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VANCE COUNTY, N.C.
FILED FOR RECORD

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CYNTHIA S. ABBOTT
REGISTER OF DEEDS

STATE OF NORTH CAROLINA
COUNTY OF VANCE

RESTRICTIVE COVENANTS
FOR DEVELOPMENT OF
BROOKSIDE SUBDIVISION

WHEREAS, John M. Foster and wife, Barbara T. Foster are the owners in fee simple of the following described lots or parcels of land located in Townsville Township, Vance County, North Carolina, and more particularly described as follows:

All that certain lot, tract or parcel of land described as 9.99 acres and being more particularly described as follows:

Beginning at a new iron stake set in the centerline of SR 1344 and running thence South 74° 21' 06" East 1096.98 feet to a new iron pipe, a new corner for Louisburg Hardwood, Inc. and being the easternmost corner for the tract herein described; thence along a new line of Louisburg Hardwood, Inc. South 38° 22' 27" West 857.93 feet to a new iron pipe set in the center of an existing 30 foot private right of way as described at Deed Book 697, Page 649, Vance County Registry; thence along said easement and a common line with the Randy S. Moody property the following courses and distances: North 11° 44' 05" West 101.99 feet; North 29° 49' 18" West 163.75 feet; North 36° 46' 29" West 84.91 feet; North 39° 32' 43" West 106.51 feet; North 34° 21' 35" West 103.96 feet; North 29° 16' 30" West 155.15 feet; North 26° 20' 17" West 159.44 feet; and North 24° 41' 11" West 233.73 to the point and place of beginning containing 9.99 acres.

WHEREAS, John M. Foster ("the Developer") for the purpose of creating and maintaining a quiet, restful and desirable development and for the protection of owners who build or buy homes in the said above-described development, does hereby covenant to and with the present and future owners of any lots as follows:

1. USE OF LOT The above-described lots of land shall be used for single-family residential purposes only; no dwelling may be erected, altered, placed or permitted to remain on the above-described lots other than one detached single-family dwelling (and garage), not to exceed two stories in height, exclusive of basement or attic.

2. SUBDIVIDING LOTS No lot shall be subdivided without the written consent of the Developer, his heirs, successors, assigns or duly authorized agent, except that two lot owners may subdivide an unimproved lot lying between them, but only one single-family residence shall be built on the combined original lot and the subdivided portion of any lot; provided further, that adjoining lot owners may adjust their common boundary line by the sale or exchange of property between such owners, so long as such sale or exchange is approved by the Developer and conforms in all respects with the zoning ordinances of Vance County, North Carolina and so long as such sale or exchange does not result in any improved lot being reduced to less than 30,000 square feet and so long as said sale or exchange conforms in all other respects with the provisions of these restrictive covenants.

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3. SET-BACK REQUIREMENTS No dwelling (or other structure or improvement permitted by these restrictions) shall be hereafter erected, altered, or placed on the property herein conveyed closer than forty-five (45) feet from the margin of the right of way of the road granting access to said lot (or sixty (60) feet from the centerline of said road); nor closer than twenty-five (25) feet from the side lines of any lot; nor closer than twenty five (25) feet from the rear lines of said lot. For purposes of this paragraph, eaves, steps, and cornices shall not be considered part of a building. The Developer reserves the right to grant, in writing, a variance or waiver of up to twenty-five percent (25%) of an applicable set-back requirement, should the Developer in his sole discretion deem the same to be advisable.

4. PRIOR APPROVAL OF IMPROVEMENTS No dwelling, building, structure, outbuilding, fence, wall or other improvement of any nature whatsoever (except for the interior alterations to existing structures not affecting the external structure or appearance of any improvements on any portion of the lot) shall be constructed on any lot unless and until the plans and building specifications for such construction have been approved in writing by the Developer, or his heirs, successors or designated Agent. The plans to be submitted to the Developer for his approval shall include:

(i) the construction plans, specifications and description of materials, including all exterior colors and proposed landscaping (especially including placing of driveways, any clearing and/or tree removal) and grading; and

(ii) a plat showing the location of all proposed improvements.

The Developer's approval required hereinabove is a continuing approval in regards to all future alterations, including exterior colors.

5. NO LIABILITY Approval by the Developers shall not constitute a basis for liability of the Developers for any reason, including, without limitation: (i) failure of the plans to conform to any applicable building codes, or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.

6. MINIMUM SQUARE FOOTAGE--ONE-STORY HOME No plans for a dwelling shall be approved unless the living area (heated floor area) exclusive of open porches, garages and patios, on the ground floor, exceeds 1,000 square feet, measured from outside wall lines (and excluding any square footage in a basement).

