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RECORDED

DEC 18 4 39 PM '74

STATE OF NORTH CAROLINA

DECLARATION OF RESTRICTIONS:

COUNTY OF NEW HANOVER

NEW HANOVER CO., N.C.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Eddie Lewis Construction Company, a corporation, is the owner of all of the interest and equity in that certain tract of land known as Brierwood Subdivision, Section 1, and it is the desire of the undersigned, the developer of this land, to insure the use of said property for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners;

NOW, THEREFORE, the undersigned does hereby covenant, agree and declare to and with all persons, firms or corporations now owning or hereafter acquiring any property in Brierwood Subdivision, Section 1, that all of the lots in said subdivision as shown on a map recorded in Map Book 16 at Page 21, of the New Hanover County Registry, 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 in said subdivision shall be known as single-family residential lots, and shall be used for residential purposes only.
2. No residence on Lots 32, 7, 6, 5, 4, 3, 2, 1, and 83, smaller than 1,400 square feet, nor on the remaining lots in said subdivision smaller than 1,200 square feet, when measured by exterior brickwork, which square footage shall be exclusive of porches, steps, walks, garages, carports, storage areas, etc., shall be constructed or located on any building lot.
3. No concrete block, concrete brick, asbestos siding or cinder block shall be used for the exterior of any residence constructed on any building lot herein conveyed, nor composition tar paper exterior dwelling shall be permitted, it being intended that only conventional frame or clay brick exteriors be constructed on any of the lots, subject to these covenants.
4. No part of any building erected on any lot herein conveyed shall be nearer than 25 feet to the front property line of said lot, 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 undersigned reserves the right by and with the mutual written consent of the owner or owners for the time being of the lots adjacent to said lot upon which violation has occurred thereby to change such restriction accordingly, provided, however, that such change shall not exceed 10% of the marginal requirements of such building line restrictions.
5. No house trailer, mobile home, tent, shack or temporary structure of any nature, shall be located on any lot or used at any time as a residence, temporarily or permanently nor shall any structure of a temporary character be used as a residence.
6. 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".
7. No fence of any nature shall be erected on any lot that shall be higher than four feet, and said fence shall not be located nearer the front lot line of said lot than the rear corners of the house constructed on said lot.
8. 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 the owner of the community water system, or their successors. An eight (8) foot radius from each water meter shall be an easement for maintenance and repair of such meter.

9. All covenants and restrictions herein shall run with the land and shall be binding on all parties owning lots in said subdivision for a period of 20 years from the date hereof, at which time these covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of said lots not under legal disability, it is agreed to revoke or amend same.

10. Sewage disposal shall meet the approval and comply with the regulations of the North Carolina State Board of Health.

11. All building plans for residences must be approved prior to construction by the developer or an agent appointed by the developer.

12. Invalidity 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.


13. No noxious or offensive trade or activity shall be carried on or maintained on any lot or 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.

14. If the parties hereto, or any of them, or their heirs and 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 proceeding 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 said Eddie Lewis Construction Company has caused this instrument to be executed in its corporate name by its president, sealed with its corporate seal and attested by its secretary, all as duly authorized this 18<sup>th</sup> day of December, 1974.

EDDIE LEWIS CONSTRUCTION COMPANY

BY: Eddie Lewis  
president

  
Peggy L. Lewis  
secretary

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Marilyn W. McKay, a Notary Public in and for the State and County aforesaid do hereby certify that Peggy L. Lewis personally appeared before me this day and acknowledged that she is secretary of Eddie Lewis Construction Company, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its corporate name by its president, sealed with its corporate seal and attested by herself as its secretary.

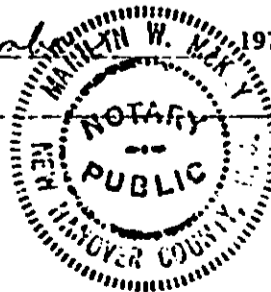
Witness my hand and notary seal this 18<sup>th</sup> day of December, 1974.

Marilyn W. McKay  
Notary Public

My commission expires:

May 31, 1975

STATE OF NORTH CAROLINA  
New Hanover County  
The foregoing Certificate of  
Marilyn W. McKay  
a Notary Public  
is certified to be correct.  
This the 18 day of Dec. 1974.  
Drawn By F. H. Jackson



Received and Recorded  
December 18, 1974 4:37 P.M.

Lou C. McKay  
Register of Deeds

Lou C. McKay, Register of Deeds  
By Lou C. McKay  
Deputy