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RECORDED AND INDEXED
MARY SUE DUFF
REGISTER OF DEEDS
NEW HANOVER CO. N.C.

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| <p>STATE OF NORTH CAROLINA</p> <p>NEW HANOVER COUNTY</p> | <p>PROTECTIVE COVENANTS FOR BRADLEY PLACE</p> |
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PREAMBLE

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In order to promote uniform and harmonious development of that tract of land described in the deed recorded in Deed Book 1578, at Page 7, and shown on a map recorded in Map Book 33 at page 348, both deed and map recorded in the Registry of New Hanover County, North Carolina, as a desirable residential community, the undersigned Developers declare that the above tract is made subject to the following restrictions, covenants, easements, charges, conditions and agreement of association, which shall be for the benefit of the above property and each owner thereof, be appurtenant to the ownership of any portion of the above property, run with the ownership of every portion of the above property, and be binding upon each portion of the above property and each owner and his successors in interest.

I. DEFINITION OF TERMS.

For the purposes of this declaration, the following terms are defined as:

- A. "Association" means the Bradley Place Lot Owner's Association, an unincorporated non-profit association, established by this declaration and any extension of this declaration.
- B. "Developer" means Lawrence S. Boehling and Steven V. Boehling, and their successors in title and assigns.
- C. "Enclosed Dwelling Area" means the total enclosed area within a dwelling excluding garages, boat sheds, terraces, decks, unenclosed porches, shed-type porches regardless if attached or enclosed, and other like areas.
- D. "Lot" means any lot created from the above described property.
- E. "Owner" means the owner of record of any portion of the above property except those holding a security interest in any portion.
- F. "Subdivision" means the subdivision of the land shown on a map recorded in Map Book 33, at Page 348, of the Registry of New Hanover County, North Carolina, which shall be known as Bradley Place, or any modifications or additions.

II. RESTRICTIONS.

- A. RESERVATIONS. Developer reserves the right to change, alter or redesignate the allocated, planned, platted, or recorded use, area, or designation of any of the property, held by Developer, shown on any map of Bradley Place, 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 lot lines and facilities as may, in the sole judgment of Developer, be necessary or desirable.

RETURNED TO
 Boehling + Heckart
 Attorneys At Law
 100 E. Wilmington Street
 PO DRAWER 1416
 BURGAW NC 28425-1416

- B. BUILDING AND SITE IMPROVEMENTS.** No building, fence, wall or other structure shall be erected, placed or altered on any residential Lot, nor shall the grade or elevation or physical characteristics of an 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 Developer. Refusal of approval of any such plans, locations or specifications may be based by Developer upon any ground, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of Developer shall seem sufficient. Without the prior written consent of Developer, no changes or deviations in or from such plans or specifications as approved shall be made. No alterations in the exterior appearance of any building or structure, or in the grade, elevation or physical characteristics of any lot, shall be made without like approval by Developer. One copy of all plans and related data shall be furnished Developer for its records. Developer shall not be responsible for any structural or other defects in plans or specifications submitted to it or on any structure erected according to such plans and specifications approved by it, however, if plans are submitted and after thirty days no action has been taken on them, either giving approval, disapproval or request for modification, then the plans shall be deemed to be approved so long as they conform with the requirements in the following section designated "H.C."
- C. APPROVAL OF PLANS.**
1. No house plans will be approved unless the proposed house will have the minimum required square footage of Enclosed Dwelling Area established by Developer for the lot on which the house is to be constructed. The minimum square footage requirements for each lot may be specified in each deed from Developer, but shall be not less than one thousand eight hundred (1,800) square feet, and shall be the foregoing minimum if not set out in the deed from Developer. If the square footage requirement in the deed specifies otherwise, the footage set out in the deed shall be controlling.
 2. Since the establishment of standard building set back lines for all lots in a subdivision for location of houses on lots tends to be too inflexible and can have a detrimental effect on privacy, preservation of trees and other vegetation and ecological and other related considerations, no specific setback lines are established by these restrictions, but in order to assure that the foregoing considerations are given maximum effect, Developer shall have the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot.
 3. No concrete block, concrete brick, log, masonite siding, asbestos siding, tar paper or cinder block, except foundation walls, shall be used for the exterior of any residence. It is intended that only conventional frame, clay brick, stone or stucco exterior residences be constructed.
 4. The exterior of all houses and other structures must be completed within twelve (12) months after the construction is commenced, except under such circumstances where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

