

FILED
HOKE COUNTY
ONNIE DUDLEY
REGISTER OF DEEDS

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BOOK 00727
START PAGE 0785
END PAGE 0791
INSTRUMENT # 06140

STATE OF NORTH CAROLINA }
 }
COUNTY OF HOKE }

RESTRICTED COVENANTS OF
SECTION ONE
BRIDGEPORT SUBDIVISION

THIS AGREEMENT, made this the 15th day of August, 2006 by and between Bridgeport Development, LLC, Asset Development, Inc., Hardin Builders, Inc., Hunnicutt Builders, LLC, and TLM Construction, Inc. Party of the First Part (Declarants) and all owners and future owners of certain specific numbered lots in that certain subdivision known as SECTION ONE, BRIDGEPORT SUBDIVISION, Parties of the Second Part.

THAT WHEREAS, BRIDGEPORT DEVELOPMENT, LLC is the owner of SECTION ONE, BRIDGEPORT SUBDIVISION, a map of which appears in the Office of the Registry of Deeds of Hoke County in Cabinet 3, Slide 3-34, Map 003/004;

WHEREAS, the Party of the First Part desires to impress certain Restricted Covenants upon said specific numbered lots as it is contained in said subdivision;

NOW, THEREFORE, in order to accomplish said Restricted Covenants, and in consideration of the mutual benefits to the parties hereto, the Party of the First Part covenants and agrees that said lots of the subdivision designated as SECTION ONE, BRIDGEPORT SUBDIVISION, a map of which is recorded in Cabinet 3, Slide 3-34, Map 003/004 of the Hoke County Registry, is subject to and there is hereby imposed upon said "lots" the following Restricted Covenants to run with the land:

1. **Use.** This property shall be used only for residential purposes. No structure shall be erected, placed, altered or permitted to remain on this property other than one single family dwelling, which may not exceed two and one half stories in height, a private garage, and such other buildings as may be reasonable appurtenant to the dwelling, provided that the same are constructed of the general architectural design, construction standards and materials used in the dwelling itself. All improvements shall be of new construction.

No mobile homes or manufactured housing of any sort shall be permitted to be placed upon any lot.

Nothing in this paragraph shall be interpreted to prohibit the Declarants from using any lot or lots within the subdivision for the purpose of providing utilities for the subdivision.

2. **Subdividing Prohibited.** No portion of the property as shown on the recorded plat shall be further subdivided in any manner so as to create any additional building lot or lots.

This provision shall not be interpreted to prohibit revision of lot lines in order to increase or decrease lot size or to correct inadvertent setback violations.

3. **Minimum Heated Living Space.** With respect to each lot in said subdivision, no single story residence shall be constructed on a lot which shall have a heated area living space constituting ground coverage on one level of less than 1500 square feet; and no multistory residence shall be constructed on the property which shall have a heated area living space of less than 1200 square feet, of which a minimum of 1200 square feet shall be on the ground floor, or shall constitute ground coverage on one or more levels.

Heated area living space shall mean the ordinary living space in a house, which is designed and constructed so as to be capable of being heated for regular living use in cold weather. In the computation of floor space, furnace room areas, garages and porches, shall not be counted. In computing heated floor space of a ranch style plan, bonus room over a garage can not be used to meet the minimum square footage requirements.

4. **Setback Requirements.**

- (a.) For all Lots Other than Corner Lots. The building line of any dwelling house or the buildings appurtenant thereto shall not be less than thirty (30) feet from the street property line on which the dwelling house fronts; not less than ten (10) feet from either side line, but both side yards shall not be less than a total of thirty (30) feet; and not less than twenty-five (25) feet from the rear property line.
- (b.) For all corner lots the building line of any dwelling or the buildings appurtenant there to shall not be less than thirty (30) feet from the street property line on which the dwelling fronts, at least thirty (30) feet from any side street property line; not less than ten (10) feet from any interior side line. Rear yard requirements for all lots shall be twenty-five (25) feet.
- (c.) The provisions of this Paragraph 4, including subsections, may be changed or modified with respect to any one or more lots so as to make the provisions less restrictive by, (1) the change being waived or approved by the County of Hoke through its required administrative procedures; and (2) the change being approved by written recorded instrument signed by all of the owners of all involved lot or lots and the majority of the owners of the lots on both sides within 200 feet of any involved lot and the lots across the street within 200 feet of the center of any involved lot projected directly across the street; and (3) while BRIDGEPORT DEVELOPMENT, LLC., continues to own or hold a Purchase Money Deed of Trust on any lot in SECTION ONE, BRIDGEPORT SUBDIVISION, by the change being approved by the written consent of BRIDGEPORT DEVELOPMENT, LLC.

