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Currituck County North Carolina  
Denise A. Hall Reg of Deeds

Bk **1246** Pg **331-342**

Prepared by: William Brumsey, III

NORTH CAROLINA  
CURRITUCK COUNTY

RESTRICTIVE COVENANTS FOR  
BRADY LANDING PHASE IIC

KNOW ALL MEN BY THESE PRESENTS:

That THOMAS W. BRADY and wife, JANET M. BRADY, THOMAS SCOTT BRADY and DEBRA S. BRADY, herein sometimes referred to as "Developers", hereby covenant and agree to and with all other person, firms, or corporations hereafter acquiring Lots 11 through 23 shown on a plat entitled Brady Landing Airpark Phase IIC recorded in Plat Cabinet M Slides 156-159 in the office of the Register of Deeds of Currituck County shall be subject to the following restrictions as to the use thereof, running with the properties by whomsoever owned, to wit:

1. As this is an aviation community, owners understand and agree that owners, their heirs or assigns relinquish any right to complain, object or take any legal remedies to stop aviation-related activities in the development. All lot owners are subject to the terms of Brady Landing Residential Airpark Easement Agreement with Currituck County, which is registered and recorded in the office of the Register of Deeds of Currituck County in Deed Book 588, Page 394.
2. All parcels shall be used for residential airpark purposes only. No building shall be erected, altered, placed upon or permitted to remain upon any lot other than one detached single-hanger and one detached single-family dwelling not to exceed two and one-half stories in height and one private garage. No commercial activity shall be conducted or carried on any lot, except home occupations, which have been approved by the Association and subject to such restrictions, as the Association shall establish.
3. No single story dwelling shall be constructed or allowed to remain on said lots containing less than 1,500 square feet of living space in heated areas, exclusive of porches, exterior storage, and attached garages. No two story dwelling shall be constructed or allowed to remain on

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any lot having less than 1,800 square feet of living space in heated areas, exclusive of porches, exterior storage and attached garages. In determining "living spaces" the exterior walls of the building, exclusive of garage and porch area(s) will be used to compute living space.

4. The owners of the lots, excluding lots owned by Developers and/or their heirs, are required to become members of the Brady Landing Airpark Property Owners Association. The lot owners, excluding the Developers and/or their heirs, shall be subject to the rules, regulations and bylaws adopted by the Association including the levying of assessments for the purpose of maintaining streets or other subdivision amenities. In determining the affairs of the Property Owners Association, each lot shall be allowed one vote. Developers and/or their heirs will not be members of the Association, nor will the Developers and/or their heirs, or any lots owned by Developers and/or their heirs, be liable for any assessments as long as the Developers own the lots.

For the purpose of maintaining the Brady Landing Airpark, there will be an annual assessment for each lot payable January 1 of each year. The amount of the assessment will be established by the Property Owners Association and shall be reviewed on an annual basis and adjusted as determined by the Property Owners Association.

5. Any construction on a dwelling or private garage and/or hanger on said parcels within the subdivision shall be completed within two (2) years of the date construction is commenced.

6. No parcel of land that is subject to these restrictive covenants may be subdivided into lots or parcels of land having dimensions smaller than permitted by Currituck County regulations.

7. No nuisance or offensive, noisy or illegal activity shall be done, suffered or permitted upon said property nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. The discharging of firearms within the subdivision is specifically

prohibited unless for the protection of person or property.

All motorized vehicles operating on the roadways/taxiways within the development must be properly muffled, properly licensed and must be operated only by a properly licensed person. Each owner shall provide, as a part of his dwelling unit, or as part of an accessory building thereof, an enclosed garage, or other approved enclosure, suitable for the parking, out of public view, of a full-sized automobile.

Outside garbage and trash accumulation shall be maintained in closed, sturdy containers as inconspicuously as possible and they shall be emptied regularly. No signs of any kind or advertising posters shall be permitted on any parcel, except signs not more than 5 square feet used by a builder to advertise the property during construction, or a sign advertising the property for sale.

