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BOOK _____ PAGE _____
FILE NO. _____

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STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

LOIS C LERAY
REGISTRAR
NEW HANOVER CO. N.C.
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned owners and developers, in connection with the development of the subdivision known as Bradley Pines in New Hanover County, North Carolina, do hereby place the following restrictions and covenants upon all of the lots in said subdivision, a map of which will in the future be recorded in the New Hanover County Registry:

1. The lot shall not be put to any use other than for residential purposes, and no more than one residence shall be erected on the lot.
2. No portion of the lot shall be used for a roadway, either public or private, except that a portion of the lot may be used as a driveway incidental to the normal residential use of the lot.
3. No residence improvements or alterations shall be constructed or started on the lot until the construction plans and specifications and a plan showing the location of the structure or structures on the lot have been submitted in writing and approved by Doris Ayers, her heirs, successors or assigns; provided, however, if plans are submitted for approval and after a period of thirty (30) days from the delivery thereof no action has been taken on them, either giving approval, disapproval or a request for modification of the plans, then the plans shall be deemed to be approved, so long as the dwelling or structure is in general conformity with the other dwellings and structures in the subdivision and so long as the dwelling is not nearer than fifty (50) feet to the front street line of the lot and no fencing, except fencing erected for decorative purposes, extends nearer to said front line than the front line of the dwelling, and the dwelling contains not less than 1,700 square feet of heated living area, excluding garages and porches.
4. No activity shall be conducted on the lot which may be or may become an annoyance or nuisance to the neighborhood. Unsightly inoperative junk cars and like eyesores cannot be maintained on any lot or any road, either prior to or after a dwelling has been erected on the lot; and any such auto-

mobiles may be removed by Doris Ayers, her heirs, assigns or nominee, at the owner's expense.

5. No structure of a temporary character, trailer, mobile home, tent, shack, garage, garage apartment, barn or other outbuilding shall be used on any lot as a residence, either temporarily or permanently, either for the owners of said tract or servants or any other person or persons.

6. The lot and all buildings, structures and their appurtenances shall be maintained in a suitable state of repair, and in event of destruction by fire or other casualty, the premises are to be cleared and debris removed within 120 days from the date of such casualty.

7. No hogs, cattle, sheep, goats, horses, poultry or other live-stock shall be raised, bred or kept on any lot; however, dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and that they are not kept in such numbers or such a nature as to be, or become, a nuisance to the adjoining property owners.

8. The lot shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste; and such materials may not be kept on the lot except in sanitary containers. Any incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and stored so as not to normally be visible from the street or road adjoining the property.

9. The lot shall not be subdivided without the express written consent of Doris Ayers, her heirs, successors or assigns.

10. No signs of any description shall be placed on the lot, with the exception of a sign advertising the property for rent or for sale, which sign shall not exceed two feet by three feet in size.

11. The exterior of any residence or other improvements or alterations commenced on the lot must be completed within six (6) months of the commencement of the same, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national

emergencies or national calamities. No structure shall be used at any time, either temporarily or permanently, as a residence until the exterior is completed in accordance with this paragraph and all sanitary facilities are fully operative. Sewage disposal shall be by septic tank until a sewage disposal system becomes available to the lot.

12. The lot owner shall provide off-street parking for all automobiles being used by occupants of the lot.

13. These covenants, restrictions and affirmative obligations shall run with the land and be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date hereof. In the event of a violation or breach of any of these covenants and restrictions, the owner or owners of any other lots made subject to the same restrictions and coming out of the same piece of land as this lot, formerly owned by Doris Ayers, James T. Ayers, Verma C. Garner (Steele), Kimberly Rae Bridges and Doane Marie Bridges, shall have the right to proceed at law or equity to compel compliance with the terms hereof, to prevent the violation of the same or to recover damages for failure of compliance or violation.

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

15. Invalidation by any court, agency of legislation of any provision of these restrictive covenants shall in no way affect any of the other provisions and they shall remain in full force and effect.

IN WITNESS WHEREOF, Doris Ayers, James T. Ayers, Verma C. Garner Steele, Kimberly Rae Bridges and Doane Marie Bridges have hereunto set their hands and seals the 10th day of *April*, 1979.

