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LOIS C LERAY
REGISTRAR
NEW HANOVER CO., N.C.

Drawn By Robert Calder

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS
COVERING LOTS IN A REVISION
OF BRADLEY CREEK EAST SUB-
DIVISION

KNOW ALL MEN BY THESE PRESENTS, the undersigned
owner of all of the lots in that certain subdivision in
Harnett Township in New Hanover County, North Carolina,
known as "Revision of Bradley Creek East" Subdivision as
the same is shown on map or plat prepared by Jack G. Stocks,
Registered Land Surveyor, recorded in the Office of the
Register of Deeds of New Hanover County in Map Book 18 at
Page 72 in the New Hanover County Registry, in order to
promote a uniform and harmonious development of said sub-
division as a desirable residential community do hereby
covenant and agree with all persons, firms, or corporations
now owning or hereafter acquiring any lots in the above
mentioned subdivision, that the use of all of said lots is
hereby made subject to the following restrictions or
restrictive covenants, which shall run with the land, and
be binding upon said lots and whomsoever owns the same,
to-wit:

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RETURNED TO

Samara D. Spivey

1. DEFINITIONS. As used in this Declaration of Restrictions the following terms shall have the following meanings:

(a) Grathwol means W. H. Grathwol and wife, Ann F. Grathwol who are the owners and developers of the subdivision.

(b) "Recording" refers to record or recording in the Office of the Register of Deeds for New Hanover County, North Carolina.

(c) "Property" generally means the lands known as "Revision of Bradley Creek East" as shown on map recorded in Map Book 18 at Page 72 in the Office of the Register of Deeds of New Hanover County, North Carolina, the same being in Harnett Township in New Hanover County, North Carolina.

(d) "Residential Lots" or "Lots" means those portions of the property specifically allocated, platted or recorded as lots for sale or use as single family residences.

(e) "Restrictions" shall mean the restrictions and covenants set forth in this Declaration of Restrictions.

2. APPLICABILITY. These Restrictions shall apply to all lots in this subdivision.

3. RESERVATIONS. Grathwol reserves the right absolutely to change, alter or redesignate the allocated, planned, platted or recorded use or designation of any property (so long as Grathwol retains title to said property) on any of the lands known as "Revision of Bradley Creek East", including, but not limited to, the right to change, alter or redesignate roads, utility and drainage facilities, and to change, alter or redesignate such other present and proposed amenities or facilities as may, in the sole judgment of Grathwol, be necessary or desirable.

4. BUILDING AND SITE IMPROVEMENTS. No building, fence, wall or other structure shall be erected, placed or altered on any lot, nor shall the grade or elevation or physical characteristics of any such lot, or portion thereof, be altered in any way whatsoever, until the proposed building plans, specifications, exterior colors and finishes, site and grading plan (showing the proposed location of such building or structure, drives, parking areas and proposed alterations to the grade, elevation or physical characteristics of the site), and construction schedule shall have been approved in writing by Grathwol. Refusal or approval of any such plans, location or specifications may be based by Grathwol upon any ground, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of Grathwol shall seem sufficient.

5. APPROVAL OF PLANS. (a) No house plans will be approved unless the proposed house contains the minimum required square footage of enclosed dwelling area. Such minimum requirements for each lot will be 2000 square feet of enclosed dwelling area. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas; provided further, that shed type porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area." If for any reason any deed recorded might not specify the minimum required square footage of enclosed dwelling area, the minimum for said house will be 2,000 square feet. However, if the footage in the deed specifies otherwise, such amount shall be controlling.

(b) Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines are established by these Restrictions except as set out herein as to

minimums. In order to assure, however, that the foregoing considerations are given maximum effect, Grathwol reserves the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot with the provision that such will be at least 50 feet from the street and at least 25 feet from the side lines.

(c) Grathwol reserves a perpetual, alienable and releasable easement and right, on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, TV cable facility, gas, sewer, water or other public conveniences or utilities on, in or over the rear 10 feet of each lot and 10 feet along one side of each lot and such other areas as are shown on the applicable plat. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary in the opinion of Grathwol to provide economical and safe utility installation.

