

STATE OF NORTH CAROLINA
COUNTY OF VANCE

VANCE COUNTY, N. C.

FILED FOR RECORD

RESTRICTIVE COVENANTS

2001 MAY -2 PM 12:45 EAST VIEW FARMS SUBDIVISION

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32668

CYNTHIA S. ABBOTT
REGISTER OF DEEDS

THESE RESTRICTIVE COVENANTS, made this the 18th day of April, 2001, by and between Jack E Burroughs and wife Susie N. Burroughs, Richard B. Ward, unmarried and Marc Hargrove and wife Pamela Hargrove ;

WITNESSETH

WHEREAS the parties hereto are all of the owners of the real property located in Sandy Creek Township, Vance County, North Carolina and being described as:

Being Lots 14-22 of the East View Farms Subdivision, Phase II as shown on that certain plat made by Cawthorne & Associates Registered Land Surveyors, P.A., dated September 22, 1997 and being recorded in Plat Book V, Page 697, Vance County Registry.

WHEREAS, the owners, for the purposes of creating and maintaining a quiet, restful and desirable development and for the protection of owners who build or buy homes in said above-described development do hereby covenant to and with the present and future owners of said lots as follows:

1. The above-described lots shall be used for single-family residential purposes only; no dwelling may be erected, altered, placed or permitted to remain on any lot other than one single-family residence (and garage) not to exceed two stories in height, exclusive of basement and/or attic.
2. No lot shall be subdivided without the written consent of the developer or their successors, assigns or legal agent.
3. No dwelling (or other structure permitted by these restrictions) shall be hereafter erected, altered or placed on any lot closer than 40 feet from the margin of the right of way of the road granting access to said lot, nor 15 feet from the side lines (or side street line) of said lots, nor closer than 25 feet from the rear lines of said lots; the developer or their successors, assigns, or legal agent, reserves the right to grant, in writing, a variance or waiver of up to 10% of an applicable setback requirement, should the developer or their successors, assigns or legal agent, in their sole discretion deem the same to be advisable. For purposes of these setback restrictions, eaves, open porches and steps shall not be considered as part of the residence.
4. No structure of a temporary character, including tents and trailers, shall be used on any lot at any time as a residence, either temporarily or permanently. No manufactured homes of any kind, size or type may be placed on any lot including singlewides, doublewides or triplewide mobile homes. The plans and specifications of all buildings to be built upon all lots must be approved in writing by the developer or their successors, assigns, or legal agent. A dwelling of modular construction or a precut dwelling and/or building may be erected upon a lot with the written approval of the developer, their heirs or assigns.
5. No dwelling, building, structure, outbuilding, fence, wall or improvement of any nature whatsoever (except for interior alterations to existing structures not affecting the external structure or appearance of any improvement on any portion of the lot) shall be constructed on any lot unless and until the plans, specifications and location for such construction shall have been approved in writing by the developer or their successors, assigns

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or legal agent. No such dwelling, building, structure, outbuilding, etc., shall be constructed which uses cinder or concrete blocks, asphalt shingles, tar paper, metal siding or masonite siding (without the prior written approval of the developer or their successors, assigns or legal agent) as a major exterior foundation or siding building material. Approval by the developer shall not constitute a basis for liability of the developer for any reason, including, without limitation: (1) the failure of the plans to conform to any application building code; or (2) inadequacy or deficiency in the plans resulting in defects in the improvements.

6. No plans for a dwelling shall be approved unless the living area of such dwelling, exclusive of one story, open porches and garages shall exceed 1,350 square feet, measured from outside wall lines. Further, each single-family residence shall consist of not less than three (3) bedrooms and two (2) baths.

7. Construction of any dwelling, building, structure, outbuilding, fence, wall or improvement of any nature whatsoever shall be completed within one year from the issuing date of the building permit.

8. All driveway pipe shall be constructed of 15 inch re-enforced pipe in compliance with all specifications of the State of North Carolina and each driveway shall have a minimum of 3 inches of gravel.

9. No animal, livestock (including pet pigs), or poultry of any kind shall be raised or bred on any lot except for dogs, cats, or other household pets which may be kept provided they are not kept, bred, or maintained for any commercial purpose and provided they do not become a nuisance or annoyance to the other lot owners. However, up to two horses may be kept on certain lots to be developed in the future.

10. No part of any lot 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. 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.

11. No grass or weeds shall be allowed to grow taller than ten inches, and all residences shall be landscaped within ninety (90) days of occupancy. In addition, all stumps and vegetation shall be removed from any lot within ninety (90) days from the date of occupancy by the buyer, unless 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 that fact shall be recited in the deed of transfer; or unless developer, or their successors, assigns or legal agent, has otherwise waived enforcement of this provision.

