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NEW HANOVER COUNTY, NC

TAMMY THEUSCH PIVER

REGISTER OF DEEDS

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**DECLARATION OF EASEMENTS AND RESTRICTIONS FOR
LAKE DRIVE TOWNHOMES**

Prepared by Ward and Smith, P.A., University Corporate Center, 127 Racine Drive,
Wilmington, NC 28403-8705

Please return to Ward and Smith, P.A., University Corporate Center, 127 Racine Drive,
Wilmington, NC 28403-8705

DECLARATION OF EASEMENTS AND RESTRICTIONS FOR LAKE DRIVE
TOWNHOMES

THIS DECLARATION OF EASEMENTS AND RESTRICTIONS FOR LAKE DRIVE TOWNHOMES ("Declaration") is made this ____ day of November, 2021 by THE FREEMAN GROUP, LLC, a Connecticut limited liability company ("Declarant").

R E C I T A L S:

A. Declarant is the owner of all of those tracts or parcels of land lying and being situate in New Hanover County, North Carolina, and being more particularly shown and described as "Lot 12-R" and "Lot 10-R" on the map entitled "Map of Recombination for 204 Lake Avenue, LLC" recorded in Map Book 68, at Page 244 in the office of the Register of Deeds of New Hanover County, North Carolina ("Property").

B. Declarant desires to subject the Property to certain easements and restrictions which are for the purpose of protecting the desirability of, and which shall run with, the Property. This Declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, successors-in-title, and assigns.

NOW, THEREFORE, Declarant does hereby declare that the Property shall be held and conveyed subject to the following easements and restrictions:

1. Definitions. The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below:

a. "Business and Trade": Shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the family of the producer of such goods or services and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

b. "Dwelling Unit": A portion of a building or structure situated upon a Lot which is intended for use and occupancy as an attached residence for a single family.

c. "Landscaping": Living plants, shrubs, trees, vegetation, ground coverings (including grass and sod) and appurtenant live/growing vegetative materials, straw, mulches, composting materials, pools (other than swimming pools), ornamental ponds, ornamental structures and any other living or non-living material or structure reasonably constituting a part of any or all of the foregoing installed upon a Lot.

d. "Lot": A portion of the Property, whether improved or unimproved, which may be independently owned and conveyed and which is separately identified on a map of all or any portion of the Property recorded in the Register of Deeds of New Hanover County. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon including but not limited to the Dwelling Unit.

e. "Owner": One or more Persons who hold the record title to any Lot, except Persons holding an interest merely as security for the performance of an obligation in which case the equitable owner will be considered the Owner.

f. "Person": A natural person, corporation, limited liability company, partnership, trust, or any other legal entity.

g. "Upkeep": Care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction.

2. Maintenance.

a. General. Each Owner shall provide for the Upkeep of his or her Lot and Dwelling Unit, and all other structures, fences, parking areas, Landscaping, and other improvements upon the Lot.

b. Party Walls.

i. Laws of North Carolina to Apply; Easement. All matters arising in connection with any wall which would constitute a party wall at common law shall, to the extent consistent with the provisions of this Section, be subject to the common law of North Carolina as modified by statute from time to time. If the centerline of a party wall now or hereafter fails to coincide with the boundary between the Lots it serves, an easement for any resulting encroachment is granted in accordance with Section 3 hereof.

ii. Upkeep. The Owners of Lots served by a party wall shall provide for the Upkeep of party walls and shall share equally the cost of their Upkeep except as otherwise provided in this Section. No Owner shall impair the structural integrity of any party wall nor diminish the fire protection afforded by any party wall.

iii. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, the following procedures shall be followed in order to restore such party wall:

1. Either Owner served by the party wall shall notify the other Owner served by the party wall of any proposal to repair the wall. If within ten (10) days after such notice (or in an emergency, within twenty-four (24) hours after such notice or a

bona fide attempt to give such notice) the other Owner has not responded to the notice, then the Owner giving notice may proceed with the repairs. Such repairs must be substantially similar to the original construction and installation and of first class quality, but may be made with contemporary materials.

2. If the other Owner served by the party wall responds to the notice, the Owners shall act together to repair the party wall. If the Owners are unable to agree upon the action to be taken, they shall submit the issue to arbitration in accordance with subsection (v) below.