(d) In the event that a lot owner shall decide, after acquiring a lot, to sell the same, he shall first offer the lot to Grathwol for the price and on the terms of the intended sale. Grathwol shall have thirty (30) days from such offer in which to accept or reject the same. This provision shall inure to the benefit of Grathwol, its successors and assigns, shall continue in force and effect for a period of two years after conveyance of title to the lot owner, and at the expiration of such period shall be of no further force or effect. Grathwol may release its interest under this option at any time within its sole discretion, and does hereby subordinate its interest under said option in favor of a Savings and Loan Association or Bank or Mortgage Company or the making of a construction loan or permanent loan secured by deed of trust on said property.

(e) Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facilities.

(f) Each lot owner shall provide space for off street parking for not less than three passenger automobiles prior to the occupancy of any dwelling constructed on said lot. Said parking areas and the driveways thereto shall be in accordance with reasonable standards and constructed of concrete, asphalt, crushed stone, or similar surfaces.

(g) No trees exceeding three inches in diameter measured two feet above the ground, bushes, shrubs, or other vegetation whatever, may be removed from any lot without prior written approval of Grathwol based upon a site plan, landscaping plan or planting plan submitted to Grathwol.

(h) No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling not to exceed two (2) stories in height, and one or more small accessory buildings (which may include a detached private garage, but not garage apartments); provided further, that such buildings are not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

(i) No domesticated animals shall be kept on the property other than household pets.

6. RESIDENTIAL USE. (a) All lots shall be used for residential purposes exclusively. No home business or occupation shall be permitted, with the exception of an office in the home on Lots 7 and 8.

(b) No trailer, tent or other structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by a contractor during the construction of a main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

(c) No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

(d) Prior to the occupancy of a residence on any lot, proper and suitable provisions shall be made for the disposal of sewage by means of a septic tank or other method, provided that any such method must be approved by State or County health authorities.

(e) All wells and housings for pumps are to be located behind the rear line of the house.

7. MAINTENANCE. (a) It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

(b) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

8. SIGNS. No sign of any character shall be displayed on any lot except

(a) A temporary "For Sale" sign,

(b) A property or owner identification sign not exceeding a combined total of two (2) square feet.

9. SUBDIVIDING. (a) No lot shall be subdivided, or its boundary lines changed except with the prior written consent of Grathwol. However, Grathwol hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the recorded plat of the subdivision in order to create a modified building lot or lots; and to take such steps as are reasonably necessary to make such replatted lot suitable and fit as a building site, said steps to include, but not be limited to, the relocation of easements, walkways and rights-of-way to conform to the new boundaries of the said replatted lots, provided that no lot originally shown on the recorded plat is reduced by more than twenty (20) percent from its original size, and provided further that this provision shall be subject to Section Three (3) of these Restrictions.

10. COVENANTS RUN WITH THE LAND. All covenants, restrictions and affirmative obligations set forth in these Restrictions shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of Grathwol, for a period of forty-five (45) years from the date hereof after which time all said covenants shall be automatically extended for successive periods of forty-five (45) years, unless an instrument signed by a majority of the then owners of lots (not including mortgagees or trustees under deeds of trust) substantially affected by such changes in covenants, has been recorded, agreeing to change said covenants in whole or in part.

11. VIOLATIONS. In the event of a violation or breach of any of these Restrictions by any lot owner, or agent of such owner, Grathwol or the owner of any other property in "Revision of Bradley Creek East", or any of them jointly or severally, shall have the right to proceed at law or equity to compel a compliance to the terms hereof or to prevent the violation or breach, and, in addition to the foregoing, shall have the right, whenever there shall have been built on any lot any structure which is in violation of these Restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce

