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BK 926 PG 436

PREPARED BY: LORI A. RENN

STATE OF NORTH CAROLINA

COUNTY OF VANCE

VANCE COUNTY, N.C.
FILED FOR RECORD

2001 AUG 21 AM 11:30

CYNTHIA S. ASBUTT
REGISTER OF DEEDS

RESTRICTIVE COVENANTS FOR BRENTWOOD HILLS SUBDIVISION

WHEREAS, the undersigned are the owners in fee simple of the following described lots or parcels of land located in Dabney Township, Vance County, North Carolina and more particularly described as follows:

BEING all of lots 1 through 15 of Brentwood Hills Subdivision as shown on that plat entitled "Composite Map of Previous Surveys & Proposed Divisions for DMC Investments BRENTWOOD SUBDIVISION" as prepared by Cawthorne & Associates, Registered Land Surveyors, P.A., dated March 25, 1994. (Unrecorded)

WHEREAS, the undersigned owners have previously been subjected to those Restrictive Covenants for their respective lots of Brentwood Hills Subdivision in deed book 725 page 390, book 710, page 216, book 725, page 386, book 725, page 587, and book 734, page 119, in the office of the Register of Deeds of Vance County, North Carolina; and

WHEREAS, the undersigned, for the purpose of creating and maintaining a quiet, restful, and desirable development and for the protection of the owners who build or buy homes in the said above-described development, desire to make the above-referenced lots subject to the restrictive covenants contained herein and do hereby covenant to and with the present and future owners of any lots as follows:

1. **USE OF LOT:** The land herein described 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 or storage facility).
2. **SUBDIVIDING LOTS:** The property that is described herein may not be subdivided into tracts of less than two (2) acres.
3. **PRIOR APPROVAL OF IMPROVEMENTS:** No dwelling, building, structure, or outbuilding 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, Polly D. Beal, her

successor and/or assigns. The plans to be submitted for approval must be approved prior to commencement of construction and shall include:

(a) the construction plans, specifications and description of materials and grading plans;
and

(b) a plat showing the locations of all proposed improvements.

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

4. **NO LIABILITY:** Approval by the Developer shall not constitute a basis for liability of the Developer 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.

5. **MINIMUM SQUARE FOOTAGE:** No residence shall be erected or maintained on the land herein described which contains less than 1440 square feet of living area excluding porches and garages.

6. **TEMPORARY STRUCTURES:** No structure of a temporary character, including *mobile homes, manufactured homes, modular homes*, tents, motor homes, trailers and/or campers, basement, shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently. No detached garage shall at any time be used for human habitation temporarily or permanently.

7. **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, locations or 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.

The location of any residence, garage or storage facility to be erected on the land herein conveyed shall be approved in writing by the Developer, or her heirs, assigns or agent, provided no residence or building may be located nearer than 40 feet to any street right of way line, or 15 feet to any side or interior line or 40 feet to any rear lot line. For the purpose of this restriction eaves, steps, and open porches shall not be considered as a part of the residence. No garage or outbuilding may be located within 50 feet of the adjoining property. All garbage or trash containers or other similar facilities shall be so screened as not to be visible from the front.

8. **PERMITTED ANIMALS:** No animals, livestock, or poultry of any kind shall be raised or bred on any lot, except dogs, cats, or any other normal household pets may be kept,

provided they are not kept, bred, or maintained for any commercial purpose. An exception being that one horse may be kept per one acre of property owned.

9. **PERMITTED VEHICLES:** Adequate off-street parking shall be provided by the land owner for the parking of their automobiles. No truck or commercial vehicle larger than 3/4 ton shall be parked on premises or streets within this subdivision for other than visit, unless consent is given in writing by the undersigned owners, their successors and/or assigns. No automobile or equipment that is inoperable will be allowed to remain on any lot and/or street for more than fifteen (15) days.

10. **SANITARY REGULATIONS:** All sewage disposal shall be by a septic tank meeting the approval of the North Carolina State Board of Health until such time as municipal or other properly engineered and constructed sewage disposal is available.

