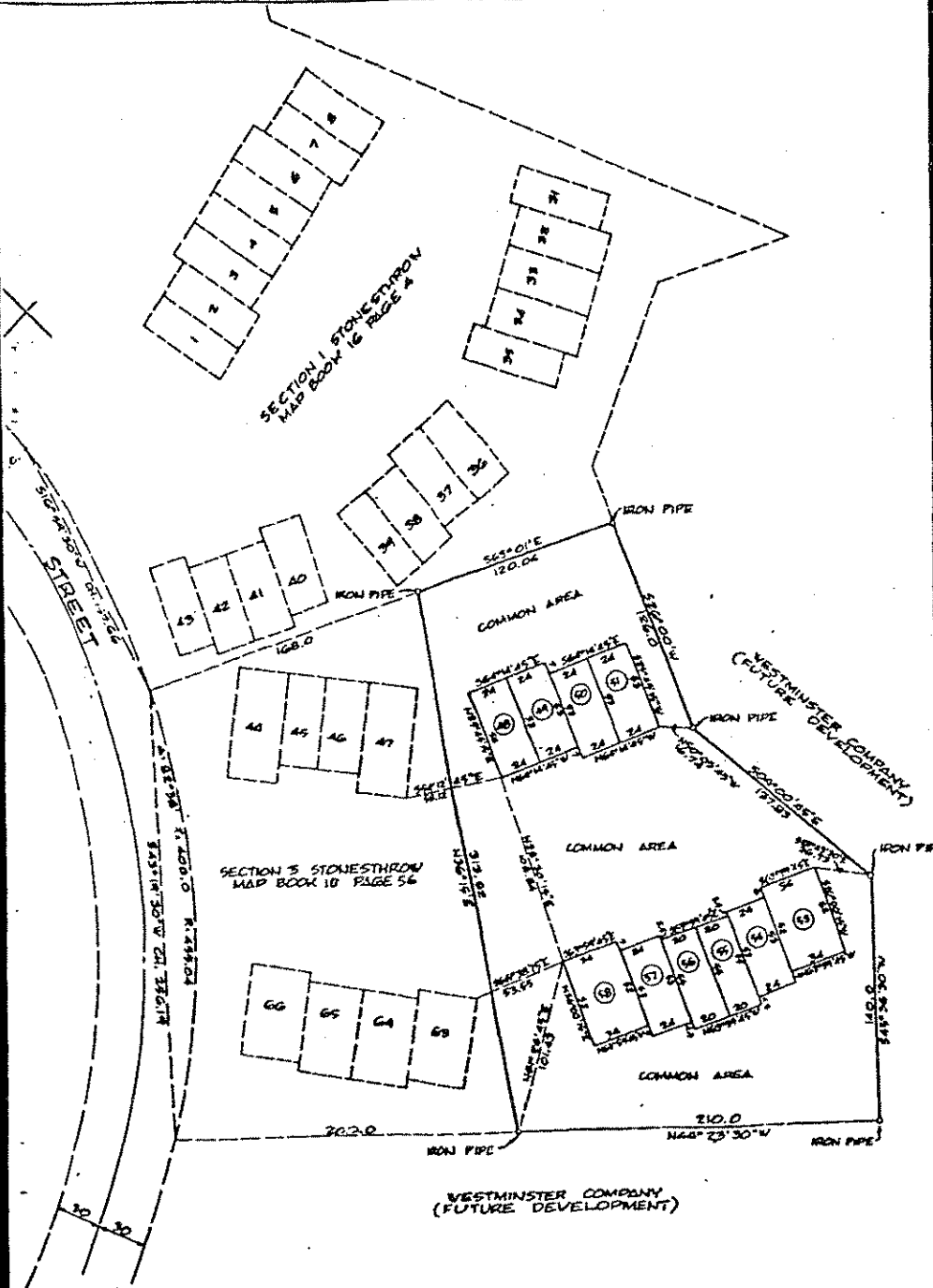
The foregoing certificate of Alicia M. Gomez, a Notary Public, is certified to be correct.

This the 25 day of August, 1978.