12. No automobile or equipment that is inoperable will be allowed to remain on any lot and/or street for more than fifteen (15) days.

13. No billboard or signs (except those suitable for sale of lot) shall be permitted or maintained on any lot.

14. Adequate off street parking shall be provide for the parking of all 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

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dirt bikes on the private roads as shown on the above-referenced plat except moving vans and/or construction vehicles, which may be driven or parked on the private roads as shown on the above-referenced plat 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.

15. No water supply system for human consumption or sewage disposal system shall be permitted on the lots herein described 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 lot.

16. No noxious or offensive activity shall be carried on upon the herein described lots, nor shall anything be done on the lots herein described which may be or may become an annoyance or a nuisance to the other properties now owned by the developer or to the neighborhood.

17. No temporary or above-ground swimming pool in excess of 100 square feet shall be permitted on any lot unless the plans to the same are approved by the developer, or their successors, assigns or legal agent.

18. The developer assumes no responsibility of maintenance and upkeep of any well or septic tank required by an owner or future owner relative to the use of said property, and each owner hereafter shall maintain and be responsible for the upkeep and the installation, maintenance and upkeep of any such water or septic system desired by them for the use of said premises.

19. Enforcement shall be by proceeding at law or in equity, either to restrain violation or to recover damages against any covenant or restriction set forth herein. 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.

20. Invalidation of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force or effect.

21. These provisions are to run with the lots and shall be binding on all parties owning the lots and all persons claiming under them for a period of 30 years from the date these restrictions are recorded, after which said time, said covenants shall be automatically extended for additional periods of 10 years each, unless an instrument signed by three-fourths of the then owners of the similarly restricted lots has been recorded in which it is agreed otherwise.

22. The conveyance of all lots is made and accepted subject to any easement and/or rights of way that may have been granted for power, lights, telephone lines, drainage facilities, water facilities and/or sewage facilities, or as shown on the recorded plat of East View Farms Subdivision.

23. The conveyance of all lots is made and accepted subject to easements hereby reserved along and within ten (10) feet of the side of each lot adjacent to the roadway and along and within five (5) feet of all side and rear lines of each lot for the construction and perpetual maintenance of power, lights, telephone lines, drainage facilities, water facilities and/or sewage facilities

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IN WITNESS WHEREOF, the developers have set their hands and seals this day of April, 2001

Jack E. Burroughs (SEAL)
Jack E. Burroughs

Susie N. Burroughs (SEAL)
Susie N. Burroughs

Richard Barry Ward (SEAL)
Richard B. Ward

Marc Hargrove (SEAL)
Marc Hargrove

Pamela Hargrove (SEAL)
Pamela Hargrove

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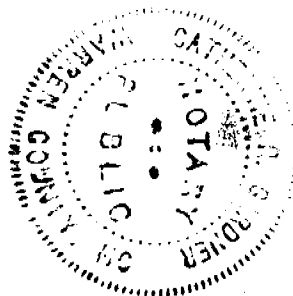
I, a Notary Public of said County and State, do hereby certify that **Jack E Burroughs and wife Susie N. Burroughs**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 30 day of April, 2001

John H. Hargrove
Notary Public
My Commission Expires: 12-28-2002

STATE OF NORTH CAROLINA
COUNTY OF ~~VANCE~~ Warren

I, a Notary Public of said County and State, do hereby certify that **Richard B. Ward** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 26th day of April, 2001

Catherine R. Gardner
Notary Public
My Commission Expires: 6-18-2003

HIGHT, & FAULKNER

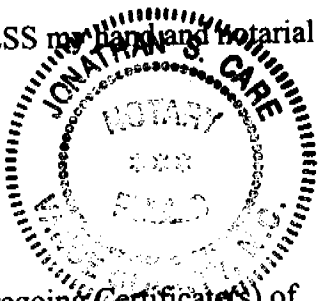
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I, a Notary Public of said County and State, do hereby certify that **Marc Hargrove and wife Pamela Hargrove** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial seal, this the 26th day of April, 2001



[Signature]
Notary Public

My Commission Expires: 3/15/2005

The foregoing Certificate(s) of _____ is/are 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.

County _____ Register of Deeds for Vance

By _____ Deputy/Assistant - Register of
Deeds

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificates of Johnny H. Hamm, Jr. and Jonathan S. Care, Notaries Public Of Vance County, N.C. and Catherine R. Gardner, Notary Public Of Warren County, N.C. are certified to be correct. This instrument and 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: [Signature] Deputy