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STATE OF NORTH CAROLINA

DECLARATION OF RESTRICTIONS

COUNTY OF NEW HANOVER

BRICKSTONE ESTATES SUBDIVISION, SECTION 4

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, who are the owners and developers of that certain subdivision in Harnett Township, New Hanover County, North Carolina, known as BRICKSTONE ESTATES SUBDIVISION, Section 4, as the same is shown on a map or plat prepared by Jack G. Stocks, Registered Land Surveyor, which is recorded in Map Book 22, at Page 94 in the Office of the Register of Deeds of New Hanover County, in order to promote a uniform and harmonious development of said subdivision as a desirable residential community do hereby covenant and agree to and with each other and with all persons, firms, or corporations now owning or hereafter acquiring any lots in the above mentioned subdivision, that the use of all lots is hereby made subject to the following restrictions or restrictive covenants, which shall run with the land, and be binding upon said lots and whomsoever owns the same to-wit:

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1. No lot or lots shall be put to any use other than for residential purposes, except that any lot may be used by the Developer for a street or roadway.

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. No such garage shall 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 lots is expressly prohibited.

3. Dwellings constructed on any lot must contain at least 1200 square feet of living area unless the dwelling is constructed with a connected garage or carport in which case the dwelling must contain 1,000 square feet of living area. In computing the square footage of living area measurement shall be from the outer side of the brick work of the outside of the structure, but such measurements shall not include garages, carports, porches, stoops or like areas.

4. The plans for all dwellings or structures shall be approved by W. H. Grathwol and B. L. Fowler, their successors, nominees, or assigns. Provided, however, if plans are submitted for approval, and after a period of twenty days from the delivery thereof, the person or corporation so delivering the plans has not received either approval, disapproval, or request for modification of the plans, then the plans shall be deemed to be approved so long as the dwelling or structure is in the general conformity with the other dwellings and structures in the subdivision.

5. No building or structure of any kind shall be located on any lot nearer than 25 feet from the front street line. No building or structure of any kind shall be located on any lot nearer than five feet from any side lot line, provided, however, if the owner of two or more adjoining 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 computing the front and side setback distances called for in these restrictive covenants, measurements shall be from the base or ground level of the building or structure, and neither the overhang of eaves, not in excess of three feet, nor the establishment of uncovered stoops or steps within the setback area, shall be considered a violation of this covenant. In the event of the unintentional violation of any of the building line restrictions herein set forth, the undersigned reserve the right, by and with the mutual consent, in writing, of the owner or owners at such time of the lot or lots affected thereby, to change such restrictions accordingly; provided however, that such change shall not exceed 10% of the marginal requirement of the building line restrictions existing as to such lot.

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ROUNTREE, RYALS, JACKSON, SEAGLE & CARTER

WILMINGTON, NORTH CAROLINA 28402-1400

RETURNED TO Carol Bader/
Alex Hall

6. The grantor reserves for itself, its successors or assigns, an easement in the 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 the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage, or other utilities including water and sewer service.
7. No commercial trade or activity or any noxious trade or activity whatsoever shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, any annoyance or nuisance to the neighborhood. In the event yards in the subdivision are not properly maintained, they may be cleaned by the developers at the owners expense. Un-sightly, inoperative junk cars and like eyesores cannot be maintained on any lot or on any street in the subdivision either prior to or after the dwelling has been erected and any such automobiles may be removed by the developers at the lot owners expense.
8. No structure of a temporary character, trailer, mobile home, tent, shack, garage apartment, barn or other outbuilding shall be used on any lot, either temporarily or permanently, either by the owners of said lot or any other persons, as living quarters.
9. All buildings, structures, and their appurtenances shall be maintained in a suitable state of repair, and in event of destruction by fire or other casualty, premises are to be cleared and debris removed within 90 days from date of such casualty.
10. 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; provided further, that they are not kept in such numbers or of such a nature as to be or become a nuisance to the adjoining property owners or any residents of the subdivision.
11. No lot or area 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 lots, 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. Provided, however, the developer may use undeveloped portions of the Brickstone Estates Subdivision tract as a deposit for dirt, tree stumps and limbs and other debris, to include building debris, as the developer may deem feasible in the improvement of its property.
12. Sewage disposal for any dwelling or other buildings erected on any lot shall be by septic tank or any other method approved by the New Hanover County Board of Health.
13. No sign boards of any description shall be placed on or displayed on any residential lot except signs "For Rent" or "For Sale" which signs shall not exceed six square feet in size.
14. Water to be used by the residents of any lot in the subdivision for human consumption shall be obtained from the community water system unless other sources are approved and authorized by the city-county Board of Health and the utility company.
15. These restrictions are subject to be altered, modified, cancelled or changed at any time as to said Brickstone Estates Subdivision, Section 4 as recorded in Map Book 22, at Page 94, as a whole or as to any subdivided lot or part thereof by written document executed by the developer or its successors in title and by the owners of not less than 51% of the subdivided lot in said Section, and recorded in the New Hanover County Registry, but if said restrictions are not so modified they shall remain in effect until December 31, 2030.
16. Invalidation of any one of these covenants by Judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

17. Any person or corporation owning any lot or lots in said subdivision shall have the right and authority to bring appropriate legal proceedings to prevent violations of these restrictive covenants and/or to recover damages for such violation or violations.

