

1700

RECORDED AND VERIFIED
MARY SUE OOTS
REGISTER OF DEEDS
NEW HANOVER CO. NC

BOOK PAGE
1652 0989

STATE OF NORTH CAROLINA
99 APR 25 PM 3 13
COUNTY OF NEW HANOVER

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR BRIDGEWATER BLUFF SUBDIVISION,
SECTION 1

KNOW ALL MEN BY THESE PRESENTS:

THAT HOPAR DEVELOPMENT CORPORATION, a North Carolina corporation, being the owner of the tract of land in Cape Fear Township in New Hanover County, North Carolina, which is more particularly described in the deed recorded in Book 1598 at page 359 in the New Hanover County Registry, has established a general plan for the improvement and development of said real property into residential lots to be known as Bridgewater Bluff Subdivision, Section 1, and in connection with such general plan desires to establish and place certain covenants, conditions, restrictions and reservations to which all residential lots shall be held, improved, sold and conveyed by it as owner, and upon the use and occupancy of said residential lots thereafter, and for such purpose does hereby place upon and subject all such lots in said tract to the following covenants, conditions, reservations and restrictions:

1. DEFINITIONS: As used in this Declaration the following terms shall mean:

a. HOPAR DEVELOPMENT CORPORATION, hereinafter referred to as "HOPAR", or "Developer", means not only HOPAR DEVELOPMENT CORPORATION, but its successors and assigns.

000065

b. "Property" generally means the real estate owned by HOPAR in New Hanover County, North Carolina, which is more fully described in deed recorded in Book 1598 at page 359 in the New Hanover County Registry together with any additional real property which may hereafter be made subject to these restrictions as the same may be amended from time to time.

c. "Lot or "Lots" shall mean those portions of the real property specifically allocated for sale and use as single family residential tracts.

d. "Subdivision" shall mean the real property hereinafter referred to under "b" which is being developed as Bridgewater Bluff Subdivision, Section 1.

e. "Restrictions" shall mean the covenants, conditions, reservations and restrictions set forth in this Declaration.

f. "Owner" shall refer to the purchaser of a lot or lots in Bridgewater Bluff Subdivision, Section 1.

PAGE 1

RETURNED TO

Harold Parker
791-3951

275452

g. "Residence" or "Dwelling" shall mean a single family residence together with any unattached garages, guest houses, storage sheds or other facilities normal to residential use; the plans, specifications and locations for which have been approved by Developer.

2. USE RESTRICTIONS.

a. RESIDENTIAL USE. All Lots are to be used for single family residential purposes only and shall not be used or occupied by other than a single family nor used for other than residential use. No structure of a temporary nature, tent, shack, barn or other similar structure shall be permitted on any Lot either temporarily or permanently at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during construction of the main dwelling, it being clearly understood that such temporary shelters may not, at any time, be used as residences or be permitted to remain on the Lot after completion of construction of the main dwelling. No structure on any lot other than a fully completed residence shall be occupied.

b. APPROVAL FOR PLANS AND LOCATION OF BUILDINGS AND SITE IMPROVEMENTS - ARCHITECTURAL CONTROL.

(i) No building, fence, wall, bulkheading, pier or other structure shall be erected, placed or altered on any Lot, nor shall the grade or elevations or physical characteristics, including, but not limited to, marsh lands and plant life, on 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 plans (showing the proposed location of such building or structure, drives, parking areas and proposed alterations to the grade, elevation or physical characteristics on site), sections, elevations topographical survey map locating existing plant life (only for all wooded or partially wooded lots) or a landscape plan, (only for building sites that are barren or have been disturbed by construction), and construction schedule shall have been submitted to and approved in writing by HOPAR.

(ii) Before construction shall begin the Owner shall submit to HOPAR each of the items such as building plans, site plans, etc., enumerated in sub-part (i) of this section as may be required by HOPAR. The Owners shall submit the same to HOPAR without waiting or receiving a request for same.

(iii) Refusal of approval of any such plans, location or specifications may be based on HOPAR upon any ground, including purely environmental considerations or esthetic considerations, that in the sole and uncontrolled discretion of HOPAR shall be deemed sufficient.

(iv) No changes, modifications, or deviations in or from such plans, grading, landscaping, specifications, etc., as enumerated in sub-part (i) of this section, as approved, shall be made without the prior written consent of HOPAR.

(v) Two copies of all plans and related data and any changes, modifications or deviations thereof shall be provided to HOPAR. One copy shall be for records of HOPAR and the second shall be returned to the Owner and the approval of same be evidenced by the written endorsement of HOPAR on same. HOPAR shall not be responsible for any structural or other defects in plans or specifications submitted to it or in any structure erected according to such plans and specifications.

