

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

ECN 205 MAY 222

DECLARATION OF RESTRICTIONS

THIS AGREEMENT OF DECLARATION, Made and entered into this the 26th day of January, 1969, by and between BRIERWOOD GOLF CLUB, INC., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal place of business in Shallotte, North Carolina, party of the first part; and any person, firm or corporation hereafter acquiring title to or any interest in the property hereinafter described, parties of the second part:

W I T N E S S E T H

THAT WHEREAS the party of the first part is the owner of a tract of land lying and being in Shallotte Township, Brunswick County, North Carolina, which it acquired from Bennie B. Ward and wife, Jamie B. Ward, by deed dated January 22, 1969, containing approximately 572 acres as shown on the deed to the party of the first part recorded in the Office of the Register of Deeds for Brunswick County, North Carolina, and whereas the party of the first part is planning and developing a subdivision centered around a golf course, and whereas to insure high standards and orderly development of residential property surrounding the golf course it wishes to impose on certain of the property now being offered for sale as shown on an unrecorded map entitled Willow Run Subdivision, Shallotte, North Carolina, dated August 1968, by V. W. Herlevich, Surveyor, a uniform set of restrictions.

NOW THEREFORE, for and in consideration of the premises and of a future purchase of any of the property hereinafter described by any person, firm or corporation the party of the first part does herein state, declare, and agree that the conveyance of Lots Numbered 1 through 17 as shown upon the aforementioned map prepared by V. W. Herlevich, Surveyor, shall be made subject to the following restrictions, obligations and covenants:

1. No building, fence or other structure shall be erected, placed or altered on any lot in the subdivision until the building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, drives and parking area), and construction schedule have been approved in writing by the Board of Directors of Brierwood Golf Club, Inc., its successors or assigns.

REC 205 NH 223

2. Each numbered lot in said area shall be used for residential purposes exclusively. No structure shall be erected, altered, placed or permitted to remain on any lot, other than one (1) detached single family dwelling not to exceed two and one-half (2½) stories in height and one accessory building which may include a detached private garage and/or servants' quarters, provided the use of such accessory building does not include any activity normally conducted as a business. Such accessory building may not be begun prior to the construction of the main dwelling. A guest suite or like facility with separate kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling.
3. No portion of any lot, other than that covered by buildings approved as hereinbefore specified, shall be used for any purpose other than that of a lawn; nothing herein contained, however, shall be construed as preventing the use of the same for walks, drives, private swimming pools, tennis courts, and other appropriate private facilities, the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or statuary, fountains or similar ornamentations, for the purpose of beautifying said premises; but no vegetables or grains of the ordinary garden or field variety shall be grown thereon without the approval of the Board of Directors of Briarwood Golf Club, Inc.
4. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such lot which shall tend to destroy the beauty of the neighborhood as a whole or the specific area.
5. No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence, nor shall such temporary building or trailer be erected or allowed to remain on any lot except during the construction of the main dwelling.
6. For a one-story residence, the floor area of the main structure exclusive of one-story open porches and garages, shall not be less than 1,500 square feet. In the case of more than one story, the ground floor area shall not be less than 1,200 square feet.
7. In the event the owner of any residential lot permits any underbrush, weeds, et cetera, to grow up on any such lot to a height above two (2) feet (except as part of a landscaping plan approved by Board of Directors of Briarwood Golf Club, Inc.) and on request fails to have the premises cut within thirty (30) days, agents of the party of the first part may enter upon said land and cut and remove the same at the expense of the owner; provided, however, that such expense shall not exceed Ten Dollars (\$10.00) annually. The Board of Directors of Briarwood Golf Club, Inc., or its agents may likewise enter upon said land to remove any trash which has collected on said lot at the expense of the owner; provided, however, that such expense may not exceed Twenty-Five Dollars (\$25.00) annually. This provision shall not be construed as an obligation on the part of the party of the first part or its associates to provide garbage or trash pick-up service.
8. No livestock, fowl or animal of any kind, except cats, dogs, and other household pets, shall be kept or harbored upon any lot. Upon complaint of any lot owner, the party of the first part, in their discretion, may limit or prohibit the keeping or harboring of any or all animals permitted hereunder.

REC 205 MAR 224

9. Each lot owner shall provide receptacles for garbage in a screened area not generally visible from any road or the golf course, or provide underground receptacles, or like facilities in accordance with reasonable standards established by the party of the first part.

10. Prior to the occupancy of a residence on any lot in said subdivision, proper and suitable septic tank, or tanks, shall be constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such tank or tanks. No sewage shall be emptied or discharged in the ocean or any creek, marsh, river, or sound, or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the appropriate public health authority. Approval of such system as installed shall also be obtained from such authority.