8. Each parcel owner shall keep his lot free of tall grass, trees, trash and rubbish and shall properly maintain the parcel so as to present a well kept appearance, including during the construction phase of any such dwelling, garage and/or hanger. In the event any parcel owner fails to properly maintain his lot as herein provided, then, and in that event, after thirty days of written notice from the Association, the Association will have the right but not the obligation to provide (a) maintenance upon any lot (b) maintenance upon any dwelling unit or other residential unit, which is subject to assessment under item 4 hereof. Such maintenance includes (but is not limited to) painting, repairing, replacing and care of roofs, gutters, downspouts, removal of signs in violation of this declaration, and exterior improvements on any dwelling unit or residential unit. Such maintenance as to a vacant lot may include the mowing of grass and weeds, the trimming of shrubs or the removal of trash and litter. The cost of any such maintenance shall be assessed against the lot, dwelling unit or residential lot upon which such maintenance is done and shall be added to and become a part of the regular annual assessment or charge to which such lot, dwelling unit or other

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residential lot is subject to as apart of such regular annual assessment or charge, it shall be a lien against any such lot, dwelling unit or residential unit as heretofore defined and limited, and a personal obligation of the owner and shall become due and payable in all respects as provided herein.

Any inoperative vehicles must be stored inside of a garage or other approved enclosure out of public view. No abandoned vehicles, school buses, or commercial equipment may be stored or placed on any lot.

9. The open space area at the southeast end of the 60 foot right of way designated as "Happy Landing Drive" adjacent to Lot 1A, 2A and 3A as shown on a plat recorded in Plat Cabinet C-2, Slide 399 is to remain clear of further development or use without approval of Developer(s) and adjacent lot owners.

10. In order to retain the aesthetic qualities of the neighborhood, the following restrictions relating to fencing shall be enforced:

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- (A) On all lots other than corner lots, no fence shall be installed in front of the rear lines of any house, and those fences in location where erection is permissible shall not be more than four (4) feet in height.
  - (B) On all corner lots, no fence shall be installed in front of the rear line of any house nor shall any fence be installed closer to the side street curb than the side line of any house. All fence sections, where permissible, shall not exceed four (4) feet in height.
  - (C) Any variations to the above must be reviewed and approved by the Property Owners Association.

11. **STORMWATER MANAGEMENT:** The following covenants are intended to insure continued compliance with the State Stormwater Management Permit Number SW7090509

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as issued by the Division of Water Quality under NCAC 2H.1000.

- (A) The state of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the storm water management permit.
- (B) These covenants are to run with the land and be binding on all persons and parties claiming under them.
- (C) The covenants pertaining to storm water may not be altered or rescinded without the express written consent of the state of North Carolina Division of Water Quality.
- (D) Alteration of the drainage as shown on the approved plans may not take place without the consent of the Division of Water Quality
- (E) The maximum build-upon area per lot is 6,587 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, and coquina but does not include raised open wood decking, or the water surface of swimming pools.
- (F) Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings is strictly prohibited by any persons
- (G) Each lot will maintain a fifty foot (50') wide vegetated buffer between all impervious areas and surface waters.
- (H) All roof drains shall terminate at least fifty feet (50') from mean high

water mark.

- (I) If permeable pavement credit is desired, the property owner must submit a request, with supporting documentation, to the NC Division of Water Quality and receive approval prior to construction of the permeable pavement.

No mobile home, trailer, doublewide mobile home, prefabricated home, an old home moved from any other location or pre-existing homes or modular home of any type, kind or description shall be placed on or allowed to remain on any lot shown on the aforementioned plat. Off site system built homes of a design and quality that are equal to or superior to on site constructed homes are allowed if approved by the homeowner's association as shown in Item 17. It is the expressed intent of this provision that all dwellings, garages and/or hangers be of excellent design and quality and be constructed or assembled on site.

13. No structure of a temporary character shall be placed upon any portion of any lot. Temporary shelters, tents, travel trailers, campers or self-propelled mobile homes shall not at any time be used as a temporary residence except during the construction period which shall mean no longer than two (2) years from the date construction is commenced. Campers, travel trailers, boat trailers, self-propelled mobile homes and other vehicles of that nature may be stored so as not to constitute a visual nuisance and are to be stored on the rear of the lot. However, the total number of campers, travel trailers, boat trailers, self-propelled mobile homes and other vehicles of that nature, which are stored outside of a garage, or other approved enclosure, shall not be in excess of three (3).

14. All telephone, electric and other utility lines in connection between the main utility lines and residence shall be concealed and located underground where possible, so as not to be visible.

15. No outside toilet shall be erected on said property and all toilets shall be connected

with approved sanitary sewage systems. During construction, the placement on the lot of a single, self-contained, properly maintained portable toilet will be permitted.