5. Each lot owner shall provide receptacles for garbage and trash in a screened area not generally visible from the road giving access to the premises, or provide underground trash and garbage receptacles or similar facilities in accordance with reasonable standards established by Developer. All fuel tanks, clothes lines and wood piles are to be enclosed within a fence, wall or plant screen so that they are not visible from any street or other residence in the Subdivision.
6. Off-street parking for two automobiles shall be established by the owner of each lot prior to the occupancy of a dwelling constructed thereon.
7. No structure, except as provided below, shall be erected or permitted to remain on any lot, other than a detached single family dwelling, not to exceed two and one-half stories in height, unless Developer approves in writing a structure more than two and one-half stories, and one or more small accessory building (which may include a detached private garage, cabana, servants quarters or guest facilities), provided (1) the use of the dwelling or accessory buildings does not in the opinion of Developer overcrowd the site and (2) that such buildings are not used for any activity normally conducted as a business. No accessory building may be constructed prior to the construction of the main building.

D. RESIDENTIAL USE.

1. All lots shall be used for residential purposes exclusively.
2. No commercial business shall be maintained on the property conveyed.
3. No trailer, mobile home, tent or other structure of a temporary character shall be placed upon any lot at any time, except by a contractor or builder during the construction of the main dwelling house. Such temporary structure may not be used as residences or remain on the lot after the completion of construction.
4. No fuel tanks or similar storage receptacles may be exposed to view. Such receptacles may be installed only within the main dwelling house, within a permitted accessory building, within a screened area, or buried underground. This restriction shall not prevent Developer from placing tanks or other apparatus on the property for providing water, sewage disposal, or other utilities to the Subdivision and adjoining lands.

E. WATER SUPPLY AND SEWAGE DISPOSAL.

1. If a community water supply system is established, all water for human consumption and use within the buildings on any lot, shall be obtained only from the community water supply system. Owners of a lot to which water is made available, shall within 60 days after being notified by the utility company that the water is available at the lot, pay the established charge for making connection with the water supply system and thereafter use only water furnished by the community water supply system for human consumption and use within any buildings on said lot. Wells may be maintained on any lots for outside sprinkler systems and yard and garden use.
2. Prior to the occupancy of any residence on such lot, connection for sewage disposal purposes shall be made with the community sewage disposal system and the established connection charges paid to such community sewage disposal system or company. No septic tanks, grease traps or other similar facilities shall be used on any lots for sewage disposal.

- F. ELECTRICAL/UTILITY SUPPLY.** Developer reserves the right to subject the real property in Subdivision to a contract with Carolina Power and Light or any other applicable electrical utility company for the installation of street lighting which may require a continuing monthly payment to said utility company by each customer within Subdivision, or may be collectible from the Bradley Place Lot Owner's Association in the discretion of the developer. All electrical, telephone, and cable transmission lines shall be placed underground.
- G. MAINTENANCE.**
1. It shall be the responsibility of each lot owner to prevent the development on his lot of any unclean, unsightly or unkept buildings or grounds which will tend to substantially decrease the beauty of the neighborhood as a whole or of the specific area.
 2. All buildings, structures and their appurtenances shall be maintained in a reasonable state of repair. In the event of damage to a building or other structure by fire or other casualty, the exterior of the building or structure must be repaired within six months or the building or structure demolished and the premises cleared of debris within six months of the date the damage occurred.
- H. NUISANCES.**
1. 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. No plants or animals, or devices or things whose normal activities or existence is 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 shall be kept. No inoperative motor vehicles shall be parked or maintained on any of the streets or roads in the Subdivision or on a lot in a location so as to be visible from the street or from any adjoining lots. Any such automobiles found on any street or lots in violation of this provision, may be removed by Developer or Association at the lot owner's expense.
 2. Lot owners shall be permitted to keep no more than three dogs, and two cats so long as they are not kept for a commercial purpose. Any lot owner shall have the right to have loud-barking dogs abated by any legal remedy. No animals shall be permitted to habitually roam the property. All quarters for maintaining animals shall be kept reasonably free of odor and infestation.
 3. No unlicensed vehicles, including but not limited to motorcycles, go-carts, three- and four-wheelers and skate boards, shall be allowed on any roads in the Subdivision.
- I. SIGNS.** Without the prior written permission of Developer, no sign of any character shall be displayed on any lot except for a property identification sign not exceeding two (2) square feet and a "For Sale" or "For Rent" sign not exceeding six (6) square feet. Developer may erect or maintain signs necessary to the business of developing the Subdivision.
- J. SUBDIVIDING.** With the exception of lots owned by Developer, no lot shall be subdivided, or its boundaries changed without the prior written consent of Developer.

