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STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

BK 1146 PG 1071

FILED FOR REGISTRATION
BOOK 1146 PAGE 1071

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DECLARATION OF RESTRICTIONS
GRIST CREEK RUN, PHASE 1

ROBERT J. ROBINSON
REGISTER OF DEEDS
BRUNSWICK COUNTY, N.C.

THIS DECLARATION OF RESTRICTIONS is made and entered into this 14th day of May, 1997, by JDR ENTERPRISES OF WINNABOW, INC., a North-Carolina corporation hereinafter referred to as "Developer".

WITNESSETH

THAT, WHEREAS, Developer is the owner of all right, title and interest in and to that certain tract of land lying and being in Brunswick County North Carolina, and known as GRIST CREEK RUN, Phase 1; and

WHEREAS, the Developer desires 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 the property, with no greater restriction upon the free and undisturbed use of the lot than is necessary to insure the same advantages to the other lot owners,

NOW, THEREFORE, the Developer does hereby covenant, agree and declare to and with all persons, firms or corporations now owning, or hereafter acquiring any property in GRIST CREEK RUN, Phase 1, that all lots in said subdivision, as shown on those Maps recorded in Map Cabinet 18, at Pages 217-218 of the Brunswick 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 shall be single-family residential lots, and shall be used for residential

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purposes only, and no dwelling shall be placed on the property other than a single-family dwelling. Provided, however, that the Developer, or its designees shall be permitted to use one lot of its choice for a sales office for GRIST CREEK RUN, Phase 1.

2. No dwelling erected or placed on any of the lots, as aforesaid, shall have a width of less than twenty-four (24) feet, and a length of less than forty (40) feet, nor be less than nine hundred sixty (960) square feet, when measured by the exterior walls, exclusive of porched, steps walks, decks, carports, storage areas, etc.

3. No building shall be erected, or moved onto any lot until the plans and location thereof shall have been approved in writing by the Developer. In the event of the failure of Developer to approve, or disapprove any plans within thirty (30) days after said plans have been presented to it, such approval shall not be required; provided all other provisions of this Declaration shall have been complied with, and the plans and location of said buildings are in harmony with the other buildings then existing on the property.

4. All dwellings must have wood, lap aluminum, vinyl, brick, or masonite siding, and fiberglass or asphalt shingle roofs. Garages and carports must be constructed of materials approved by the Developer. It is the express intention of the Developer to maintain in the property a uniform plan of development with respect to design, size, type, cost and general appearance of the structure to be located on the property.

5. The exterior of any structure under construction must be completed within six (6) months after the institution of such construction, unless written approval is obtained from the

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Developer.

6. No part of any dwelling located on any lot located in GRIST CREEK RUN, Phase 1, as referred to above, shall be nearer than fifty (50) feet to the front of the property line of said Lot. No part of any dwelling located on any lot located in GRIST CREEK RUN, Phase 1, as referred to above, shall be nearer than ten (10) feet to any side boundary line on lots less than one acre nor nearer than twenty (20) feet to any side boundary line on lots greater than one acre. No accessory building shall be erected on any lot without the approval of the developer as to location, design, and materials of said building. In the event of the failure of Developer to approve, or disapprove any plans within thirty (30) days after said plans have been presented to it, such approval shall not be required. Regardless said accessory building shall comply with all governmental regulations, and the terms of these restrictive covenants.

7. On corner lots, the side having the least street frontage shall be considered the front lot line of the said lot.

8. No lot sold, or offered for sale, shall be resubdivided, unless such part of the resubdivided lot becomes a part of a whole lot, and the remainder of the resubdivided lot becomes a part of another whole lot, unless approved in advance by the Developer.

9. No business, trade, vocation or occupation shall be carried on, or maintained on any lot or part of any lot, nor shall any use be made of any portion of the property which may be, or become an annoyance, or nuisance to the neighborhood. No animals, other than domesticated pet dogs, cats and birds may be kept, or housed on a lot or in any structure thereon. No pets shall be left

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outside the main dwelling past ten (10:00) o'clock P.M., nor prior to six (6:00) o'clock A.M. Any automobile, truck or other motor vehicle which does not have a correct, valid license plate and inspection sticker, or is not in operating condition shall not be left on a lot, or in the street for over ten (10) days. No automobile, truck or other motor vehicle shall be parked on any roads or on the shoulder of any roads of the subdivision.

10. No fence shall be erected on any lot nearer the front street line, than the rear corners of the dwelling erected on said lot, and all fences erected shall be of wood, wood simulated vinyl, or chain link type composition. Each residence shall have a front entry deck or porch, of masonry or pressure treated wood with a minimum size of six (6) feet by eight (8) feet, with hand rails; and all other entries shall have a deck or porch of masonry or pressure treated wood with a minimum size of six (6) feet by six (6) feet, with hand rails. All residences shall be enclosed underneath with masonry of either finished brick or stucco over block which shall be approved by Developer prior to installation. All mobile or modular units shall have the tongues removed prior to underpinning being installed.

11. No sign or billboard of any description shall be displayed on any lot, other than private name plates or signs for identification of the residence.

12. Until such time as municipal sewage is available, sewage disposal shall only be by septic tank, meeting the approval of the North Carolina Board of Health and the Brunswick County Health Department.

