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FOR REGISTRATION REGISTER OF DEED:
JENNIFER H. MACNEISH
NEW HANOVER COUNTY, NC
2010 OCT 25 01:50:29 PM
BK:5519 PG:2670-2675 FEE:\$26.00

INSTRUMENT # 2010030020

RETURN TO

Drafted by Law Office of Jeffrey W. Porter, PC

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS
ALFORD LANDING

THIS DECLARATION OF RESTRICTIONS is made this 30th day of September, 2010, by HEWLETT CREEK DEVELOPMENT GROUP, LLC, 599 Airlie Rd, Wilmington, NC 28403, hereinafter called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in New Hanover County, North Carolina, set forth as "Tract 1", "Tract 2" and "Tract 3" on that Deed to Declarant recorded in Deed Book 4859, Page 838, New Hanover County Registry (the tracts currently having the following addresses: Tract 1: 5810 Greenville Loop Road; Tract 2: 5814 Greenville Loop Road; Tract 3: 5830 Greenville Loop Road), as also shown on that map recorded in Map Book 55, Page 226, New Hanover County Registry (the "Map") (hereafter, individual lots will be referred to as a "Lot", and all of the Lots collectively will be referred to the "Property"); and

WHEREAS, it is in the best interest of the Declarant and of every party acquiring any of the Lots (hereafter a "Lot Owner") that certain covenants, conditions and restrictions governing and regulating the use and occupancy of the Property be established.

NOW, THEREFORE, the Declarant does hereby submit the Property to the following covenants, conditions and restrictions, which shall be construed as covenants running with the land, shall be binding on all parties acquiring any right, title or interest in any of the Property, and shall inure to the benefit of each owner thereof:

1. Residential Purpose. Except as otherwise provided herein, all Lots shall be used exclusively for residential purposes, and only one residence shall be erected on any Lot, with the exception that a guest house or garage apartment may be built on a Lot if the guest house and/or garage apartment conforms with the design and exterior of the primary house. The placement of each home on a Lot must comply with all New Hanover County zoning and setback requirements.

2. Dock/Pier; Easement Established.

a. Declarant has conveyable rights to the use of a dock/pier on Hewletts Creek, as the dock/pier is shown on the Map. Declarant shall convey, with each Lot, a boat slip, which shall consist of 20 feet, more or less, of floating dock space, along with access to the dock/pier as shown on the Map ("Boat Slip"). Each Boat Slip is identified on the Map as Boat Slip "A", "B" or "C". Declarant shall assign a Boat Slip to each Lot Owner, and shall memorialize the ownership by a reference, on the deed conveying the Lot, to the particular Boat Slip.

b. The Lot Owner shall thereafter have all rights to the use of his assigned Boat Slip, as well as an easement for access to the dock/pier as the easement is shown on the Map. The right to a Boat Slip may not be separated from ownership of a Lot, and a Boat Slip may not be sold separately from a Lot. However, Lot Owners may trade Boat Slips if they choose, provided that the trade is memorialized in an instrument signed, notarized and recorded in the New Hanover County Registry. Lot Owners may not rent Boat Slips to anyone other than another Lot Owner.

c. Each Lot Owner agrees to keep his Boat Slip clean and free of debris. Each Lot Owner further agrees to pay an equal share of the cost of maintaining and repairing the dock/pier and Boat Slips.

d. Declarant has not installed any utilities to the dock/pier. If a majority of the Lot Owners decide to install utilities or make repairs to utilities, including but not limited to electric and/or water service to the dock/pier, then all Lot Owners shall equally share the cost of installing and maintaining the utilities installed.

e. Declarant has not insured the dock/pier. If a majority of the Lot Owners decide to acquire reasonable hazard and/or liability insurance on the dock/pier, then all Lot Owners shall equally share the cost of such insurance.

