

COUNTY OF NEW HANOVER

DECLARATION OF RESTRICTIONS
MAY 20 12 54 PM '70

KNOW ALL MEN BY THESE PRESENTS:

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

THAT the undersigned are the owners of all of the interest and equity in that tract of land known as Bradley Park, and it is the desire of Bradley Park, Inc., the developer of this land, agreed to by the other parties hereto to insure the use of said property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners;

THEREFORE, the undersigned do hereby covenant, agree and declare to and with all persons, firms, or corporations now owning or hereafter acquiring any property in Bradley Park, that all of the lots in said subdivision as shown on a map recorded in Map Book 11, at Page 22, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

1. All lots shall be known as single-family residential lots, and shall be used for residential purposes only. No structure shall be erected, altered, placed, or permitted to remain on any such lot other than one detached single family dwelling not to exceed 2 1/2 stories in height and a private garage for not more than 3 cars, and other out-buildings incidental to the residential use of the plot, including servants' quarters.
2. No part of any building erected on any lot herein conveyed shall be nearer than 25 feet to the front property line, nor nearer than 10% of the front width of said lot to any side boundary line. Provided, however, if the owner of two or more lots shall elect to use them for one residence, the boundary line or lines between the lots so used shall not be regarded as side boundary lines of the lots. In the event of the unintentional violation of any of the building line restrictions herein set forth, the party of the first part reserves the right by and with the mutual written consent of the owner or owners for the time being of the lot or lots affected thereby to change such restrictions accordingly, provided, however, that such change shall not exceed ten percent of the marginal requirement of such building line restrictions.
3. No residence shall be constructed or located on said property smaller than 900 square feet of heated floor space on the main floor, which shall be exclusive of porches, steps, walks, breezeways, carports, garages, et cetera.
4. All water to be used in said subdivision for any purpose whatsoever shall be obtained from the community water system unless other sources are approved by the City-County Board of Health and Quality Water Supply, or their successors.
5. No house trailer, tent, shack or temporary structure shall be located on said lot or used at anytime as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
6. Sewage disposal shall meet the approval and comply with the regulations of the North Carolina State Board of Health.
7. The grantor reserves for itself, its successors and assigns, an easement in and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, or other utilities including water and sewer service.
8. No noxious or offensive trade or activity shall be carried on or maintained on any lot of part of any lot, nor shall any use be made of any portion of said property which may be or become an annoyance or nuisance to the neighborhood. No domesticated farm animals or fowls shall be kept on the property. In the event yards are not properly maintained, they shall be cleaned up at the owner's expense. Unsightly inoperative junk cars and like eyesores cannot be maintained on the property either prior to or after the residence has been erected.
9. No signboards of any description shall be placed or displayed on any residential lot except signs "For Rent" or "For Sale", which signs shall not exceed 2 feet by 3 feet in size.

10. No fence or other obstruction shall extend nearer the street than the front setback line of the main dwelling, and no fence shall extend more than four (4) feet in height.

11. No lot as shown by the official plat of the above lots shall be re-subdivided unless such part of the subdivided lot becomes a part of a whole lot and the remainder of the subdivided lot becomes a part of another whole lot.

12. These restrictions are subject to being altered, modified, cancelled or changed at any time, as to said subdivision as a whole, or as to any subdivided lot or part thereof, by written document executed by Bradley Park, Inc, or its successor in title and by the owners of not less than sixty (60) per cent of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Register of Deeds office of New Hanover County, North Carolina, but if not so modified shall remain in effect until September 1, 1999.

13. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants herein which shall remain in full force and effect.

14. If the parties hereto, or any of them, of their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person, or persons, owning any real property situate in said subdivision to prosecute any proceedings at law or in equity against the person, or persons, violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

IN TESTIMONY WHEREOF, the individual parties have hereunto set their hands and seals and the corporate parties have caused this instrument to be executed in their respective corporate names by their respective Presidents or Vice Presidents, sealed with their respective corporate seals, and attested by their respective Secretaries or Assistant Secretaries, all as duly authorized this 7th day of July, 1969.

Gerrit Swart (SEAL)
Gerrit Swart

Willie Ruth Swart (SEAL)
Willie Ruth Swart

J. H. Ferguson (SEAL)
J. H. Ferguson, Trustee
BRADLEY PARK, INC.



Peter Allen Depland (SEAL)
Secretary BY: Peter Allen Depland President

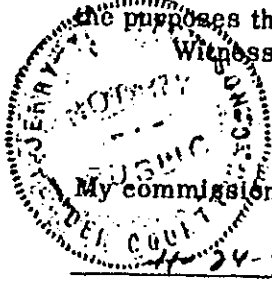
ATTEST: K. Neal Hunt
Assistant Secretary WACHOVIA BANK & TRUST COMPANY, N. A.
BY: P. Donald Pease Vice President



COUNTY OF NEW HANOVER

I, Jerry Y. Thomason, a Notary Public in and for the State of N.C. and County of New Hanover do hereby certify that Gerrit Swart and wife Willie Ruth Swart personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notary seal this 18th day of July, 1969.



Jerry Y. Thomason
Notary Public

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Jerry Y. Thomason, a Notary Public in and for the State of N.C. and County of New Hanover do hereby certify that J. H. Ferguson, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notary seal this 18th day of July, 1969.



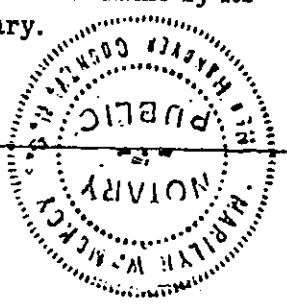
Jerry Y. Thomason
Notary Public

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Marilyn W. McKoy, a Notary Public in and for the State and County aforesaid do hereby certify that Anne O. Depland personally appeared before me this day and acknowledged that she is Secretary of Bradley Park, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

Witness my hand and notary seal this 7th day of July, 1969.



Marilyn W. McKoy
Notary Public

My commission expires:

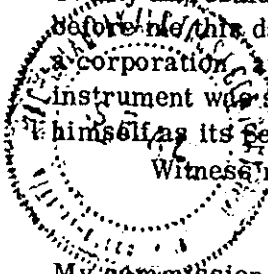
May 31, 1970

STATE OF NORTH CAROLINA

Wake
COUNTY OF NEW HANOVER

I, Gayle Yates, a Notary Public in and for the State and County aforesaid do hereby certify that K. Neal Hunt personally appeared before me this day and acknowledged that he is Secretary of Wachovia Bank & Trust Company, N. A., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its secretary.

Witness my hand and notary seal this 19 day of July, ~~1969~~ February 1970.



Gayle Yates
Notary Public

My commission expires:

12-22-74

STATE OF NORTH CAROLINA
New Hanover County
The Foregoing Certificates of Jerry Y. Thomason, Marilyn W. McKoy, & Gayle Yates, Notaries Public are certified to be correct.

This the 26 day of May 19 70

Drawn By Franklin N. Jackson,
Lois C. LeRay, Register of Deeds,
By Jessie B. Hinson, Dep.

Received and Recorded
May 26, 1970 at 12:54 P. M.

Lois C. LeRay
Register of Deeds