7. MINIMUM SQUARE FOOTAGE--TWO-STORY HOME The ground floor area of the main structure of a two-story dwelling, exclusive of open porches, garages and patios, shall have a useable (heated) floor space of no less than 800 square feet (excluding any square footage in a basement). The total square footage of any two-story dwelling must exceed 1,300 square feet of useable (heated) floor space.

8. FOUNDATIONS All buildings shall have brick perimeter foundations or skirting, unless otherwise approved in writing by the Developer, his heirs, successors, assigns or designated Agent; all buildings, whether constructed by conventional or modular methods, shall have foundations constructed to meet all applicable state and local building codes.

9. PROHIBITED BUILDING MATERIALS No building shall be constructed which uses cinder or concrete blocks, asphalt shingles, tar paper, metal siding (exclusive of lap-side metal) or masonite siding (without prior written

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approval of the Developer, his heirs, successors assigns or designated Agent) as a major exterior building material (these materials may be used as roofing materials, however).

10. DRIVEWAYS All driveway pipe shall be constructed of fifteen-inch (15") re-enforced concrete pipe, with a minimum of sixteen feet (16') of pipe laid in the driveway entrance in compliance with all specifications of the State of North Carolina.

11. TEMPORARY STRUCTURES No structure of a temporary character, including tents or trailers shall be used on any lot at any time as a residence, either temporarily or permanently.

12. APPROVAL CRITERIA Approval of the proposed plans and specifications shall be based upon the compliance with the provisions of these Restrictive Covenants, the quality of workmanship and materials, harmony of exterior design with the surrounding structures, location of improvements with respect to topography and finished grade elevation, the effect of the construction on the natural tree growth and vegetation, and all other factors which in the sole opinion of the Developer shall affect the desirability or suitability of the proposed improvements.

13. PERMITTED ANIMALS No animals, livestock, or poultry of any kind shall be raised or bred on any Lot, except that dogs, cats, or any other normal household pets may be kept, provided (i) they are not kept, bred, or maintained for any commercial purpose and (ii) they shall not become an annoyance or nuisance to other Lot owners; however, the Developer, his heirs, successors and assigns, reserves the right to permit a limited number of horses, ponies, cattle or poultry or other livestock on any lot which contains more than two (2.0) acres. However, any area so designated for horses, ponies, cattle or poultry or other livestock shall have a buffer zone on the owner's property within fifty feet of the property line. This buffer zone shall provide, by opaque fencing or growing trees and shrubs, appropriate camouflage to screen the livestock from the adjoining property. The livestock area must also be kept in a clean and sanitary condition and shall not produce annoying odors or noises which disturb the adjoining property owners. No dangerous animal of any kind will be permitted in the subdivision, nor will hog parlors or chicken houses be permitted on any lot in the subdivision.

14. WASTE DISPOSAL No part of the property herein conveyed shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and the same shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition in rear yards only. No accumulation of trash, garbage, rubbish, or waste shall be permitted, and all lots shall be kept in an orderly and sanitary condition at all times.

15. LANDSCAPING No grass or weeds shall be allowed to grow taller than six inches (6") on any lot, and all residences shall be landscaped within ninety (90) days of occupancy with the following features:

- a. all driveways shall have a minimum of four inches (4") of stone; and

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b. all residents shall maintain a minimum of eight (8) shrubs in front of the dwelling; and

c. all stumps and other vegetation shall be removed; and

d. all satellite systems shall be screened from public view, and have low growing shrubs or flower beds placed around the base.

In addition, any uprooted stumps, or unsightly vegetation shall be removed from any lot within ninety days (90) from the date of purchase, or start of construction by the Buyer, unless the Buyer has contracted with the Developer to the contrary, and the Buyer has contracted with the Developer for the removal of said stumps and vegetation; in which event, the cost of the same shall be included in the purchase price of the lot; and said agreement shall be recited in the deed of transfer; or unless the developer, or his heirs, successors and assigns have otherwise waived enforcement of this provision.

17. SIGNS No billboard or sign of any kind shall be displayed to public view on any Lot except one sign of not more than six (6) feet advertising the Lot for sale or signs used by a builder to advertise the lot during construction and sale period.

18. PERMITTED VEHICLES No lot owner shall drive or park or permit any other person to drive or park any heavy equipment (including tractor trailers and trucks in excess of one ton) three wheelers, four wheelers, or dirt bikes on any street within the subdivision except moving vans and/or construction vehicles, which may be driven or parked on the subdivision streets for the temporary purpose of moving a lot owner in or out of a dwelling constructed on a lot; and/or for the construction of improvements on a lot.

