

Wayne  
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Book 50  
00089

STATE OF NORTH CAROLINA

COUNTY OF PENDER

### DECLARATION OF PROTECTIVE COVENANTS BRYAN'S COURT SUBDIVISION, PHASE 1

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Owners and Developers of that certain subdivision in Topsail Township, Pender County, North Carolina known as "BRYAN'S COURT SUBDIVISION, Phase 1, as the same is shown on a map recorded in Map Book 50 at page 89 in the Office of the Register of Deeds of Pender 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 of the numbered lots in the above mentioned subdivision, that the use of all said numbered lots as shown on the above referenced map is hereby made subject to the following protective covenants, which shall run with the land, and be binding upon said lots and whomsoever owns the same, to wit:

1. All lots shall be used for residential purposes only.
2. No double-wide mobile homes, modular homes or stick-built /site built homes less than 28 feet wide and having less than 960 square feet of heated floor space shall be placed on any lot in this subdivision. No single wide mobile homes will be allowed on any lot.
3. All structures placed on a lot in this subdivision shall be site built or new at time of installation.
4. Storm Water Management Plan.
  - A. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 070843, as issued by the Division of Water Quality under NCAC 2H.1000.
  - B. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
  - C. These covenants are to run with the land and be binding on all persons and parties claiming under them.
  - D. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
    - . Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.
    - . The maximum built upon area per lot is 3660 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right of way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking, or the water surface of swimming polls.
    - . Lots within CAMA's Area of Environmental Concern may be subject to a reduction in their allowable built-upon area due to CAMA regulations.
    - . All runoff on the lot must drain into the permitted system. This may be accomplished through providing roof drain gutters which drain to the street, grading the lot to drain toward the street, or grading perimeter swales and directing them into the pond or street. Lots that will naturally drain into the system are not required to provide these measures.
    - . Built-upon area in excess of the permitted amount will require a permit modification.
5. All double wide and modular structures shall be brick underpinned upon completion of installation, unless built upon pilings. If built upon pilings the structure shall be at least 8 feet above



grade to hide the foundation from view and shall further meet all the North Carolina building code requirements. The underneath of all doublewides placed upon pilings shall be covered.

6. No numbered lots can be subdivided.
7. No tent, shack or temporary structure of any nature shall be located on any parcel or used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
8. No sign or billboard shall be displayed on numbered lots. Only signs advertising the property "for rent" or "for sale" will be allowed.
9. All driveway connections and installations must be approved in advance by the Town of Surf City.
10. No debris or leaves shall be disposed of in ditches or swales. All electrical service shall be underground from this property to the source of service.
11. Any accessory buildings must be located behind the home, built of the same material as the home and be of the same exterior color.
12. Fences are only allowed in the back yard and cannot be greater than 5 feet in height.
13. Each lot must have an underground drainage system and infiltration trench from house for runoff in compliance with the codes of the Town of Surf City and the State of North Carolina.
14. It shall be the responsibility of each lot owner to prevent the development of unclean, unsightly or unkempt conditions of buildings or grounds on their lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.
15. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or be a nuisance to the neighborhood. There shall not be maintained any plants or animals, or devices or things of any sort whose normal activities or existence is any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.
16. No cattle, swine, livestock or poultry of any kind shall be raised, bred, or kept on this property except that dogs, cats or others household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.
17. No discarded junk, scrap or inoperable vessels, boats or vehicles, or any wreckage shall be kept, maintained or located on any lot or permitted to be kept, maintained or located on any lot.
18. Invalidations of any one these covenants by judgment or Court Order, or otherwise, shall in no way affect in any manner any of the other provisions contained herein, which shall remain in full force and affect,
19. Enforcement of these restrictions shall be through proceeding at law or in equity on the part of any person or persons owning any interest in the real property hereinabove described against any person or persons violating or attempting to violate any part hereof, either to restrain the said violations or to recover damages incurred thereby.
20. Developers, for themselves and their heirs, assigns and successors, do hereby reserve the right to amend or alter the restrictions contained herein so as to provide for minor violations thereof. The term "minor violation" shall not be interpreted to include any violation in excess of ten (10%) per cent off the minimum restrictions. Such amendment or alteration may be made by written consent of the Developers, their heirs, assigns or successors, and the owner from time to time of the parcel upon which such restrictive covenants are to be changed.
21. Developers specifically reserve the right to amend or change any part of all of these restrictions, covenants and conditions contained herein by the filing in the Office of the Register of Deeds of Pender County a Declaration of Protective Covenants, which such amendments, modifications or conditions shall be made applicable to the conveyance of lots made subsequent to the recording of such Declaration of Protective Covenants. Developers further reserves the right to add additional lots to Bryan's Court Subdivision in additional phases and said lots/lot owners shall become members of any Homeowner's Association formed by Developers and have all rights and responsibilities of the other owners of lots in Bryan's Court Subdivision, Phase One.
22. Developers reserve the right to form a Home Owner's Association with said Association having the authority to hold title to real property and the ability to promulgate reasonable rules and regulations regarding the use and maintenance of said property the roads and/or common areas, and



to assess dues which will become a lien on the lots in the subdivision. Upon the sale of 50% of the lots in the subdivision, all rights reserved herein to Developers shall devolve to the Home Owner's Association.

23. Developers reserve the right to subject the real property in the subdivision to a contract with Jones Onslow EMC or any other applicable electrical utility company for the installation of street lighting which may require a continuing monthly payment to said utility company by each customer within the subdivision. All electrical, telephone, and cable transmission lines shall be placed underground.

24. All covenants and restrictions herein shall run with the land and shall be binding on all parties owning parcels out of said land for a period of twenty years (20) years from the date hereof, at which time these covenants shall be automatically extended for successive periods of ten (10) years each unless by vote of the majority of the then owners of said parcels not under legal disability, it is agreed to revoke or amend same. Any interested party may take such steps as are necessary or appropriate under the North Carolina Marketable Title Act to extend these restrictive covenants, consistent with this paragraph. Any owner in this subdivision shall have the right to enforce the covenants and restrictions.

25. Any reference to Developers, Aldrich Alvin Batts and David Wayne Lanier, herein shall include any agent designated by him or his personal representative and his heirs, devisees and legatees.

IN WITNESS WHEREOF, Declarant, ROYAL PALM DEVELOPMENT CORP., a North Carolina Corporation, has hereunto set their hands and seals this the day and year first above written.

Royal Palm Development Corp.

BY: Aldrich Alvin Batts

STATE OF NORTH CAROLINA  
COUNTY OF PENDER

I, CYNTHIA R FENNEL, the undersigned, a Notary Public of Pender County and of the State of North Carolina, certify that ALDRICH ALVIN BATTS personally came before me this day and acknowledged that he is Vice-President of ROYAL PALM DEVELOPMENT CORP., 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 the Vice-President. Witness my hand of official seal this 12 day of MAY, 2010.

Cynthia R Fennell  
Notary Public

My commission expires: 11-20-2014