13. It shall be the obligation of the Owner of any lot or lots to provide, install and maintain

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adequate culvert or drain pipe beneath his, or her driveway as it crosses the ditch line at the front of the lot in order that the natural flow, or drainage will not be at any time blocked along the street. The culvert or drainage pipe must be of sufficient size to accommodate the flow of surface water in the ditch line. In no instance shall said drainage pipe be less than fifteen (15) inches in diameter and twenty (20) feet long, and said pipe shall be installed prior to the location of any dwelling on said lot.

14. Developer shall have no responsibility for maintaining any drainage easements in connection with any lots sold. All maintenance shall be the responsibility of the purchaser of the lot, his heirs, successors and assigns. Within easements reserved to Developer, no structure, planting or other materials shall be placed, or permitted to remain which may damage, or interfere with the installation, or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority, or utility company is responsible.

15. In the event yards are not properly maintained they may be cleaned up at owner's expense, and the cost thereof shall be treated as a lien against said property until paid.

16. No fuel tanks, or similar storage receptacles shall be exposed to view. Any such receptacles may be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground. Any installations are subject to the approval of the Developer.

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17. No satellite television dishes in excess of three feet in diameter shall be allowed on any lot. All other satellite television dishes shall be located behind the dwelling located on said lot.

18. The Developer reserves unto itself a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, television, and cable facilities, gas, sewer, water and other public conveyances, or utilities on, in or over the rear ten (10) feet of each lot, the front ten (10) feet of each lot, and the ten (10) feet along the sides of each lot. These easements and rights especially include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary in the opinion of the Developer to provide an economical and safe utility installation

19. The Developer reserves the right to subject the property to easements and contracts with electric, telephone, cable television, and other utilities for the installation of street lights, underground cables, wires, pipes, and other necessary conduits for utilities, any of which may require an initial payment and continuing monthly payment for the use thereof by the owners of single-family residences within the property, and the cost thereof shall be treated as a lien against said property until paid.

20. All restrictions set forth in this Declaration shall run with the property and all portions thereof, and be binding upon all parties having any right, title, or interest in the property, or any portion thereof, their heirs, devisees, successors and assigns, and shall enure to the benefit of the

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same, for a term of ten (10) years from the date this Declaration is recorded in the Brunswick County Registry, after which time this declaration shall be automatically extended for successive periods of ten (10) years, unless ninety (90%) per cent of the then owners agree to revoke the same. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) per cent of the owners, and recorded in the Brunswick County Registry, and thereafter by an instrument signed by not less than seventy-five (75%) per cent of the owners, and recorded in the Brunswick County Registry.

PROVIDED, HOWEVER, at any time prior to June 1, 2007, this Declaration may be amended by the Developer at its discretion, but not to impair the value of any property of the lot owners.

21. The invalidation of any one of these covenants, conditions or restrictions contained in this Declaration by any Court, agency or legislature shall in no way affect any of the other covenants, conditions or restrictions contained in the Declaration, and they shall remain in full force and effect.

22. The Developer, and any owner, shall have the right to enforce, by any proceeding at law or in equity, all of the conditions, covenants and restrictions of this Declaration, and any and all liens hereinafter imposed pursuant to the provisions of this Declaration. (The term "any owner" shall not be deemed to be a trustee or mortgagee under a Deed of Trust on the property.) Failure by the Developer or any owner to enforce any of the above shall in no event be deemed a waiver of the right to do so thereafter. In addition to the foregoing, the Developer shall have the right, whenever there

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shall have been built on any lot structure which is in violation of this Declaration, to enter upon said lot where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, the same shall not have been corrected by the owner. Any such entry and abatement, or removal shall not be deemed a trespass.

23. Developer shall have the right but not the obligation to subject additional properties adjacent to Grist Creek Run, Phase I to these restrictive covenants without the consent of any lot owners and to amend these restrictions to reflect the same.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be signed in its corporate name by its President, and attested by its Secretary, and sealed with its corporate seal, as the day and year first above written.

JBR ENTERPRISES OF WINNABOW, INC.

BY: Louis A. Lewis
PRESIDENT

ATTEST:

[Signature]
SECRETARY

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STATE OF NORTH CAROLINA

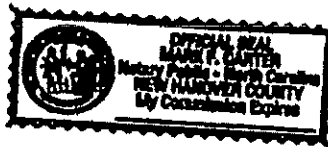
COUNTY OF NEW HANOVER

I, Mark F. Carter a Notary Public in and for the
County and State aforesaid, do hereby certify that D.H. Thrall personally appeared
before me this day and acknowledged that he is the Secretary of JBR ENTERPRISES OF
WINNABOW, INC., 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 its President, sealed with its
corporate seal and attested by its Secretary.

WITNESS my hand and official seal on this, the 15 day of May, 1997.

My Commission Expires: 2/23/2000

Mark F. Carter
NOTARY PUBLIC



STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of Mark F. Carter

Notary(ies) Public is (are) Certified to be Correct.

This Instrument was filed for Registration on this 15 Day of May, 1997,
in the Book and Page shown on the First Page hereof.

Robert J. Robinson - G.F.M.
ROBERT J. ROBINSON Register of Deeds