- K. **FILLING OF LOTS.** No lot shall be filled without the prior written approval of Developer and the appropriate State and Federal agencies.
- L. **USE OF LOT AS STREET.** No lot may be used as a street, road, lane, way or easement over which access may be obtained to adjacent properties without written consent of Developer except for the easements shown on Map Book 33 at page 348 of the New Hanover County Registry and except for the easements established by these restrictive covenants.
- M. **CULVERTS.** No culvert or pipe shall be placed in any street or road, ditch or drain unless it meets the standards required by the North Carolina State Highway Commission for similar culverts or pipes in roads being maintained by the State Highway Commission at the time of such installation.
- N. **EASEMENTS.**
1. Developer reserves a perpetual, alienable and releasable easement to erect, use, inspect and maintain electric and telephone poles, wires, cables, conduits, sewers, water mains and pipes and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewage, water or other community utilities or conveniences, in and over the front and rear ten feet of each lot, ten feet along the side lines of each lot and such other areas as may be shown on the recorded map of the Subdivision, together with the right to cut drain ways for surface water whenever it appears to Developer necessary to maintain reasonable standards of health, safety and appearance. These easements and rights of way expressly include the right to cut trees, bushes, or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health safety and appearance. Developer further reserves the right to locate wells, pumping stations, tanks and any other similar fixtures or facilities reasonably necessary for use in connection with a community water or sewage disposal system on any street or road or on any lot owned by Developer or upon a lot not owned by Developer with the written permission of the owner of the lot. Such rights may be exercised by any assignee or licensee of Developer or any corporation, association, or individual holding a franchise from the State Utilities Commission for the operation of a water supply or sewage disposal system in the Subdivision.
 2. No easements to other property may burden this property without the written permission of Developer.
- O. **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 unto them for a period of twenty (20) years from the date of recording, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless an agreement to a change is executed by a majority of the then owners of lots in the subdivision and is recorded in the Registry of New Hanover County.

- P. **VIOLATIONS.** In the event of a violation or breach of any of these restrictions by any lot owner or any other person, Developer or the owners of any other property in Bradley Place, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach of these restrictions and/or to recover damages as compensation for a breach or violation of these restrictions. In addition to the foregoing, Developer or the Association shall have the right, whenever there is a violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owners of the lot, if after thirty (30) days written notice of such violation made to the owners of such lot, the violation has not been corrected. Any such entry and abatement or removal shall not be deemed a trespass. Any failure to enforce any right, reservations, or conditions 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.
- Q. **INVALIDATION.** The invalidation by any court, agency or legislation of any provision of these restrictions shall in no way affect any of the other provisions of these restrictions, but they shall remain in full force and effect.
- R. **MODIFICATIONS.** Developer reserves the right to amend or change any part or all of the restrictions, covenants and conditions contained 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 conditions shall be made applicable to the conveyance of lots made subsequent to the recording of such Declaration of amended restrictions.
- S. **ASSOCIATION RIGHTS AS TO RESTRICTIONS.** At the time that Developer has sold all lots in the Subdivision, the duties and rights of approval and modification held by Developer shall devolve upon the Board of Directors of the Association. Developer may transfer these duties and authority to the Board sooner by agreement with the Board.