(vi) Architectural control as herein provided for shall remain in HOPAR so long as it still owns a Lot in the Sub-division, and after such time shall be in the Board of Directors of the Associations.

(vii) No more than 6,000 square feet of any lot shall be covered by impervious surface-cover, including but not limited to, brick, stone, slate, concrete, and cement. For purposes of this provision, wood decking shall not be considered impervious surface-cover. The State of North Carolina shall be a beneficiary of this provision regarding surface-cover, and shall be entitled to enforce the same.

c. WATER SUPPLY AND SEWAGE DISPOSAL. Until such time as a community or municipal water supply system and/or sewage disposal system shall be available, water shall be supplied each Lot by individual well and pump located on the lot and sewage disposal by septic tank system located on the Lot, all to meet the requirements of the North Carolina State Board of Health and any other governmental agencies having jurisdiction. Developer shall install a dry sewer system, and at such time as the county wide or municipal sewer system is extended to the area encompassed by the subdivision, and is tied into the then existing dry sewer system as put in place by the Developer, then at that time each Owner shall be responsible for paying the hookup fees charges by the county for hooking their residence to the county wide sewer system.

d. GARBAGE DISPOSAL. Each Owner shall provide receptacles for trash and garbage in a screened area not generally visible from the road.

e. MAINTENANCE.

(i) No Lot, residence, building or other structure shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot, residence, building or other structure to appear in an unclean or untidy condition or that will be obnoxious to the eye. It shall be the responsibility of

each lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of residences, buildings or grounds on such Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

(ii) No noxious or offensive activities of any nature shall be carried on or conducted upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood and no substance, thing or material shall be kept upon any Lot that might or will cause noise, emit foul or obnoxious odors or cause any other condition to exist that will or might be noxious, dangerous, noisy, unsightly, unpleasant or that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

(iii) No unsightly or inoperative junk cars and like eyesores can be maintained on any Lot nor placed or maintained on any road on the property.

(iv) No hogs, cattle, sheep, goats, horses, poultry, or other livestock 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 purposes and provided further that they are not kept in such numbers or of such nature as to be, or become, a nuisance to the adjoining property owners of any residents of the property.

f. DIVISION OF LOTS. No Lot shall be subdivided, or its boundary lines changed, except with the prior written consent of HOPAR. No Lot shall be increased in size by filling in the waters or marsh lands on which it abuts without the prior written consent of HOPAR and the appropriate State and Federal Agencies. One Lot as shown on the map of HOPAR Subdivision shall be the minimum building area upon which a single family residence may be constructed, however, with the written consent of HOPAR one or more of the Lots may be utilized as a single building plot.

g. STREETS, EASEMENTS AND RIGHTS OF WAY. HOPAR does not by any deed conveying any Lot in Bridgewater Bluff Subdivision convey to the Owner any of the land in any platted street, and has and hereby reserves all easements as set out in this Declaration, and full rights of ingress and egress for itself, its agents, employees and assigns over any part of the property for the purpose of installing and serving the utilities and drains for which the easements are reserved. No structures, including walls, fences, paving or planting shall be erected by any Owner upon any part of the property which will interfere with the rights of ingress and egress provided in this paragraph. HOPAR reserves 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 Bridgewater Bluff Subdivision and over any other portions of the property 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 sewage services, or for drainage purposes. HOPAR further reserves the right to subject all of the property to a contract with Carolina Power and Light Company (or its successors) for the installation of street lighting and for the installation of an underground electric service system either or both of which may require a continuing monthly payment to Carolina Power & Light Company by the Owner of each Lot.

(h) SIGNS. No sign or billboard of any description shall be displayed on any Lot, other than private name plates or signs for identification of the resident and signs advertising the property "For Rent" or "For Sale" but in no event shall any such sign or billboard exceed five square feet in size.

3. EASEMENTS. All of the property shall be subject to such easements for water lines, storm drainage facilities, gas lines, telephone and electric power lines, established by HOPAR or by the successors in title of HOPAR which have been granted or established prior to the recording of this Declaration, and in addition, HOPAR, so long as it shall own a Lot, shall have the additional power and authority to grant and establish upon, over, under across and through any Lot, such further easements as are requisite for the convenient use and enjoyment to the property by all of the Owners.

Additionally, the Developer reserves an easement across Lot 4 for the use and benefit of the Developer and all of the Owners of Lots in Section 1, Bridgewater Bluff, and in any additional sections of said Subdivision as may be established at a later time by the Developer. Said easement is to allow access to the Northeast Cape Fear River by all of the Owners of Lots in Bridgewater Subdivision. Said easement shall lie along the eastern line of Lot 4, extending from the right of way of Cape Landing Road to the low water mark of the Northeast Cape Fear River, as shown on the subdivision map recorded in Map Book 33 at page 10 of the New Hanover County Registry.