19. SPEED LIMITS All Owners agree to observe posted speed limits along said road.

20. SANITARY REGULATIONS No water supply system for human consumption or sewage disposal system shall be permitted on the lots herein conveyed unless the location, construction and design are in full compliance with requirements, standards and recommendations of the Vance County Health Department and North Carolina State Board of Health. No outdoor toilets or privy shall be constructed on any tract.

21. NOXIOUS ACTIVITY PROHIBITED No noxious or offensive activity shall be carried on or allowed upon any portion of the Property nor shall anything be done thereon that may be or become a nuisance or annoyance. Final determination of what constitutes a nuisance or annoyance to the neighborhood shall be made by the Developer.

22. DISABLED VEHICLES Any motor vehicle or other motor conveyance not in a running condition must be removed within thirty (30) days. No disabled, junked or dismantled motor vehicles shall be allowed on any lot.

23. UTILITIES Easements for utilities and drainage are reserved for ten (10) feet along all front, side and rear property lines, and the right

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is reserved for the Developers, their successors and assigns to establish and grant additional easements along any streets, avenues or drives for the purpose of furnishing utilities in or through said subdivision.

24. EASEMENTS OR RIGHTS OF WAY The conveyance of all lots is made and accepted subject to any easements or rights of way that may have been granted for power, lights, telephone lines, access, drainage facilities, water facilities and/or sewage facilities, or as shown on any recorded plats of Brookside subdivision. The Developer reserves the right to subject the property in this subdivision to a contract with Carolina Power and Light Company for the installation of street lighting, which may require a continuing monthly payment to Carolina Power & Light Company by each purchaser of property in said subdivision.

25. ACCESS ROADS PROHIBITED No Lot owner shall be permitted to use his lot, or any portion thereof, as an access easement to allow an adjoining landowner access to the private road constructed by the Developer in this subdivision; provided however, that the Lot owner may use his own Lot for access to other property belonging solely to the said Lot owner which is adjacent to a Lot in this subdivision, provided the Developer consents in writing to such use.

26. ROADS The developer will construct the private roads in the subdivision as shown on the recorded plat in Book "V", Page 814, Vance County Registry. Each of the lots within the subdivision (except lots owned by the developer) shall be assessed the sum of \$10.00 per month to defray the cost of road maintenance. To this end each lot owner (other than the developer) shall pay to the developer the sum of \$10.00 per month on or before the 1st day of each month, to be held by the developer in an account for the purpose of combining the funds necessary for road maintenance. The developer shall be responsible for any decisions regarding the need for maintenance and the manner and extent of said maintenance until such time as six lots are sold, at which time, the "road maintenance account" will be turned over to a committee to be elected by a majority vote of the lot owners, which said committee shall be charged with the responsibility of maintaining said roads in an all-weather condition".

27. ENFORCEMENT The enforcement of these covenants may be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Failure to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same.

28. SEVERABILITY The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

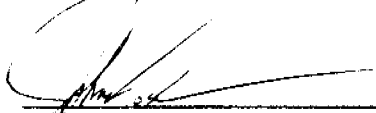
29. DURATION These restrictions and conditions are covenants running with the land and shall be binding on all owners of property covered by these restrictive covenants and all persons claiming under them for a period of thirty (30) years from the date these Restrictive Covenants are recorded, after which time, said covenants shall be automatically extended for additional periods of ten (10) years each, unless an instrument signed by three-fourths (3/4) of

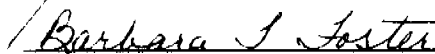
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the then owners of the similarly restricted lots has been recorded in which it is agreed otherwise. These restrictions cannot be altered or changed prior to that date without the written consent of the Developers, their heirs, assigns or devisees.

This the 5 day of ^{March}~~February~~, 1999.

 (SEAL)
John M. Foster

 (SEAL)
Barbara T. Foster

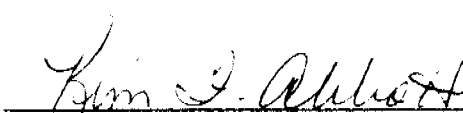
STATE OF NORTH CAROLINA

COUNTY OF VANCE

I, Kim F. Abbott, a Notary Public, do hereby certify that John M. Foster and Barbara T. Foster appeared before me this day and acknowledged the execution of the foregoing instrument.



Witness my hand and official seal this the 5 day of


Notary Public
My commission expires: June 13, 1999

akres/sub

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Kim F. Abbott, Notary Public of Vance Co., N.C. is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

CYNTHIA S. ABBOTT, REGISTER OF DEEDS

BY: 
DEPUTY