3. If any Owner restores a party wall in accordance with this section, then the other Owner shall contribute one-half (1/2) of the cost thereof. An Owner may, however, demand a larger contribution from the other Owner or refuse to contribute one-half (1/2) of such costs, under any rule of law or equity regarding liability for negligent or willful acts or omissions.

iv. Liability. Any Owner who by a negligent or willful act or omission causes or permits a party wall to be damaged shall pay the cost of restoring such party wall to its condition prior to such damage.

v. Arbitration. In the event of any dispute between Owners concerning a party wall, the Owners on each side shall select one arbitrator, and the arbitrators thus selected shall select one additional arbitrator. Arbitrators shall be qualified by experience and education to serve as such. Once selected, the arbitrators shall promptly agree upon and notify the parties of the discovery procedures and rules of evidence to be used in the arbitration. The arbitrators shall be requested to reach a decision within twenty (20) days after their appointment. The decision of a majority of the arbitrators shall bind the Owners and their successors in interest. The cost of arbitration shall be paid by the losing party unless the arbitrators determine that the cost should be otherwise allocated between the parties, in which case that allocation shall be binding.

vi. Fences and Other Barriers. The provisions of this subsection pertaining to party walls shall also govern any fence, other barrier, or shared improvement.

vii. Right to Contribution Runs with Land. Rights and duties of contribution set forth in this Section and any such rights and duties arising under the laws of North Carolina shall run with the land and bind successors in interest. This subsection shall not prejudice any right of a successor in interest to recover any amount from a predecessor in title for which such predecessor was liable. Any rights of contribution set forth in this subsection shall constitute a lien in favor of any Owner entitled to contribution against any Owner obligated to pay such contribution. Until fully paid and satisfied, the lien shall apply to and encumber all of the Lots that were owned, as of the date when payment was due, by the Owner from whom

payment was due, and shall also apply to and encumber any and all Lots thereafter acquired by that Owner from the time such Owner becomes the Owner thereof. The lien created by this section shall be prior to all liens and encumbrances, except mortgages, real estate taxes and other charges levied by governmental authority made superior by law.

3. Easements. In the event that any Dwelling Unit shall encroach upon any adjacent Lot for any reason not caused by the purposeful or negligent act of the Owner, or agents of such Owner, then an easement appurtenant to such Lot shall exist for the continuance of such encroachment upon the adjacent Lot for so long as such encroachment naturally shall exist.

4. Insurance. By virtue of owning a Dwelling Unit upon a Lot, each Owner covenants and agrees with all other Owners to carry property insurance covering risks of physical loss for both the Dwelling Unit and any other insurable improvements on the Lot for the full insurable replacement cost thereof, less a reasonable deductible. Such property insurance shall include windstorm and hail coverage, and, if full insurable replacement cost is not reasonably available for such coverage, actual cash value may be substituted. Each Owner further covenants and agrees that in the event of damage to or destruction of the Dwelling Unit or any other structures on or comprising his or her Lot, he or she shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction.

5. Rules and Regulations. All Owners are subject to the Use Restrictions set forth herein and are given notice that their ability to use their privately owned property is limited thereby. Each Owner by acceptance of a deed acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by this provision.

a. The Lots shall be used only for residential, recreational, and related purposes, subject to applicable laws. The Lots shall be subject to the Use Restrictions set forth in subsection b below.

b. The following Use Restrictions shall apply to all of the Property:

i. Use. No Lot or any two or more adjoining Lots used together as one building site shall be used for any purpose other than as a single-family residence. Except as otherwise provided herein, only one (1) single-family dwelling designated for use as, and used as, a single-family residential dwelling may be constructed, erected, used or allowed to remain on any Lot.

ii. Restricted Activities. The following activities are prohibited within the Property:

1. Any activity which tends to cause an unclean, unhealthy or unsafe condition to exist outside of enclosed structures on the Lot;