4. PIERS AND DOCKS. Developer shall have a right to build a pier extending from the northern end of the hereinbefore mentioned easement across Lot 4 into the waters of the Northeast Cape Fear River. In the event Developer does elect to construct such a pier, then after completion of the construction of the pier, the Developer shall have no further obligations in regard to the pier, including, but not limited to maintenance, insurance, upkeep, or payment of ad valorem taxes therefor. The pier shall be for the exclusive use of Owners of Lots within Bridgewater Bluff Subdivision, Section 1 and subsequent sections as may be hereafter developed. Maintenance of the pier shall be by agreement of the Owners, who may find it necessary to create a Homeowners Association to regulate use of the pier, and to make assessments for the upkeep and maintenance for the pier. Nothing herein contained shall be construed to obligate HOPAR to construct the hereinbefore described pier.

Additionally, in the event the Owners of Lots 1, 2, 3 or 4 shall seek to construct private piers from their individual Lots into the waters of the Northeast Cape Fear River, then the Developer and any adjoining property owners shall hereby be deemed to consent to the construction of such private pier or piers, and neither the Developer nor any property owner shall take any action which would prevent the owners of said Lots 1, 2, 3 or 4 from constructing the private piers. Additionally, the adjoining property owners shall give their written consent to the construction of said pier or piers to any governmental body which requires the written consent of adjoining property owners before issuing permits for the construction of said pier or piers.

5. ANNEXATION OF ADDITIONAL PROPERTY. HOPAR shall have the right to expand Bridgewater Bluff Subdivision so as to create Section 2 or Section 3. The lands comprising Section 2 or Section 3 shall be contiguous to the original subdivision. If the subdivision is expanded, each new Lot shall also be entitled to use the hereinbefore described pier, if the same is constructed, and the additional Lots shall all be subject to the provisions of this Declaration.

Such annexation shall occur, if at all, by the recordation of one or more amendments to this Declaration, which amendment or amendments shall be executed by the declarant, or its successors and assigns. The recordation of such amendment, and expansion of the property subject to this Declaration affected thereby, shall require consent or ratification of any Lot Owner.

6. ENFORCEMENT. HOPAR or any Owner of a Lot in the subdivision, shall have the right to enforce, by any proceeding at law or in equity, all of the restrictions, conditions, covenants, and reservations now or hereafter imposed by this Declaration. Failure by HOPAR or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

8. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, however, the Declaration may be amended at any time by HOPAR so long as HOPAR owns a Lot in the Subdivision and thereafter may only be amended by an affirmative vote of two thirds (2/3) of the Owners. Any amendment to this Declaration is not effective until recorded in the Office of the Register of Deeds of New Hanover County.

IN WITNESS WHEREOF, HOPAR DEVELOPMENT CORPORATION has

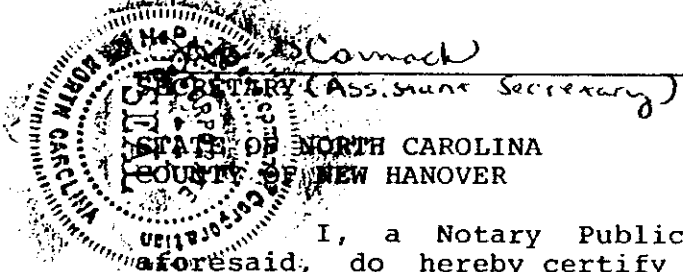
hereunto executed this instrument in its corporate name, this the 25 day of March, 1993.

HOPAR DEVELOPMENT CORPORATION

BY:

J. Harold Frazier
PRESIDENT

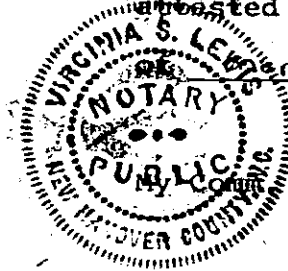
ATTEST:



Joyce S. Carmack
SECRETARY (Ass. Supt. Secretary)
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public in and for the State and County aforesaid, do hereby certify that Joyce S. Carmack personally appeared before me this day and acknowledged that (s)he is Ass't Secretary of HOPAR DEVELOPMENT CORPORATION, a North Carolina 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 her as its Ass't Secretary.

WITNESS my hand and notarial seal, this the 25 day of March, 1993.



Virginia S. Lewis
NOTARY PUBLIC

Expires: 5/13/95

The foregoing Certificate of Virginia S. Lewis, a 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 OTTS
REGISTER OF DEEDS FOR
NEW HANOVER COUNTY

BY: Duke Williams, Deputy