IN TESTIMONY WHEREOF, the said G & F CONSTRUCTION, INC. and BOBBY LEE FOWLER CONSTRUCTION COMPANY have caused this instrument to be executed in their corporate names by their Presidents, attested by their Secretary and Assistant Secretary and sealed with their corporate seals, this the 2nd day of October, 1984.

ATTEST:

G & F CONSTRUCTION, INC.

Ann F. Grathwol
Secretary

BY: W. H. Grathwol
President



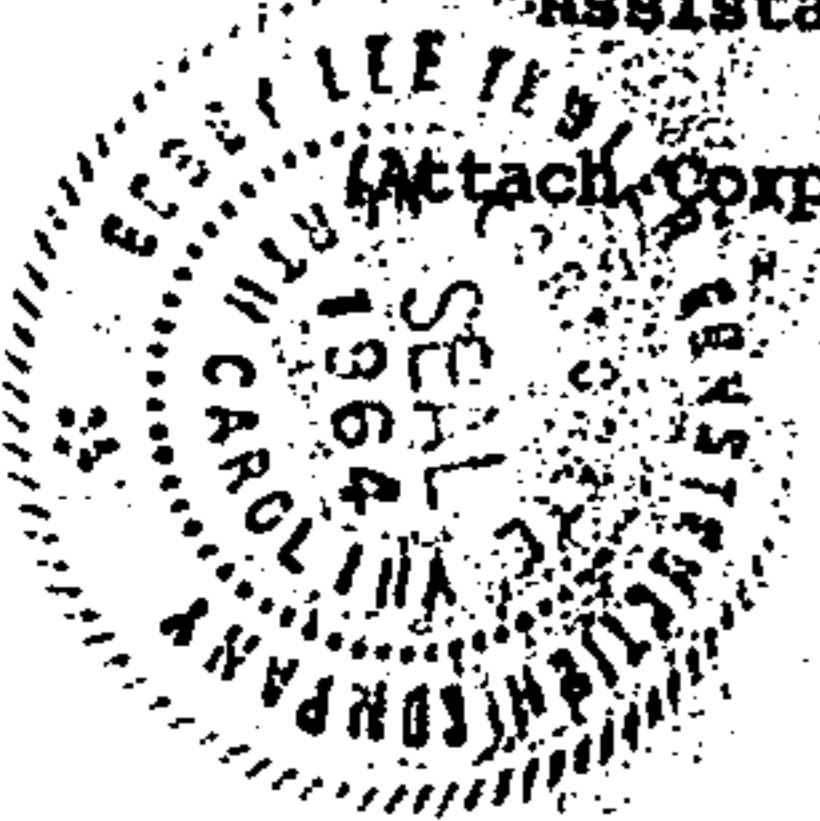
(Attach Corporate Seal)

ATTEST:

BOBBY LEE FOWLER CONSTRUCTION COMPANY

Theresa L. Jager
Assistant Secretary

BY: Bobby Lee Fowler
President



(Attach Corporate Seal)