16. Trees measuring 3 inches or more in diameter, at a point 2 feet above ground level and any flowering trees or shrubs above 5 feet in height may not be removed except for construction of a dwelling, buildings, garage, hanger, driveway, walkway, pool, patio, garden area reasonable yard space, septic system or to obtain safe clearance for vehicular movement on the lot.

17. No dwelling unit, wall driveway or building may be constructed, nor any exterior addition to any dwelling unit, wall, driveway or building, be started, nor any site work shall be commenced, or maintained upon any lot or residential unit in the development, until plans and specifications therefore showing the shape, dimensions, materials, basic exterior finishes, location on site, and driveway therefore (all of which is hereinafter referred to collectively as the "Plans") shall have been submitted to, and expressly approved by the Property Owners Association (the "Association") as to harmony of external design. All plans must comply with all laws, codes and local ordinances. The Association shall have the absolute and exclusive right to refuse to approve any such Plans which are not deemed suitable or desirable in the opinion of the Association for any reason, which in the sole discretion of the Association shall be deemed sufficient; provided that the Association shall not refuse to approve any Plans which are substantially similar to any other Plans and specifications which previously have been approved. In no event will the Association approve any Plans in which the dwelling unit at the highest point on its roof, exceeds 40 feet in height, measured from the finished grade or the original grade, whichever grade is lower. Furthermore, the Association shall not approve any plans which do not meet the front, side and rear lot setbacks forth in Item 18.

18. No building shall be erected or maintained on any parcel closer than forty (40) feet from the front (street/taxiway) property line, twenty five (25) feet from the back property line or 15

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feet from any side property lines. For the purpose of this covenant, eaves, steps and open porches shall be considered a part of a building. All private garages and/or hangers shall comply with the street setback set forth in this item but shall be required to observe only 10 feet setback from rear and side boundary lines.

19. Easements are reserved along and within fifteen (15) feet of all front property lines and ten (10) feet from all rear and side property lines for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electricity, telephone service, water mains, sanitary and storm sewers, road drains and other public and quasipublic utilities, and for the trimming of any trees which may at any time interfere or threaten to interfere with the maintenance of such lines, with right of ingress, egress and regress from and across said premises to duly authorized maintenance personnel. In addition, easements are reserved along and within fifteen (15) feet of each front property line, and along and within ten (10) feet of each rear and side property line for the maintenance of drainage ditches and tiles where necessary. Additionally there is also reserved a thirty five (35) foot utility easement along and within the front lot lines for installation of utilities by Dominion Power as delineated on the plat recorded in Plat Cabinet M, Slide 156-159

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20. All buildings, structures and repair appurtenances shall be maintained in a suitable state of repair, and in the event of destruction by fire or other casualty, said premises are to be cleared and debris removed within ninety (90) days of such casualty.

21. No animals may be kept on any lot except the usual household pets, not in excess of three, so long as they are not kept for breeding or any other commercial purposes. To ensure animals do not wander onto the airport, animals shall not be allowed to leave any lot except on a leash and under the control of the owner. Such animals may not defecate on any other lots or in the common areas unless the waste is promptly removed by the owner.

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Except as otherwise permitted herein, or in any amended declaration, no plants, animals, device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may tend to diminish or destroy enjoyment of any other lot or dwelling unit owners, or tenants and guests thereof, may be maintained on a lot or dwelling unit.

No fuel trucks/trailers or fuel tanks shall be used on or upon the lots to store and/or self-fuel aviation grade and Jet A fuel.

23. Prior to commencement of construction of improvements, or clearing of any lot, other than by hand, the owner shall place temporary or permanent driveway to provide entry to the lot from the road. All driveways to be completed by the completion date of construction and are to be constructed of concrete or asphalt materials of permanent nature.

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24. No activity of any kind shall be permitted within the right of way except that a driveway may be placed to access the adjacent lot and landscaping as a part of that adjacent lot. No part of any lot owner's driveway or landscape shall cross over the extended property lines of his/her lot. The driveway location and landscape within the right of way must be approved by the Association. No parking shall be permitted within the right of way.

25. No obstructions will be placed or allowed along the roadways to impede aircraft from safely taxing within Brady Landing Airpark. A minimum sixty-foot (60') roadway clearance, as measured thirty feet (30') from either side of the roadway centerline, shall remain clear of obstacles that would impede aircraft traffic.

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26. No satellite dish/antenna shall be placed on the property except in the rear of the lot or parcel and it shall be adequately screened from view of others by shrubbery/fence with the exception that satellite dishes not exceeding 24 inches in diameter may be attached to the house. No tower shall be placed on the property exceeding thirty feet (30') in height.