3. Architectural and Design Control.

a. No construction of any type may begin on a Lot until the Lot Owner has submitted any and all plans to Declarant, and Declarant has given its approval in writing to the Lot Owner. This applies to any and all construction, including paint color of homes, outbuildings, garages, driveways, fences and other construction of any kind. Further, Declarant's approval is required prior to any renovations to existing driveways or structures. If plans are submitted to Declarant, and Declarant does not respond with approval or disapproval within 30 calendar days, then the submitted plans shall be considered approved.

b. No primary residence smaller than 2000 square feet may be constructed on a Lot. All buildings must be conventional ("stick-built") structures; no mobile homes or modular homes are allowed. No structure of a temporary nature, including but not limited to, a trailer of any kind, tent, shack, garage, barn or other outbuilding shall be used as a residence, either temporarily or

permanently (although RVs, campers and similar vehicles are permitted on a Lot as long as they are not permanently occupied). A driveway is required on each Lot, which must be in place before a residence may be occupied. As described above, driveways must be approved by Declarant.

c. Declarant shall retain the above-described construction approval rights and controls as long as Declarant owns one of the Lots, or owns the tract identified by the address of 5822 Greenville Loop Road (described in Deed Book 5160, Page 619, New Hanover County Registry) (hereafter "5822 Greenville Loop"). FURTHER, if one or more of the Members of Hewlett Creek Development Group, LLC -- namely, Daniel K. Thompson, Maria Thompson, Douglas T. Schwarz, and Susan B. Schwarz -- own one of the Lots or own 5822 Greenville Loop, then those Members shall retain the same above described construction approval rights and controls.

d. In the event Declarant has dissolved or is otherwise no longer operating as a business, AND none of the Members of Hewlett Creek Development Group, LLC own a Lot or 5822 Greenville Loop, THEN such construction approval rights and controls, shall be held by the Lot Owners. If such construction approval rights and controls are held by the Lot Owners, each Lot Owner must submit construction and/or renovation plans to both of the other Lot Owners. If plans are submitted to both of the other Lot Owners, and a Lot Owner does not respond with approval or disapproval within 30 calendar days, then the submitted plans shall be considered approved by that Lot Owner. A Lot Owner's submitted plans shall be considered to be disapproved only if BOTH of the other Lot Owners disapprove the submitted plans; if both of the other Lot Owners do not affirmatively disapprove the plans, then the plans are approved and construction/renovation may begin.

4. General Maintenance. All Lot Owners must maintain their Lots, keeping their Lot mowed and clean and free of junk and debris. No junk cars, junk boats, junk appliances or any similar items may be kept on any Lot. No noxious or offensive activity shall be carried on upon a Lot, nor shall anything be permitted which may be or which may become a nuisance or an unreasonable annoyance to the neighborhood.

5. Road Construction and Maintenance; Easement Established; Utilities Easement.

a. The Declarant has built a private driveway from Greenville Loop Road, serving the Lots (the "Private Driveway"), which Private Driveway is shown on the Map. An easement for ingress and egress over and upon the Private Driveway is hereby conveyed to each Lot Owner, which easement shall run with the land and benefit each Lot and each Lot Owner, and their successors and assigns. Each Lot Owner is subject to the terms of a separate Joint Access and Utility Easement and Maintenance Agreement, recorded in the Office of the New Hanover County Register of Deeds, which sets forth the maintenance responsibilities that are shared among Lot Owners as well as owners of other tracts on the Private Driveway

b. The Map also shows the specific utility easement that benefits and burdens each Lot. The Joint Access and Utility Easement and Maintenance Agreement further establishes, and sets forth the terms relating to, the specific utility easements that benefit and burden each Lot.

6. Enforcement of this Declaration. The Declarant and any Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and other terms set forth herein. The prevailing party in any litigation, arbitration or mediation relating to enforcing this Declaration shall be entitled to recover its costs and expenses, including but not limited to reasonable attorneys' fees, from the other party.