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

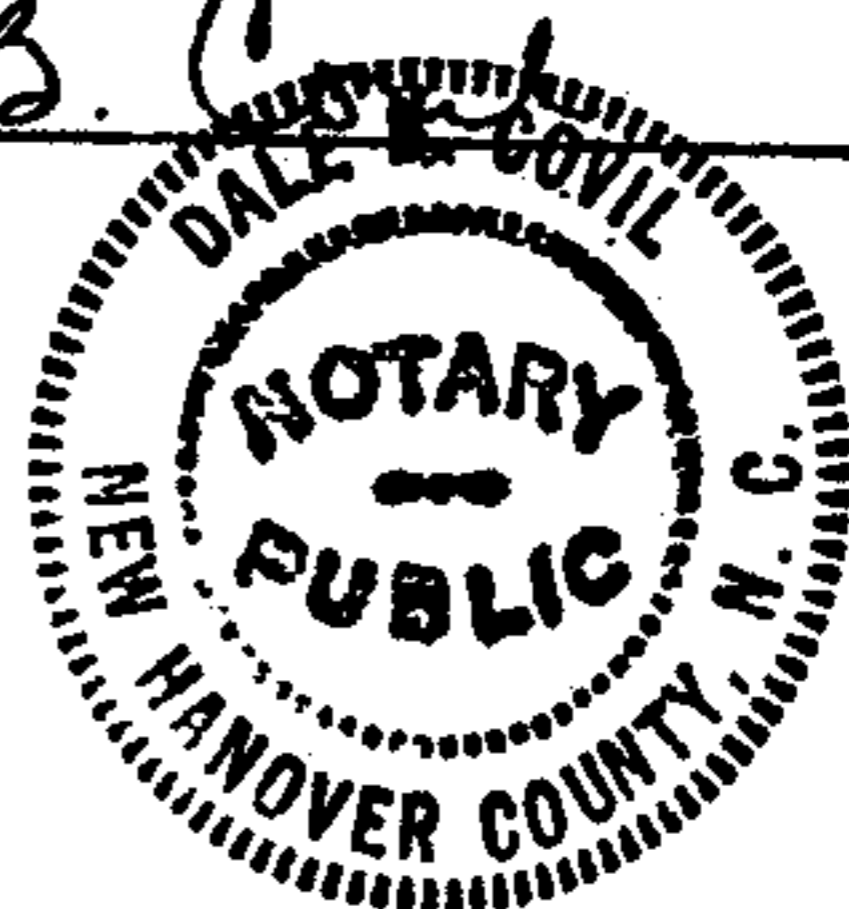
I, Dale B. Covil, a Notary Public in and for the State and County aforesaid, certify that ANN F. GRATHWOL, personally came before me this day and acknowledged that she is Secretary of G & F CONSTRUCTION, INC., a corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by herself as its Secretary.

WITNESS my hand and official stamp or seal, this the 2nd day of October, 1984.

My Commission Expires:

March 16, 1986

Dale B. Covil
NOTARY PUBLIC



STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

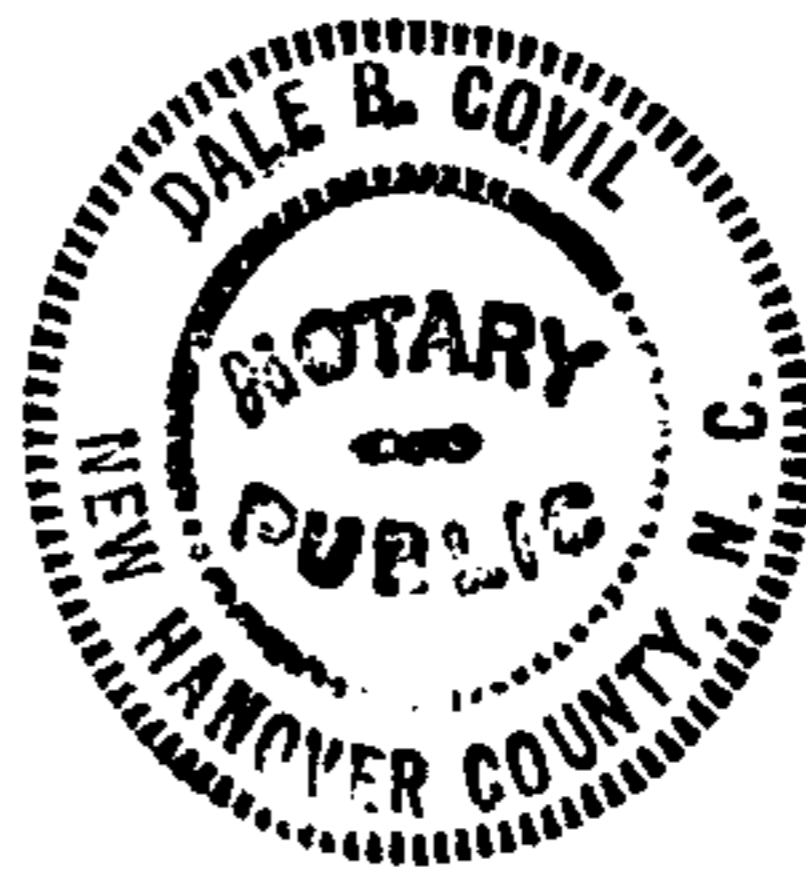
I, a Notary Public in and for the State and County aforesaid, certify that Theresa R. SAGER, personally came before me this day and acknowledged that she is Assistant Secretary of BOBBY LEE FOWLER CONSTRUCTION COMPANY, a corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by herself as its Assistant Secretary.

WITNESS my hand and official stamp or seal, this the 2nd day of October, 1984.

My Commission Expires:

3/16/86

Dale B. Covil
NOTARY PUBLIC



STATE OF NORTH CAROLINA
New Hanover County

The Foregoing Certificate of
Dale B. Covil,
Notary Public, are
is certified to be correct.

This the 3 day of Oct. 1984

Rebecca P. Tucker, Register of Deeds
By Mary Sue Oates,
Asst.