11. No commercial signs, including "for rent" or "for sale" shall be erected or maintained on any lot except with the written permission of the party of the first part or except as may be required by legal proceedings, it being understood that the party of the first part will not grant permission for such signs unless their erection is reasonably necessary to avert serious hardship to the property owner. Property identification and like signs exceeding a combined total of more than three (3) square feet may not be erected without the written permission of the party of the first part.

12. The party of the first part reserves unto itself, its successors and assigns, 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, gas, sewage, water or other public conveniences or utilities on, in or over the rear and/or front ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such other areas as are shown on the plat of the subdivision. These easements expressly include the right to cut any trees, or bushes, et cetera, grading, ditching, and like action reasonably necessary to provide economical utility installation.

13. In the event the owner desires to sell any of the property made subject to these restrictions, with or without improvements, then said property shall be offered for sale to the party of the first part at the same price and under the same terms at which the property is about to be sold and at the same time the owner shall furnish to the party of the first part the name or names of the prospective purchaser. After this information has been furnished to the party of the first part, it shall have thirty (30) days within which to exercise its option to purchase said property and should the party of the first part fail or refuse (within thirty (30) days after receipt of notice of the price, terms and prospective purchaser) to exercise its option to purchase said property at the price and terms at which it is about to be sold, then the owner of said property shall have the right to sell said property subject to all covenants and limitations herein contained and the party of the first part upon request of the owner will denote its offer and subsequent refusal to purchase in an independent instrument in writing or in the deed of conveyance from owner to purchaser if owner requests same.

14. The rights hereby reserved to the party of the first part shall apply with equal force and effect to its successors and assigns.

BOOK 205 PAGE 225

15. All of the covenants, restrictions, and affirmative obligations set forth in this Declaration and hereinbefore enumerated shall run with the land and shall be binding on all parties and persons claiming under any of the parties to said Declaration for a period of twenty-five (25) years from January 1, 1969. After such time, said covenants, restrictions and obligations shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of lots affected by said covenants, et cetera, has been recorded agreeing to change the same in whole or in part.

16. If the parties to said Declaration or any owner of any lot within the subdivision hereinafter referred to, or any of them or their heirs, successors or assigns shall violate or attempt to violate any of the covenants, restrictions, or obligations herein, it shall be lawful for any other person or persons, owning any real estate situate in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons, violating or attempting to violate any such covenant and either to prevent him, or them, or it, from so doing or to recover damages or other dues for such violation.

17. In addition to the foregoing the party of the first part, or its agents, shall have the right whenever there shall have been built on any lot in said subdivision any structure which is in violation of these restrictions to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days notice of such violation, it shall not have been corrected by the owner. Any such entry, abatement, or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction, or condition, contained in said Declaration and by reference made a part of a deed of conveyance to any lot within said subdivision however long continued shall not be deemed a waiver of the right to do so later as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or effect its enforcement.

18. Invalidation of any of the covenants, restrictions or conditions shall in no wise affect any of the other such provisions, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said party of the first part has caused this instrument to be executed by its President and attested by its Secretary and its corporate seal thereto affixed, all by authority of the Board of Directors.

(CORPORATE)
SEAL

BRIERWOOD GOLF CLUB, INC.

ATTEST:

BY: B. B. Radman (SEAL)
PRESIDENT

John A. Madison
SECRETARY

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

BOOK 205 PAGE 226

I, Patricia D. Jones, NOTARY PUBLIC, do hereby certify that John T. Madison, personally appeared before me this day and being duly sworn, deposes and says: That he is Secretary of BRIERWOOD GOLF CLUB, INC., that B. B. Hard is President; that he is well acquainted with the said President and knows the common seal of the said Corporation; that he, the said John T. Madison, saw the said B. B. Hard, President sign and execute the foregoing Agreement for the purposes therein set forth and affixed the corporate seal of the same, which is the common seal of the said corporation, and that he, the said John T. Madison, attested the said execution of the said Agreement as the act and deed of the said BRIERWOOD GOLF CLUB, INC., and that the same was done by authority of the Board of Directors.

Witness my hand and notarial seal, this the 10th day of January, 1969.



Patricia D. Jones
NOTARY PUBLIC

My commission expires:

August 7, 1970

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The foregoing certificate of Patricia D. Jones, is certified to be correct. Presented for registration and recorded in this office at Book 205, at Page 222.

This the 12th day of February, 1969, at 4:45 o'clock, P.M.

BY: D. J. Clark
REGISTER OF DEEDS

D. T. CLARK
REGISTER OF DEEDS