7. Livestock prohibited. Horses, pigs, chickens and other livestock are not permitted. Household pets are permitted, but such pets shall be prevented by their owners from creating a nuisance to neighbors.

8. Invalidity of a provision. Invalidation of any one of these covenants by judgment or court order shall not effect the other provisions of this instrument, which shall remain in force.

9. Covenants run with the land. The covenants, conditions, obligations and restrictions imposed by this Declaration shall be construed as covenants running with the land and shall be binding upon each Lot Owner. Each Lot Owner, and his heirs, successors and assigns, shall strictly comply with the provisions of this Declaration. By accepting the conveyance of title, all persons thereby are conclusively presumed to have knowingly accepted and agree to comply with all provisions herein.

10. Amendment. As long as Declarant, or any Member of Declarant, owns at least one Lot or 5822 Greenville Loop, then Declarant or that Member has the authority to modify or amend these covenants without the approval or participation of any other Lot Owner. If neither Declarant nor a Member of Declarant own a Lot or 5822 Greenville Loop, then these Covenants may be amended or modified by the vote of a majority of the Lot Owners, which amendment or modification shall be recorded in the office of the New Hanover County Office of Register of Deeds.

11. Voting. For all voting purposes set forth in these Declarations, the owner or owners of a Lot, regardless of the number, shall be counted as one (1) for the purposes of counting a majority.

12. Construction of Declaration terms. Whenever appropriate herein, the parties shall include their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required in the context. This instrument shall be subject to and shall be construed under North Carolina law.

[Signature page follows]

IN TESTIMONY WHEREOF, the Declarant, Hewlett Creek Development Group, LLC, has executed this Declaration in the manner required by law the day and year first above written.

HEWLETT CREEK DEVELOPMENT GROUP, LLC

By: Daniel K. Thompson
Daniel K. Thompson, member/manager
By: Maria Thompson
Maria Thompson, member/manager
By: Douglas T. Schwarz
Douglas T. Schwarz, member/manager
By: Susan B. Schwarz
Susan B. Schwarz, member/manager

STATE OF NORTH CAROLINA NEW JERSEY
COUNTY OF NEW HANOVER

I, DANIEL M. WHITE, a Notary Public of the County and State aforesaid, certify that ~~Daniel K. Thompson and Maria Thompson~~ ^{** Douglas T. Schwarz and Susan B Schwarz} personally came before me this day and acknowledged that they are members and managers of Hewlett Creek Development Group, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the limited liability company they signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and official seal this 30 day of SEPTEMBER, 2010.

DANIEL M. WHITE
NOTARY PUBLIC OF NEW JERSEY
My commission expires 11/10/2013
Commission Expires 11/10/2013

[Signature]
Notary Public



STATE OF NORTH CAROLINA
COUNTY OF New Hanover

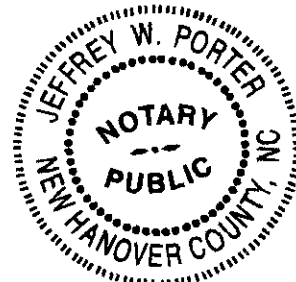
I, Jeffrey W. Porter, a Notary Public of the County and State aforesaid, certify that ~~Douglas T. Schwarz and Susan B. Schwarz~~ ^{* Daniel K. Thompson and Maria Thompson} personally came before me this day and acknowledged that they are members and managers of Hewlett Creek Development Group, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the limited liability company they signed the foregoing instrument in its name on its behalf as its act and deed.

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Witness my hand and official seal this 4th day of October, 2010.

My commission expires: 11-11-2013

[Signature]
Notary Public





JENNIFER H. MACNEISH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 10/25/2010 01:50:29 PM

Book: RE 5519 Page: 2670-2675

Document No.: 2010030020

6 PGS \$26.00

Recorder: JOHNSON, CAROLYN

State of North Carolina, County of New Hanover

PLEASE RETAIN YELLOW TRAILER PAGE WITH ORIGINAL DOCUMENT.

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