2. Any activity which emits foul or obnoxious odors, fumes, dust, smoke, or pollution outside the Dwelling Unit or which creates noise, unreasonable risk of fire or explosion, or other conditions which are a nuisance;
3. Any activity which violates local, state or federal laws or regulations;
4. Outside burning of trash, leaves, debris or other materials;
5. Generation of noise or nuisance in non-compliance with New Hanover County's applicable noise ordinance;
6. Any activity which would constitute a public or private nuisance;
7. Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;
8. Use and discharge of firecrackers and other fireworks;
9. Dumping grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any storm sewer, drainage ditch, or other component of the storm drainage system serving the Property, any stream, pond, or lake, or elsewhere within the Property, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff;
10. Subdivision of a Lot into two or more Lots, combining two or more lots, or changing the boundary lines of any Lot that has been approved and recorded;
11. Use of any Lot for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of months or years;
12. On-site storage of gasoline, heating, or other fuels on Lots, except that a reasonable amount of propane gas and other fuel may be stored on each Lot for emergency purposes, or for the purpose of operating gas fireplaces, cooking stoves or grills, lawn mowers and similar tools or equipment;
13. Use of any Lot for a Business or Trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of

the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve door-to-door solicitation of residents of the Property; (iv) the business activity does not generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Property which is noticeably greater than that which is typical of Lots in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property. Leasing of a Lot shall not be considered business or trade;

14. Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Property or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

15. Vehicles, including without limitation, boats, trailers, motorcycles, campers, vans, golf carts, ATVs, and recreational vehicles, shall not be permitted on the Property; provided, however, boat trailers, golf carts, and motor homes shall be permitted on a Lot, but must be parked either to the rear of the house, rear of driveway, or in a garage completely enclosed;

16. Any construction, erection, placement, or modification of anything, permanently or temporarily, upon a Lot or on the outside portions of the Dwelling Unit, whether such portion is improved or unimproved. This shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above ground swimming pools; docks, piers and similar structures; and hedges, walls, dog runs, animal pens, storage sheds, or fences of any kind;

17. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence or storage facility either temporary or permanently. No trailer, mobile home, camper or like vehicle shall be allowed on the Property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly and which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purpose of this covenant to prohibit the location of any manufactured home as defined in N.C. Gen. Stat. § 143-145 and any structure for which a "Label of Compliance" as defined in N.C. Gen. Stat. § 143-145 is issued, including but not limited to those structures which are generally referred to as mobile homes, trailers, relocatable houses, or similar type structures on the property;

18. Placing or permitting garbage or trash to remain on any Lot except in covered containers of a type, size and style to those required by applicable

governing authority. During construction activities upon the Lot, open dumpster containers shall be permissible, but only for the shortest time reasonably necessary to effect collection;

19. Owners may display religious and holiday signs, symbols, and decorations on their Lots of the kinds normally displayed in residences located in residential neighborhoods; provided, however, no multicolored string lights shall be permitted at any time.

20. Pets. No Owner shall be permitted to raise, breed or keep mammals, birds, fish, or reptiles of any kind for commercial purposes. No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept on any Lot except licensed and collared household pets not to exceed three (3) for the pleasure and use of the occupants, provided that permitted household pets are not kept, bred or maintained for any commercial purpose. Pets must be confined to the Lot either by fence or restraint and not permitted to roam free from the Lot. Any pets that do leave the Lot must be kept under control, restrained by leash or other means, with attending person responsible to clean up any droppings.

iii. Prohibited Uses. In addition to uses which are inconsistent with applicable zoning or are prohibited or restricted by other recorded covenants, conditions, restrictions or easements, the following uses are prohibited within the Property:

1. oil, gas or mineral exploration; drilling, boring, excavation, development, refining, quarrying, or mining operations, and all construction and equipment incident thereto; and oil or gas wells or related equipment or facilities;
2. commercial excavation of building or construction materials, except in the usual course of construction of improvements;
3. dumping, storage, disposal, incineration, treatment, processing or reduction of garbage, or refuse of any nature, except as is incidental to the use, operation and ownership of any property (or a portion thereof) in accordance with this Declaration and in a manner which is not unsightly and does not result in noxious odors emitting from the subject property.

iv. Prohibited Conditions. The following shall be prohibited at the Property:

1. Plants, animals, devices or other items of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property; this shall include the feeding, harboring or care and control of any wild animals, including feral cats, raccoons or other undesirable natural species;