LOIS C. LERAY, REGISTER OF DEEDS

DRAWN BY: ROBERT CALDER,  
ATTORNEY AT LAW  
WILMINGTON, N.C. 28401

BY: Winifred M. Whitman  
Deputy - Assistant



**SECTION 3B  
STONESTHROW**

Received and Recorded  
8/25/78 at 11:00 A.M.  
*Lois E. DeBart*  
Register of Deeds DC

STATE OF NORTH CAROLINA : DECLARATION OF COVENANTS,  
COUNTY OF NEW HANOVER : CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this the 25th day of January, 1978,  
by WESTMINSTER COMPANY, A North Carolina Corporation, herein referred  
to as "DECLARANT".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the  
City of Wilmington, County of New Hanover, State of North Carolina,  
which is more particularly described as:

42 All of Section 3 of Stonestrow as the same is  
shown on map recorded in Map Book 18 at Page 56  
in the New Hanover County Registry.

NOW, THEREFORE, Declarant hereby declares that all of the  
properties described above shall be held, sold and conveyed subject  
to the following easements, restrictions, covenants and conditions  
which are for the purpose of protecting the value and desirability  
of, and which shall run with, the real property and be binding on all  
parties having any right, title or interest in the described properties,  
or any part thereof, their heirs, successors and assigns, and shall  
inure to the benefit of each owner thereof, said easements, restrictions,  
covenants and conditions are as follows:

All of Section 3 of Stonestrow as above described is  
hereby made subject to the same easements, restrictions, covenants  
and conditions covering Section 1 of Stonestrow as more fully set  
out in Declaration of Covenants, Conditions and Restrictions dated  
April 30, 1974 and recorded August 19, 1974 in Book 1012 at Page 14  
in the New Hanover County Registry, which said Declaration of Covenants,  
Conditions and Restrictions is herein referred to and made a part of  
this instrument as though fully set out herein, BUT SUBJECT TO THE  
FOLLOWING MODIFICATION AND CHANGE:

1. Article I, Section 4, is modified by changing the  
description of the common area to the following: "The common area  
of Section 3 of Stonestrow is all of that area shown on map of  
Section 3 of Stonestrow which is recorded in Map Book 18 at Page  
56 in the New Hanover County Registry, with the exception of Lots  
44 through 47 inclusive and Lots 63 through 66 inclusive, as the

RETURNED TO  
DEPT OF REVENUE

same are shown on the said map, which includes any area covered by the overhang of roofs or eaves, but subject to the rights of way of any streets and roads shown on said map of Section 3 above referred to."

IN WITNESS WHEREOF, WESTMINSTER COMPANY, the Declarant herein caused this Declaration to be signed in its corporate name by its Assistant Vice President and attested by its Assistant Secretary and sealed with its corporate seal, all on the day and year first above written.

WESTMINSTER COMPANY

By: [Signature]  
Assistant Vice President

LOIS CLERK  
REGISTERAR  
NEW HANOVER CO., N.C.  
JAN 26 4 24 PM '78

ADMITTED TO RECORD  
BOOK PAGE  
FILE NO.

ATTEST:  
[Signature]  
Assistant Secretary

RECORD OF POOR QUALITY DUE TO  
CONDITION OF ORIGINAL DOCUMENT  
6. 2. 261 - 14

STATE OF NORTH CAROLINA :::: COUNTY OF ONSLOW

I, Alicia M. Gomez, a Notary Public in and for the State and County aforesaid, certify that James E. Mueller personally came before me this day and acknowledged that he is the Assistant Secretary of WESTMINSTER COMPANY, A North Carolina Corporation with its principal office in Guilford County, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Assistant Vice President, sealed with the Corporate Seal, and attested by himself as its Assistant Secretary.

WITNESS my hand and Notarial Seal, this the 26th day of January, 1978.  
[Signature]  
Notary Public

My commission expires: Sept. 20, 1981

STATE OF NORTH CAROLINA :::: COUNTY OF NEW HANOVER  
a Notary Public

The foregoing certificate of Alicia M. Gomez is certified to be correct.

This the 26 day of January, 1978.  
LOIS C. LERAY, REGISTER OF DEEDS

By: [Signature]  
Deputy

DRAWN BY:  
ROBERT CALDER  
ATTORNEY AT LAW  
WILMINGTON, N. C.

Received and Recorded  
1/26/78 at 4:24 P.M.  
[Signature]  
Register of Deeds

ADMITTED TO RECORD  
NOV 17 11 03 AM '75  
NEW HANOVER CO. N.C.

STATE OF NORTH CAROLINA :  
COUNTY OF NEW HANOVER :

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this the 22<sup>nd</sup> day of November, 1975,  
by WESTMINSTER COMPANY, A North Carolina Corporation, herein referred to  
as "DECLARANT".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City  
of Wilmington, County of New Hanover, State of North Carolina, which is  
more particularly described as:

All of Section 2 of Stonestrow as the same is shown  
on map recorded in Map Book 17 at Page 6 in the  
New Hanover County Registry.