Modification of Paragraph 4 as herein set out shall be an additional method of modification. The provision of said Paragraph may also be modified in the manner set forth in Paragraph twenty-two (22) entitled, "Modification or Amendment."

5. **Garages.** The side line restrictions shall not apply to detached garages located within the rear one-fourth of the lot. The building line of such detached garages shall not be less than five (5) feet from a side line and not less than five (5) feet from the rear line.

On corner lots, such detached garages and other accessory buildings must be placed no closer to the street than the principal structure and must be located upon the rear interior one quarter (1/4) of said corner lot or subject to the sideline restrictions as set forth in Paragraph 4.

6. **Drainage, Easements, Street Dedications.** In addition to easements for drainage and drainage swales and for installation and maintenance of drainage facilities, including pipelines shown on the recorded plat, an easement (measuring five (5) feet on each side of all interior lot lines) is hereby reserved for such purposes and for underground utilities. A sidewalk easement has been assigned to lots; 19, 20, 83, 84 and 85 in the BRIDGEPORT SUBDIVISION. Lot owners will be responsibility for maintenance of any drainage easements or swales located within their lot.

All areas indicated as streets and easements on said plat are hereby dedicated to public use for such use forever.

7. **Street Lighting.** The Developers reserves the right to subject the real property of this subdivision to contract with Lumbee River Electric Membership Corporation for the installation of street lighting, which requires a continuing monthly payment to Lumbee River Electric Membership Corporation by each residential customer.

8. **Exteriors.** No structures may be constructed with an exterior wall finish material of concrete or cinder block or shall be finished in asbestos siding shingles.

9. **Driveways.** Any lot upon which a dwelling is erected in keeping with these Restrictive Covenants must have a concrete driveway constructed from the right-of-way line upon which the dwelling fronts, or in the case of a corner lot, either fronts or borders on the side, to the side of said dwelling.

10. **Sidewalks.** Sidewalks are required in front of each lot. Sidewalk should be installed 2 foot off back of curbing and sidewalk to be 3 foot wide. Each builder/lot owner is responsible for installation/cost of said sidewalks.

11. **Fences.** No chain link fence or solid panel fence, hedge, or wall shall be erected or maintained nearer to any street than the principal dwelling structure or nearer to any street than the setback line on any vacant lot, but ornamental fences or hedges not to exceed three (3) feet in height may be erected in such area.

In no event shall a fence, hedge, or wall higher than six (6) feet be erected or maintained.

12. **Antennas.** No external antenna used for the purpose of transmitting or receive audio or visual signals shall be erected or maintained upon any lot other than digital satellite dishes measuring no more than thirty-six (36) inches in diameter.

13. **Signs.** No sign or signs other than a "For Sale" or "For Rent" sign shall be displayed on the property.

14. **Animals-Pets.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lots, except dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

All dogs kept on any lot must be kept in a fenced in area or leashed at all times while outside the dwelling located on any lot.

No dangerous dogs, including, but not limited to, pit bulls, rottweilers, dobermans, chows and german sheperds, are prohibited on any lot or lots within said subdivision.

15. **Temporary Structures.** 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, either temporarily or permanently. No temporary structure, trailer or shack shall be placed on any lot except for use during construction of a dwelling on said lot or by Declarants during the development of said subdivision.

16. **Noxious Activity.** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become a nuisance to the neighborhood.