III. BRADLEY PLACE LOT OWNER'S ASSOCIATION

- A. **ESTABLISHMENT.** By the recording of this instrument, there is established an unincorporated, non-profit, membership association known as Bradley Place Lot Owner's Association. Every owner of a lot in Bradley Place by the acceptance and recording of deed in the New Hanover County Registry shall become a member of the Association upon the date of recording.
- B. **MAINTENANCE AND CONTROL OF EASEMENT AREAS.**
1. Subdivision roads shall be located within the boundaries of the access easement shown on the plat of Bradley Place Subdivision, and shall be maintained by the Bradley Place Lot Owner's Association. All roads shall be private roads and shall not be constructed to minimum standards sufficient to allow their inclusion in the State Highway System for maintenance purposes.
 2. Every member of the Association shall have an easement for access and utilities in that area marked access and utility easement as shown on Map of Bradley Place

Subdivision. This easement 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 dues and assessments to maintain the roads and utilities, including payment of electrical charges for street lighting in the designated easement areas.
- b. The use of the roadway easement area shall be subject to the joint rights of all members of the Association to use the easement and the right of the Association to make reasonable regulations to protect and maintain said roadway.

C. MEMBERSHIP AND VOTING RIGHTS.

1. The owner of each lot in the Subdivision shall be a member of the Association.
2. Membership shall be appurtenant to and may not be separated from ownership of a lot in the Subdivision.
3. Persons or entities which hold an interest in a lot merely as security for the performance of an obligation, shall not be members.
4. Each lot shall have one vote at all meetings of the membership of the Association except each lot held by Developer shall have two votes until Developer owns less than two lots in the Subdivision. When Developer owns less than two lots, each of his lots shall have one vote.
5. Members may vote either in person or by proxy, but if by proxy, it must be in writing and delivered to the Secretary of the Association prior to, or at the start of the meeting at which the proxy is to be exercised. Every proxy shall be revocable and shall automatically cease upon the conveyance by the member of his interest in the lot with which the vote is associated. Cumulative voting for directors is prohibited.

D. MEETINGS OF MEMBERSHIP.

1. The first meeting of the members of the Association shall be held during the month of May, 1995, with the specific date, time and place to be determined by the President of the Association, or by Declarant if President not yet elected.
2. Annual meetings of the members shall be held each year thereafter in May, with the specific date, time and place to be determined by the President of the Association unless the Board of Directors or a meeting of the membership has specified the exact date, time and place.
3. The presence, either in person or by proxy, of sixty percent (60%) of the votes entitled to be cast shall constitute a quorum for the transaction of all business except as may otherwise be provided by this instrument.
4. Special meetings of the membership may be called at any time, either by the President, the Board of Directors or three members.
5. All meetings shall be held in New Hanover County, North Carolina, at a time, date and place convenient for a majority of the members.
6. Seven days written notice shall be given all members of the annual or a special meeting of the membership, but this requirement may be waived by a written waiver of notice.

E. OFFICERS.

1. The Association shall have a President and a Secretary-Treasurer. The officers shall be appointed by Developer to serve until the first meeting of the membership or until their successors are elected and take office. At the first meeting of the membership and at every annual meeting thereafter, the officers of the Association shall be elected to serve for a term of one year or until their successors have been elected and taken office.
2. The President shall act for the Association, but shall not have the authority to obligate the credit of the Association, or the members thereof, without authorization of either the Board of Directors or the membership.
3. All checks written on any bank account of the Association shall be signed by the Secretary-Treasurer and the President.

F. BOARD OF DIRECTORS.

1. Until the first meeting of the membership, or until their successors have qualified and taken office, the Board of Directors shall consist of the two officers of the Association. After the first meeting of the Association, the number of directors shall be three, two being the officers of the Association and the other one being elected annually by the membership at the annual meeting of the membership.
2. Routine business of the Association shall be conducted by the Board of Directors. The Board, subject to change or addition by the members, shall establish rules for the use of the roadway easement and any other common areas.
3. Meetings of the directors shall be held at times and places determined by the Board.

G. REMOVAL OF OFFICERS, DIRECTORS AND TRUSTEES. An officer, director or trustee may be removed without cause, by a majority vote of the membership at any properly called meeting of the membership. After the removal, the membership shall elect a replacement to fill the unexpired term.