NOW, THEREFORE, Declarant hereby declares that all of the prop-  
erties described above shall be held, sold and conveyed subject to the  
following easements, restrictions, covenants and conditions which are for  
the purpose of protecting the value and desirability of, and which shall  
run with, the real property and be binding on all parties having any right,  
title or interest in the described properties, or any part thereof, their  
heirs, successors and assigns, and shall inure to the benefit of each  
owner thereof, said easements, restrictions, covenants and conditions are  
as follows:

RETURNED TO - Owner & Secretary

All of Section 2 of Stonestrow as above described is hereby  
made subject to the same easements, restrictions, covenants and conditions  
covering Section 1 of Stonestrow as more fully set out in Declaration of  
Covenants, Conditions and Restrictions dated April 30, 1974 and recorded  
August 19, 1974 in Book 1012 at Page 14 in the New Hanover County Registry,  
which said Declaration of Covenants, Conditions and Restrictions is herein  
referred to and made a part of this instrument as though fully set out  
herein, BUT SUBJECT TO THE FOLLOWING MODIFICATION AND CHANGE:



FILE NO \_\_\_\_\_  
Aug 19 4 30 PM '74  
CLERK  
NEW HANOVER CO., N.C.

11-30  
30

1013 14

STATE OF NORTH CAROLINA : DECLARATION OF COVENANTS,  
COUNTY OF NEW HANOVER : CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made the 30th day of April, 1974, by WESTMINSTER COMPANY, a North Carolina Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Wilmington, County of New Hanover, State of North Carolina, which is more particularly described as:

Section 1 of Stonestrow as the same is shown on map recorded in Map Book 10 at Page 4 in the New Hanover County Registry, and as more fully described on the attached sheet marked "EXHIBIT A" which is to be taken as a part of this Declaration as though set out fully herein.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Stonestrow Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

The Common Area of Section 1 of STONESTHROW which is all of that area shown on map of Section 1 of STONESTHROW which is recorded in Map Book 10 at Page 4 in the New Hanover County Registry, with the exception of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 inclusive as the same are shown on said map; with the exception further of the right of way of McMillan Street as shown on said map; and excepting further the rights of ways of any streets dedicated to public use that are shown on said map. Section 1 of STONESTHROW Subdivision being more fully described on the attached sheet marked "EXHIBIT A" which is to be taken as a part of this description as though fully set out herein.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to WESTMINSTER COMPANY, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member (s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or
- (b) Upon six years after the date of this Declaration.

#### ARTICLE IV

##### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of the homes situated upon the Properties or for the use and enjoyment of the Common Area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws, the payment of charges for water furnished and water and sewer services rendered to the Properties, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Four Hundred Twenty Dollars (\$420.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- (d) Any portion of the annual assessments fixed and levied hereunder to defray water and sewer charges shall, when collected, be segregated from the remaining annual assessment funds and shall be retained in a separate bank account until expended on the water and sewer charges. Any funds remaining in such bank account at the end of a calendar year shall be used to defray water and sewer charges for the next succeeding year.

1922 - 1923 - 1924 - 1925 - 1926 - 1927 - 1928 - 1929 - 1930 - 1931 - 1932 - 1933 - 1934 - 1935 - 1936 - 1937 - 1938 - 1939 - 1940 - 1941 - 1942 - 1943 - 1944 - 1945 - 1946 - 1947 - 1948 - 1949 - 1950 - 1951 - 1952 - 1953 - 1954 - 1955 - 1956 - 1957 - 1958 - 1959 - 1960 - 1961 - 1962 - 1963 - 1964 - 1965 - 1966 - 1967 - 1968 - 1969 - 1970 - 1971 - 1972 - 1973 - 1974 - 1975 - 1976 - 1977 - 1978 - 1979 - 1980 - 1981 - 1982 - 1983 - 1984 - 1985 - 1986 - 1987 - 1988 - 1989 - 1990 - 1991 - 1992 - 1993 - 1994 - 1995 - 1996 - 1997 - 1998 - 1999 - 2000 - 2001 - 2002 - 2003 - 2004 - 2005 - 2006 - 2007 - 2008 - 2009 - 2010 - 2011 - 2012 - 2013 - 2014 - 2015 - 2016 - 2017 - 2018 - 2019 - 2020 - 2021 - 2022 - 2023 - 2024 - 2025 - 2026 - 2027 - 2028 - 2029 - 2030 - 2031 - 2032 - 2033 - 2034 - 2035 - 2036 - 2037 - 2038 - 2039 - 2040 - 2041 - 2042 - 2043 - 2044 - 2045 - 2046 - 2047 - 2048 - 2049 - 2050 - 2051 - 2052 - 2053 - 2054 - 2055 - 2056 - 2057 - 2058 - 2059 - 2060 - 2061 - 2062 - 2063 - 2064 - 2065 - 2066 - 2067 - 2068 - 2069 - 2070 - 2071 - 2072 - 2073 - 2074 - 2075 - 2076 - 2077 - 2078 - 2079 - 2080 - 2081 - 2082 - 2083 - 2084 - 2085 - 2086 - 2087 - 2088 - 2089 - 2090 - 2091 - 2092 - 2093 - 2094 - 2095 - 2096 - 2097 - 2098 - 2099 - 2100