Doris Ayers (SEAL)
Doris Ayers

James T. Ayers (SEAL)
James T. Ayers

Verma C. Garner Steele (SEAL)
Verma C. Garner Steele

Kimberly Rae Bridges (SEAL)
Kimberly Rae Bridges

By: James T. Ayers
Attorney in Fact

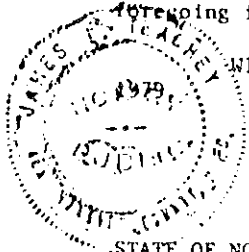
Doane Marie Bridges (SEAL)
Doane Marie Bridges

By: James T. Ayers
Attorney in Fact

STATE OF NORTH CAROLINA

COUNTY OF

I, James F. Teaching, a Notary Public in and for the state and county aforesaid, do hereby certify that Doris AYERS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



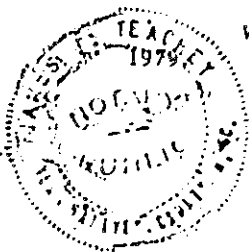
WITNESS my hand and official seal this 10th day of April.

James F. Teaching
Notary Public
My commission expires: 2/14/83

STATE OF NORTH CAROLINA

COUNTY OF

I, James F. Teaching, a Notary Public in and for the state and county aforesaid, do hereby certify that JAMES T. AYERS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



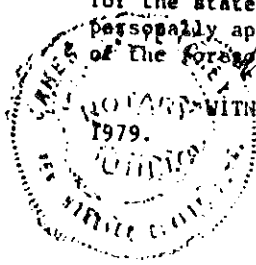
WITNESS my hand and official seal this 10th day of April.

James F. Teaching
Notary Public
My commission expires: 2/14/83

STATE OF NORTH CAROLINA

COUNTY OF

I, James F. Teaching, a Notary Public in and for the state and county aforesaid, do hereby certify that VERMA C. GARNER STEELE, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



WITNESS my hand and official seal this 11th day of April, 1979.

James F. Teaching
Notary Public
My commission expires: 2/14/83

STATE OF NORTH CAROLINA

COUNTY OF

I, James F. Teaching, a Notary Public in and for the State and County aforesaid, do hereby certify that DORIS G. AYERS, attorney in fact for KIMBERLY RAE BRIDGES, personally appeared before me this day and, being by me duly sworn, says that she executed the foregoing instrument for and in behalf of said KIMBERLY RAE BRIDGES, and that her authority to execute and acknowledge said instrument is contained in a written power of attorney recorded April 24, 1978, duly executed and acknowledged by her and recorded in the Registry of New Hanover County in Book 1129 at Page 1370, and that this instrument was executed under and by virtue of the power and authority given by said instrument granting her power of attorney; and I further certify that the said DORIS G. AYERS, attorney in fact as before mentioned, acknowledged the due execution of the foregoing instrument for the purposes therein expressed in the name of and for and in behalf of the said KIMBERLY RAE BRIDGES.



WITNESS my hand and seal this 10th day of April, 1979.

James F. Teaching
Notary Public
My commission expires: 2/14/83

STATE OF NORTH CAROLINA

COUNTY OF

I, James F. Teaching, a Notary Public in and for the State and County aforesaid, do hereby certify that DORIS G. AYERS, attorney in fact for DOANE MARIE BRIDGES, personally appeared before me this day and, being by me duly sworn, says that she executed the foregoing instrument for and in behalf of said DOANE MARIE BRIDGES, and that her authority to execute and acknowledge said instrument is contained in a written power of attorney recorded April 24, 1978, duly executed and acknowledged by her and recorded in the Registry of New Hanover County in Book 1129 at Page 1367, and that this instrument was executed under and by virtue of the power and authority given by said instrument granting her power of attorney; and I further certify that the said DORIS G. AYERS, attorney in fact as before mentioned, acknowledged the due execution of the foregoing instrument for the purposes therein expressed

in the name of and for and in behalf of the said DOANE MARIE BRIDGES.

WITNESS my hand and seal this 10th day of April, 1979.



James F. Teachey
Notary Public
By commission expires: 2/14/83

STATE OF NORTH CAROLINA
New Hanover County s
The foregoing Certificate of _____
James F. Teachey, a _____
Notary Public, are _____
certified to be correct.
This the 19 day of April, 19 79
Drawn By PBB&B

Lois C. LeRay, Register of Deeds
By Darlene J. Clark, Deputy

Received and Recorded
4-19-79 at 10:34 A.M

Lois C. LeRay
Register of Deeds vc

Prepared by: POISSON, BARNHILL, BUTLER & BRITT
Post Office Box 807
Wilmington, North Carolina 28402