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27. All dismantled aircraft and parts will be hangered. Aircraft maintenance must be performed on the lot owner's property. Additionally, parts of aircraft may not be stored in yards but must be stored inside of the hanger.

Signage, as approved by the NC Department of Transportation, will warn all vehicular traffic that there is no access into the airport from the community (via the taxiway).

All aircraft shall have the right of way when taxiing on the roadways. Aircraft shall "run up" in designated areas, but in any event, the "run up" shall not be done in such a manner as to cause inconvenience or damage to the property of others.

No parking is allowed on street or taxiways.

28. Owners shall access the airport by the Brady Landing Airpark easement through a secure gate provided and maintained by Brady Landing Airpark. The gate shall remain closed and secure while not in active use. The airport access shall be limited to aircraft and maintenance equipment. Any other use, i.e., motor vehicles, pedestrians, pets, bicycles, etc. shall be prohibited.

29. Aircraft on approach to landing or taking off on the runway shall have the right of way over the Brady Landing Residential Airpark access. Owners shall adhere to and follow the duly adopted Currituck County Airport Rules and Regulations procedures for through the fence developments. Owners shall close and secure gate immediately after each use to prevent intrusions onto the airport and into Brady Landing Residential Airpark. Prior to entering the airport, the User shall announce User's intentions over the Common Traffic Advisory Frequency. When taxiing from the airport facilities across the runway into Brady Landing Airpark subdivision, the User shall announce User's intentions over the Common Traffic Advisory Frequency.

These restrictions shall be binding on the land and all parties owning same or in possession thereof for a period of twenty (20) years from the date hereof and shall be extended for successive periods of ten (10) years thereafter, unless prior to the expiration of any such period an instrument

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signed by the owners of record of a majority of the parcels of "Brady Landing" has been recorded revoking or modifying said restrictions.

Any owner of the lots within said subdivision shall have the right to enforce these covenants and restrictions by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction whether such action is to restrain the violation of said covenant or restriction or to recover damages.

Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions and the other covenants shall remain in full force and effect.

IN TESTIMONY WHEREFORE, Developers have hereunto set their hands and seals, this the 28<sup>th</sup> day of February, 2013.

Thomas W. Brady (SEAL)  
Thomas W. Brady

Janet M. Brady (SEAL)  
Janet M. Brady

Thomas Scott Brady (SEAL)  
Thomas Scott Brady

Debra S. Brady (SEAL)  
Debra S. Brady

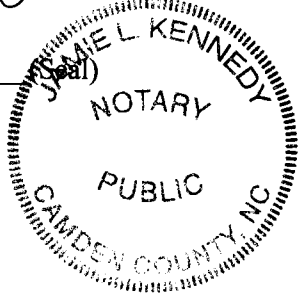
STATE OF NORTH CAROLINA  
COUNTY/CITY OF CURRITUCK

I, Jamie L. Kennedy, a Notary Public do hereby certify that Thomas W. Brady and wife, Janet M. Brady personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this 28<sup>th</sup> day of February, 2013.

AFFIX NOTARY SEAL

Jamie L. Kennedy (Seal)  
Notary Public



My commission expires: 10/17/2015

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STATE OF NORTH CAROLINA  
COUNTY/CITY OF Pasquotank

I, G. Elvin Small, III, a Notary Public do hereby certify that  
Thomas Scott Brady personally appeared before me this day and acknowledged the due  
execution of the foregoing instrument.

Witness my hand and official stamp or seal this 9 day of April, 2013.

AFFIX NOTARY SEAL

G. Elvin Small, III (Seal)  
Notary Public

My commission expires:  
Sep. 20, 2017

G. Elvin Small, III  
Notary Public  
Pasquotank County, NC  
My Commission Expires 9-20-17

~~STATE OF NORTH CAROLINA~~  
~~COUNTY/CITY OF CURRITUCK~~  
~~CHESTER~~  
PENNSYLVANIA

I, JONATHAN BELL, a Notary Public do hereby certify that  
Debra S. Brady personally appeared before me this day and acknowledged the due execution of  
the foregoing instrument.

Witness my hand and official stamp or seal this 20th day of MARCH, 2013.

AFFIX NOTARY SEAL

Jonathan Bell (Seal)  
Notary Public

My commission expires:  
July 25, 2016

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Jonathan Bell, Notary Public  
East Pikeland Twp., Chester County  
My Commission Expires July 25, 2016  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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