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Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum and the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Both annual and special assessments must be fixed at a uniform rate for all lots within the same class and may be collected on a monthly basis. All lots owned by the Class B member, which is the Declarant, shall be assessed for both annual and/or special assessments at one-half or fifty percent of the assessment for lots owned by Class A members, but such fifty percent assessment ratio shall terminate immediately upon the transfer of any lot from the Class B member to a Class A member.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors and the Board of Directors shall have the authority to require the assessments to be paid in pro-rata monthly installments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

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In the event that the need for maintenance, repair, or replacement is caused through the willful, or negligent act of the Owner, his family, guests, or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage insurance policies, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which the Lot is subject. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

#### ARTICLE VIII

##### USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family townhouse dwelling not to exceed two and one-half stories in height. Any building erected, altered, placed, or permitted to remain on any Lot shall be subject to the provisions of Article V of this Declaration of Covenants, Conditions and Restrictions relating to architectural control.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Temporary Structures. No structure of a temporary character, trailer, basement, tent shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

#### ARTICLE IX

##### EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

#### ARTICLE X

##### ASSOCIATION OF ADDITIONAL PROPERTIES

Section 1. Association of additional property shall require the consent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at each subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. If within ten years of the date of incorporation of this Association, the Declarant shall develop additional lands within the area described in Deed Book 978 at Page 75 in the Office of the Register of Deeds of New Hanover County, North Carolina, such additional lands may be annexed to said Properties without the assent of the Class A members, provided however, the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development. If either the Federal Housing Administration or the Veterans Administration determines that the detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the development of the additional lands must have the assent of two-thirds (2/3) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. At this meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force or effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this



Declaration of Covenants, Conditions and Restrictions.

Section 3. The Association acting through its officers, agents, servants, and/or employees shall have the right of unobstructed access to all reasonable times to all properties as may be reasonably necessary to perform the exterior maintenance called for in Article VII of this Declaration.

ARTICLE XII

PARKING

Section 1. Parking Rights. Ownership of each Lot in Section 1 of Stonestrow Subdivision shall entitle the Owner or Owners thereof to the exclusive use of not more than two automobile parking spaces, which shall be as near and convenient to the Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one vehicle parking space for each dwelling.

IN WITNESS WHEREOF, WESTMINSTER COMPANY, the Declarant herein, has caused this Declaration to be signed in its corporate name by its President and attested by its Secretary and sealed with its corporate seal, all on the day and year first above written.

WESTMINSTER COMPANY

By:

*[Signature]*  
President



*[Signature]*  
Secretary

STATE OF NORTH CAROLINA

COUNTY OF *[Signature]*

I, *[Signature]*, a Notary Public in and for the State and County aforesaid, certify that *[Signature]* personally came before me this day and acknowledged that she is *[Signature]* Secretary of WESTMINSTER COMPANY, a North Carolina Corporation with its principal office in *[Signature]* County, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its *[Signature]* President, sealed with the Corporate Seal, and attested by *[Signature]* as its *[Signature]* Secretary.

WITNESS my hand and Notarial Seal, this the 23 day of May, 1974.



My commission expires: 1975

*[Signature]*  
Notary Public

STATE OF NORTH CAROLINA  
This document is a copy of the original instrument of \_\_\_\_\_  
Notary Public \_\_\_\_\_  
as certified to by me.  
Witness my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1974.  
Notary Public  
John C. Latta, Secretary of State  
to *[Signature]*