

BOOK 945 PAGE 255

ADMITTED TO RECORD

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AUG 4 12 16 PM '72

LOIS C LEHAY

REGISTRAR

STATE OF NORTH CAROLINA

DECLARATION OF RESTRICTIONS

COUNTY OF NEW HANOVER

BROOKFIELD, SECTION 3C

THIS DECLARATION OF RESTRICTIONS, made and entered into this the 4th day of August, 1972, by A. H. HARRELL and wife, ROSA MAE HARRELL, of New Hanover County, North Carolina, hereinafter called the Developers;

WITNESSETH:

WHEREAS, the Developers are the owners of all of the lots in Section 3C of Brookfield, as shown upon that map of said subdivision recorded in the New Hanover County Registry in Map Book 13 at Page 37; and

WHEREAS, it is the desire of the Developers that a uniform and harmonious plan of development be followed with respect to said property, in order to preserve its value and to protect the present and future owners thereof;

NOW THEREFORE, the Developers hereby declare that all of the following restrictive covenants shall apply to all of the lots in Section 3C of Brookfield, as shown upon said map, and shall be binding upon all parties claiming by, through, or under the Developers;

1. All lots shall be used for residential purposes only and no portion of any lot shall be used for a roadway, either public or private, except that a portion of any lot may be used as a driveway incidental to the normal use of such lot for residential purposes.

2. No building shall be erected, altered, placed upon or permitted to remain on any lot other than one detached single family dwelling not to exceed

two stories in height, and a private garage for not more than two cars. Such garage shall not be more than one story in height, and shall never be used for living quarters of any kind, either for guests, members of the family or servants; and the construction or maintenance of so-called "garage apartments" on any lot is expressly prohibited.

3. Dwellings constructed on any lot shall contain not less than 1,050 square feet of floor space of living area, unless there is constructed with the dwelling either a garage, carport, or a covered porch having not less than 120 square feet of floor space. If the dwelling constructed on the lot has either a garage, carport, or a covered porch having not less than 120 square feet of floor space then the dwelling itself may be constructed so as to contain not less than 1,000 square feet of floor space of living area, but in computing the 1,000 square feet of floor space of living area the garage, carport, or covered porch shall not be included. No building of any kind may be erected, altered, placed upon, or permitted to remain on any lot the exterior finish of which is not constructed principally of brick, brick veneer, or wood; provided, however, that other materials may be used if and only if such materials are shown on plans and specifications which have been submitted to and expressly approved by A. H. Harrell or his nominee.

4. No building or structure of any kind shall be located on any lot nearer than 40 feet from the front street line or nearer than 10 feet from either side line.

5. No culvert or pipe shall be placed in any street or road, ditch or drain unless it in all respects meets the standards set by the North Carolina State Highway Commission; and, after the construction of the dwelling upon any lot has been completed, all culverts and pipes in front of such lot shall be open and unobstructed, and all ditches in front of such lot shall be open to the depth required by said Commission.

6. No commercial trade or activity or noxious trade or activity whatsoever shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

7. 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 the lot or for servants or any other persons.

8. No hogs, cattle, sheep, goats, horses, poultry or other livestock shall be raised, bred or kept on any lot. Dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

9. No portion of any lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such materials may not be kept on any lot, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

10. No surface closets or outhouses shall be kept or maintained on any lot. Sewage disposal shall be by septic tank only, which shall comply with the requirements of the North Carolina State Board of Health, until such times as a general sewage disposal system may be installed.

11. No lot may be subdivided, except that a portion of any lot may be added to another whole lot, if the remaining portion thereof is added to another whole lot.

12. Once materials for the construction of a dwelling or other structure have been placed on any lot, or once construction of a dwelling has been commenced on any lot, said structure or dwelling shall be completed within four months from the time the materials are placed on the lot or the construction started.

13. No house or other structure may be erected on any lot until the plans and specifications of the same have first been submitted to and approved by A. H. Harrell or his nominee. Upon written request of a lot owner for approval of plans, A. H. Harrell or his nominee shall have 10 days within which to approve or disapprove such plans and specifications; and, if A. H. Harrell or his nominee fails to either approve or disapprove within such 10-day period, then approval will not be required with respect to the requirements of this paragraph only.

14. These restrictive covenants are to run with the land and shall be binding upon all persons or entities owning any of said lots, until and through the 1st day of January, 1995; provided, however, that prior to said date these restrictive covenants may be modified or amended by the consent of the owner or owners of a majority of said lots.

15. Beginning on January 1, 1995, these restrictive covenants shall be automatically renewed for successive ten-year periods, until and unless the same are modified or abolished by a written instrument, executed by the owner or owners of a majority of said lots.

16. Invalidation of any one or more of these restrictive covenants by statute or judgment shall not affect any of the other covenants set forth herein.

IN TESTIMONY WHEREOF, the Developers have hereunto set their hands and seals, this the day and year first above written.

A. H. Harrell (SEAL)  
A. H. Harrell

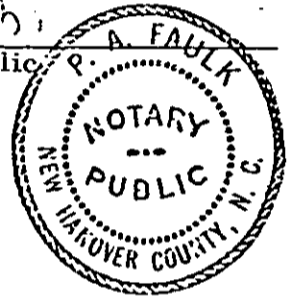
Rosa Mae Harrell (SEAL)  
Rosa Mae Harrell

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, P. A. Faulk, a Notary Public in and for the State and County aforesaid, do hereby certify that A. H. HARRELL and wife, ROSA MAE HARRELL, personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal or stamp, this the 16 day of August, 1972.

My commission expires: 9-30-73 P. A. Faulk  
Notary Public



STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

The foregoing certificate of P. A. Faulk, a Notary Public, is certified to be correct.

This the 4 day of August, 1972.

Lois C. LeRay  
Register of Deeds, New Hanover County  
By Jessie B. Stinson, Deputy

Drawn by Lloyd S. Elkins, Jr.

Received and Recorded  
August 4, 1972 at 12:16 P. M.

Lois C. LeRay  
Register of Deeds