- any right, reservations, restrictions, or condition contained in these Restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.
12. INVALIDATION. The invalidation by any court, agency or legislation of any provision of these Restriction shall in no way affect any of the other provisions of these Restrictions, but they shall remain in full force and effect.
13. MODIFICATIONS. Grathwol specifically reserves the right to amend or change any part or all of the restrictions, covenants and conditions herein set out by the filing in the Office of the Register of Deeds of New hanover County a declaration of amended restrictive covenants, which such amendments, modifications or additions to the restrictive covenants contained in this Declaration shall be made applicable only to lots conveyed subsequent to the recording of such declaration of amended restrictive covenants, or by modifications contained in deeds conveying said lots.
14. ABSENCE OF DEDICATION TO PUBLIC USE. Nothing in these Restrictions, nor in the recording of any plat or deed pursuant hereto, shall dedicate (or be deemed to dedicate) to public use common lands, or other grounds.
15. No fence shall be erected on any lot nearer the street than the rear line of the house erected on said lot, unless the fence is deemed decorative in the sole judgment of Grathwol and exception is given in writing by Grathwol or their heirs or assigns.
16. No hedge row, shrubbery or other screening may be planted more than 10 (ten) feet in front of the front house line of any house erected on said lot unless said planting is maintained at a height above the ground not to exceed 4 (four) feet.
17. Any structure erected on the lands herein conveyed shall be of wood, stone, brick veneer, tile, stucco, concrete and stucco, or asphalt shingles, and the design shall be subject to the approval of the grantors or their agent.
18. It shall be the obligation of the grantees to provide adequate drainage of the lands herein described to the end that the property of the grantors located adjacent to the land herein described shall not be subjected to other than natural flow of drainage presently existing.
19. The developer reserves the right to subject the real property in this subdivision to contracts with electric, telephone, cable TV, and other utilities for the installation of underground cables, wires, pipes or other necessary conduits for utilities, any of which may require an initial payment and continuing monthly payments for the use thereof by the owners of residences in the subdivision.
20. The owners of any lots in this subdivision by their acceptance of deed to such lot, as a charge appurtenant to said lot and as a charge running with the land agree to pay a pro-rata part or share in the cost of maintaining the private road system which the lot adjoins, each of the thirteen (13) lots in the subdivision to be charged a 1/13th of the total cost for such maintenance. The obligation of the owner of the lot to pay the pro-rata share chargeable to such lot for the maintenance of the private road system may be enforced by legal action by the owner of any other lot or lots in the subdivision, and when any such suit is filed, together with notice of the pendency of the action, or Lis Pendens, the street maintenance charge shall at such time become a lien on the lot by whomsoever owned, and such lien may be foreclosed in this same manner as provided by Statute for the foreclosure of liens for labor or material. Unpaid road maintenance provided, however, that the lien of any such assessments on any lot shall be subordinate to the lien of any first mortgage or deed of trust covering said lot. Unpaid street maintenance charges shall bear interest from the date due at the rate of Twelve (12%) percent per annum until paid.

IN WITNESS WHEREOF, W. H. GRATHWOL and wife, ANN F. GRATHWOL have hereunto set their hands and seals this the 10th day of June, 1980.

W. H. Grathwol (SEAL)
W. H. Grathwol

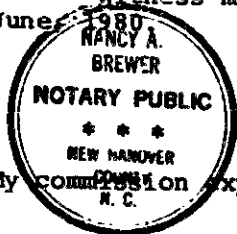
Ann F. Grathwol (SEAL)
Ann F. Grathwol

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Nancy A. Brewer, a Notary Public in and for the State and County aforesaid, do hereby certify that W. H. GRATHWOL and wife, ANN F. GRATHWOL, personally appeared before me this date, and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal or Stamp, this the 10th day of June, 1980



Nancy A. Brewer
Notary Public

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

The foregoing certificate of Nancy A. Brewer, a Notary Public of New Hanover County, is certified to be correct.

This the 11 day of June, 1980.

LOIS C. LERAY, REGISTER OF DEEDS

By Susan D. Moore
Deputy - Assistant

Received and Recorded
6-11-80 at 11:04 AM
Lois C. Leray
Register of Deeds