H. DUES AND ASSESSMENTS.

1. By the acceptance of a deed for a lot, which shall be conclusively evidenced by its recording in the office of the Register of Deeds of New Hanover County, each owner covenants and agrees, whether it is expressed in the deed or not, to pay the Association annual dues and special assessments for capital improvements as they are set from time to time by the membership of the Association. The annual dues and special assessments together with interest, costs, and reasonable attorney fees in collecting them, shall be a charge of and continuing lien on the property against which each assessment is made, until paid. The annual dues and special assessments shall also be the personal obligation of the owner of each lot at the time the dues or assessment become due. This personal obligation shall not pass to a successor in title to the owner unless expressly assumed by the successor.
2. The dues and any assessments shall be used exclusively to promote the recreation, health, safety and welfare of the members of the Association and for improvements and maintenance of roadway and utility easement areas and construction, acquisition and maintenance of any facilities on any common areas.
3. The above lien shall be subordinate to the lien of any first mortgage or deed of trust securing an obligation for money used in acquiring the property.

4. Annual dues shall be due annually in advance by June 1 of each year; however, the Board of Directors may elect to collect dues in monthly installments.
5. Annual dues until fixed by the Association shall be one hundred dollars (\$100.00) per year per lot. Prior to the first meeting of the Association in May 1995, this \$100.00 per year fee shall be due from the purchaser upon his purchase of the lot. The amount of the annual dues for each year shall be fixed each year by the Board of Directors prior to the annual meeting of the membership. The notice of each annual meeting shall inform the members of the annual dues for the coming year.
6. Dues and special assessments must be fixed at a uniform rate for all lots. The obligation to pay annual dues shall commence on the date the deed from Developer to the respective lot is recorded.
7. In addition to the annual dues, the Association may levy special assessments for the purpose of defraying the cost of any construction, repair or replacement of the roadway or improvements; however, any assessments must have the assent of sixty percent (60%) of the membership of the Association at a meeting, notice of which specifically states that a levy of assessments will be considered.
8. Any annual dues or assessments not paid within thirty (30) days after due, shall bear interest from the due date at the rate of eight percent (8%) per annum.


IV. DEDICATION TO PUBLIC

Nothing in this Declaration, nor in the recording of any plat or deed pursuant hereto, shall be a dedication or offer of dedication to public use of any of the roadways, facilities or common areas that may be shown on any recorded map or other recorded instrument all of which said areas and facilities are reserved for the private use of the owners and occupants of the Subdivision as herein provided.

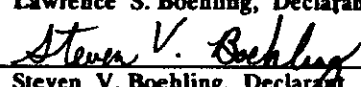
V. MODIFICATIONS.

Developer reserves the right to amend or change any part or all of this Declaration by the filing in the Office of the Register of Deeds of New Hanover County a Declaration of Amendment, which such amendments, modifications or additions shall be made applicable to the conveyance of lots made subsequent to the recording of such Declaration of Amendment. Nothing in this Declaration shall bind Developer to build and construct a community water and/or sewage disposal plant. Developer reserves the right to amend or change any part or all of this Declaration with reference to water and sewage plants.

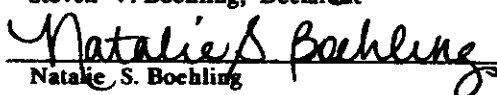
IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal, the day and year first above written.



Lawrence S. Boehling, Declarant (SEAL)



Steven V. Boehling, Declarant (SEAL)

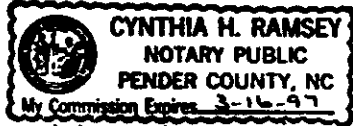


Natalie S. Boehling (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, Cynthia H. Ramsey, a Notary Public of the County and State aforesaid, certify that Lawrence S. Boehling, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this 23rd day of May, 1994.



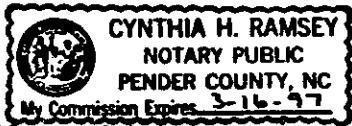
Cynthia H. Ramsey
Signature of Notary Public

My commission expires March 16, 1997.

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, Cynthia H. Ramsey, a Notary Public of the County and State aforesaid, certify that Steven V. Boehling and wife, Natalie S. Boehling, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this 23rd day of May, 1994.



Cynthia H. Ramsey
Signature of Notary Public

My commission expires March 16, 1997.

The foregoing certificate of Cynthia H. Ramsey, Notary Public, is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Mary Sue Oots
New Hanover County Register of Deeds

by: Mary Sue Oots
Deputy/Assistant