17. **Junked Automobiles/Motor Vehicles.** No automobile or motor vehicle may be dismantled on said property. No mechanically defective automobile or currently unlicensed automobile shall be placed or allowed to remain on said property for more than ten (10) days. *No junked cars shall be placed or allowed to remain on said property.*

No commercial trucks, including, but not limited to, eighteen wheelers, shall be permitted to be parked on the premises except in the course of delivery, pick up, or discharge of a specific commercial duty.

18. **Mailboxes.** No mailbox contained in or supported by brick, cement, concrete, steel or any other immovable or non-break away material or of a design unacceptable to the North Carolina Department of Transportation shall be erected or allowed to remain within the right of way of any street in said subdivision.

All mailboxes to be the same on every lot, selection to be made by BRIDGEPORT DEVELOPMENT, LLC, and paid for by the lot owner.

19. **Architectural Approval.** As long as BRIDGEPORT DEVELOPMENT, LLC., or its successor is the owner of a lot in SECTION ONE, BRIDGEPORT SUBDIVISION, no building shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing the location and the structure on the individual lot have been approved in writing by BRIDGEPORT DEVELOPMENT, LLC.

Approval shall not be unreasonably withheld but shall be withheld to insure that the materials to be used, external design and location with respect to topography are harmonious with existing structure or suitable to the character of the subdivision.

20. **Basketball Goals.** No basketball goal of any nature, whether stationary or portable, or regulation size or otherwise, shall be allowed in the street of public right-of-way. Basketball goals shall be allowed in owner's yards or driveway, provided they are properly maintained in good repair or condition, both aesthetically and structurally, and they must have nets which look new or nearly new.

21. **Yard Maintenance.** Each owner shall landscape and maintain his yard in a well manicured style, so as to enhance his own as well as his neighbor's homes and lots. Grass should be kept at a reasonably short length and trees, shrubs, and bushes shall be properly pruned and all yards shall be kept free of weeds.

At time of purchase, new owners accept responsibility for preventing and/or maintaining any sediment run off from their lot into streets, catch basins, or other lots within said subdivision.

22. **Modification or Amendment.** It is understood and agreed between the present owner (Party of the First Part) and all subsequent Grantees or owners of lots in SECTION ONE, BRIDGEPORT SUBDIVISION, by acceptance of land within the above restricted area, that any or all of the above restrictive covenants set forth above may be released, changed, modified, or amended with respect to all lots, or with respect to one or more specific lots as follows:

- (a) By an instrument executed by BRIDGEPORT DEVELOPMENT, LLC., so long as it is the owner of sixty-six and two-thirds (66 2/3) percent of all lots in said subdivision;
- (b) When BRIDGEPORT DEVELOPMENT, LLC., is no longer the owner of sixty-six and two-thirds (66 2/3) percent or more of all lots in said subdivision, by an instrument executed by BRIDGEPORT DEVELOPMENT, LLC., and by sufficient other lot owners to constitute sixty-six and two-thirds (66 2/3) percent of the total lots.
- (c) When BRIDGEPORT DEVELOPMENT, LLC., is no longer the owner of any lot within said subdivision by an instrument signed by the owners of not less than sixty-six and two-thirds (66 2/3) percent of the total lots in said subdivision of SECTION ONE, BRIDGEPORT SUBDIVISION. Any amendment must be recorded.


23. **Covenants Run with Land.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

24. **Enforcement.** Any owner of a lot in SECTION ONE, BRIDGEPORT SUBDIVISION, shall have the right to enforce any proceeding in law or in equity all restrictions and covenants imposed by the provisions of the Declaration. Failure by any owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

25. **Invalidation.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, HCC INVESTMENTS, LLC, ASSET DEVELOPMENT, INC., HARDIN BUILDERS, INC., HUNNICUTT BUILDERS, LLC AND TLM CONSTRUCTION, INC. the Declarants herein, has caused this Declaration to be signed in its name the day and year first above written

HCC INVESTMENTS, LLC

By:  (SEAL)
Jackie Hairr, Member/Manager

NORTH CAROLINA

CUMBERLAND COUNTY

I, the undersigned notary public for the above stated county and state, hereby certify that Jackie Hairr personally appeared before me this date and, being first duly sworn, acknowledged that he is a member/manager of HCC Investments, LLC, a North Carolina limited liability company, and that by authority duly given, and as the act of the company, the foregoing instrument was signed in its name by him as member/manager.