2. Structures, equipment or other items on the exterior portions of a residential structure on a Lot which have become rusty, dilapidated or otherwise fallen into disrepair;

3. Satellite dishes, antennae and similar devices for the transmission of television, radio, satellite, or other signals of any kind, except that Declarant shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Property. Notwithstanding the foregoing, (i) antennae or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (ii) antennae or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or (iii) antennae or satellite dishes designed to receive television broadcast signals which are less than one meter in diameter ("Permitted Devices") shall be permitted, *provided that* any such Permitted Device is placed in the least conspicuous location on the Lot in which an acceptable quality signal can be received and is screened from the view of adjacent Dwelling Units.

6. Term/Amendment. This Declaration shall run with and bind the Property, and shall inure to the benefit of, and shall be enforceable by, any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded. After such time, this Declaration shall be automatically extended for successive periods of ten (10) years, unless the Owners of all of the Lots agree to terminate this Declaration. This Declaration may be amended at any time only by the affirmative vote of, or written agreement signed by, the Owners of all of the Lots.

7. The restrictions provided for herein shall run with and be appurtenant to the Lots.

8. Violations of the restrictions contained in this Declaration may be enforced by the Owners at law or in equity.

IN WITNESS WHEREOF, the undersigned Declarant has caused this Declaration to be executed under seal this 30 day of November, 2021.

THE FREEMAN GROUP, LLC (SEAL)
a Connecticut limited liability company

By: [Signature] (SEAL)
Edward C. Krawiecki, III, Member

By: [Signature] (SEAL)
Emily Alba Krawiecki, Member

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

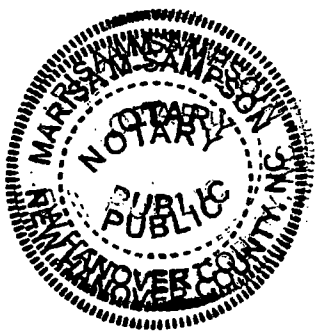
I certify that the following persons personally appeared before me this day, acknowledging to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Edward C. Krawiecki, III and Emily Alba Krawiecki.

Date 11/30/21
(Official Seal)

[Signature]
Signature of Notary Public

Marisa M Sampson, Notary Public
Printed or typed name

My commission expires: July 1, 2026

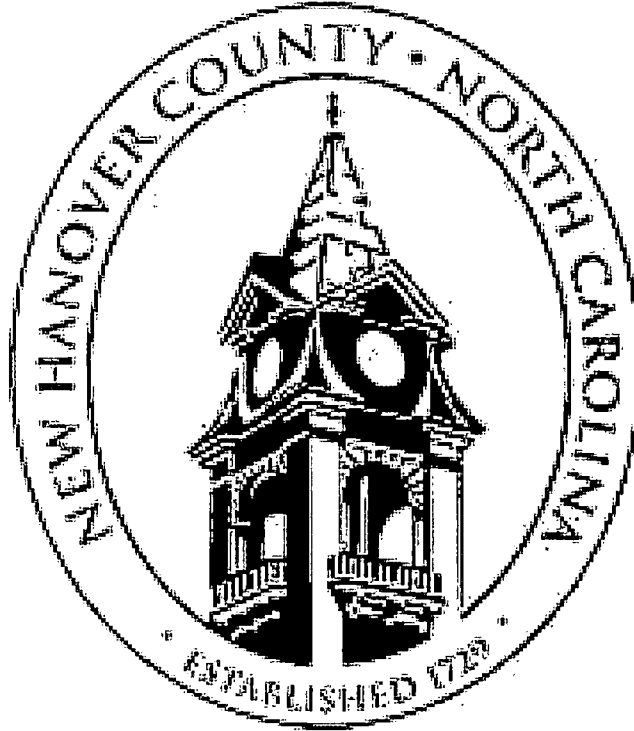


TAMMY THEUSCH
PIVER
Register of Deeds

New Hanover County

Register of Deeds

320 CHESTNUT ST SUITE 102 • WILMINGTON, NORTH CAROLINA 28401
Telephone 910-798-4530 • Fax 910-798-7716



State of North Carolina, County of NEW HANOVER
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