Witness my hand and official notarial stamp or seal this 15th day of August 2008




Notary Public Jean T. DAVIS

My Commission Expires:

9-25-08

ASSET DEVELOPMENT, INC.

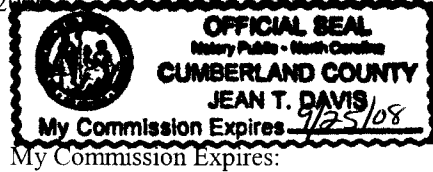
By: J. Marcus Daniels (SEAL)
J. Marcus Daniels, President

NORTH CAROLINA

CUMBERLAND COUNTY

I, the undersigned notary public for the above stated county and state, hereby certify that J. Marcus Daniels personally appeared before me this date and acknowledged that he is President of Asset Development, Inc., a North Carolina Corporation company, and that by authority duly given, and as the act of the company, the foregoing instrument was signed in its name by him as President.

Witness my hand and official notarial stamp or seal this 18th day of August 2006.



Jean T. Davis
Notary Public Jean T. Davis

9-25-08

HARDIN BUILDERS, INC.

By: Lawrence Hardin (SEAL)
Lawrence Hardin, President

NORTH CAROLINA

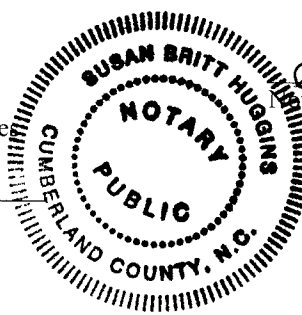
CUMBERLAND COUNTY

I, the undersigned notary public for the above stated county and state, hereby certify that Lawrence Hardin personally appeared before me this date and acknowledged that he is President of Hardin Builders, Inc., a North Carolina Corporation Company, and that by authority duly given, and as the act of the company, the foregoing instrument was signed in its name by him as President.

Witness my hand and official notarial stamp or seal this 17th day of August 2006.

My Commission Expires

11-18-2009



Susan Britt Huggins
Notary Public

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HUNNICUTT BUILDERS, LLC

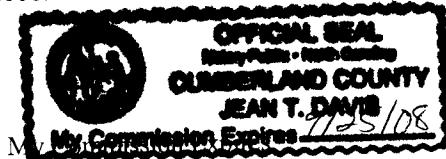
By: [Signature] (SEAL)
Gerald E. Hunnicutt, Managing Member

NORTH CAROLINA

CUMBERLAND COUNTY

I, the undersigned notary public for the above stated county and state, hereby certify that Gerald E. Hunnicutt personally appeared before me this date and acknowledged that he is a Managing Member of Hunnicutt Builders, LLC, a North Carolina Limited Liability company, and that by authority duly given, and as the act of the company, the foregoing instrument was signed in its name by him as Managing Member.

Witness my hand and official notarial stamp or seal this 15th day of August 2006.



9.25.08

[Signature]
Notary Public Jean T. DAVIS

TLM CONSTRUCTION, INC.

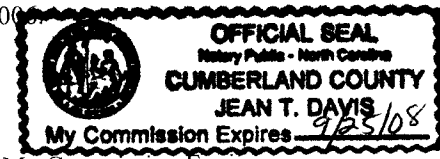
By: [Signature] (SEAL)
Thomas L. McDuffie, President

NORTH CAROLINA

CUMBERLAND COUNTY

I, the undersigned notary public for the above stated county and state, hereby certify that Thomas L. McDuffie personally appeared before me this date and acknowledged that he is President of TLM Construction, Inc., a North Carolina Corporation Company, and that by authority duly given, and as the act of the company, the foregoing instrument was signed in its name by him as President.

Witness my hand and official notarial stamp or seal this 17th day of August 2006.



My Commission Expires:

9.25.08

[Signature]
Notary Public Jean T. DAVIS