11. **EASEMENTS OR RIGHTS OF WAY:** The conveyance of all lots is made and accepted subject to any easement or rights-of-way that may have been granted for power, light and telephone lines, access, water facilities, sewage facilities, and/or drainage facilities or as shown on any recorded plat of Brentwood Subdivision.

12. **ROAD MAINTENANCE:** The undersigned shall maintain the private road for Brentwood Lane in an all weather state of good repair until such time as said road has been accepted by the North Carolina Department of Transportation for public maintenance. The undersigned shall annually determine what maintenance is necessary for the upkeep of the road, authorize a Polly D. Beal as Developer to contract for the providing of said maintenance and thereafter the owners shall pay their pro rata share of the cost of said maintenance as billed to them by said Developer contracting for the same. The cost of said maintenance shall be paid by the owners of the individual lots and said cost shall be divided based on the number of owners at the time of the meeting.

13. **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.

14. **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.

15. **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 the 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 undersigned owners and the Developer, or their successors and assigns.

IN WITNESS WHEREOF, the undersigned owners have caused this instrument to be signed in their names this 20 day of August, 2001.

**DMC Investments, Inc., A North
Carolina Corporation**

BY: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is _____ secretary of **DMC Investments, Inc.**, a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested to by him as its _____ Secretary.

WITNESS my hand and official seal or stamp this the ____ day of _____, 2001.

Notary Public

My Commission Expires: _____

Bruce E. Beal

Bruce E. Beal

Polly D. Beal

Polly D. Beal, individually and as
Developer

STATE OF NORTH CAROLINA

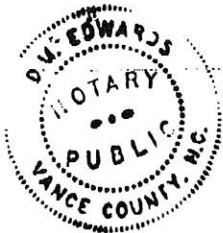
COUNTY OF VANCE

I, D. M. Edwards, a Notary Public of the County and State aforesaid, certify that **Bruce E. Beal and Polly D. Beal, individually and as Developer** personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and official seal or stamp this the 13th day of June, 2001.

D. M. Edwards

Notary Public

My Commission Expires: 02-08-04



Joel S. Goodwin, II
Joel S. Goodwin, II
Wendy Meyer Goodwin
Wendy Meyer Goodwin

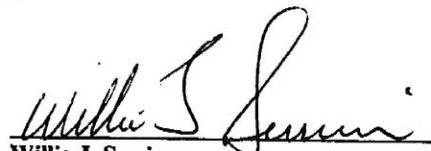
STATE OF NORTH CAROLINA

COUNTY OF Vance

I, Jane P. Haithcock, a Notary Public of the County and State aforesaid, certify that Joel S. Goodwin II and Wendy Meyer-Goodwin personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and official seal or stamp this the 8th day of August, 2001.

Jane P. Haithcock
Notary Public

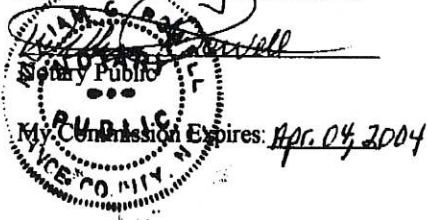
My Commission Expires: November 28, 2003


Willie J. Sessions

STATE OF NORTH CAROLINA

COUNTY OF Vance

I, William G. Powell, a Notary Public of the County and State aforesaid, certify that **Willie J. Sessions** personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and official seal or stamp this the 1st day of August, 2001.




Christopher Byron Moore

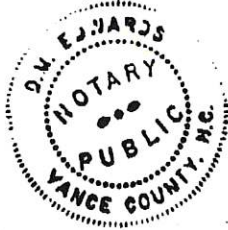
Candace Beal Moore

STATE OF NORTH CAROLINA

COUNTY OF VANCE

I, D.M. Edwards, a Notary Public of the County and State aforesaid, certify that **Christopher Byron Moore and Candace Beal Moore** personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and official seal or stamp this the 28th day of June, 2001.

D.M. Edwards
Notary Public
My Commission Expires: 02-08-04



Robert Marcus Porterfield
Robert Marcus Porterfield

Judy B. Porterfield
Judy B. Porterfield

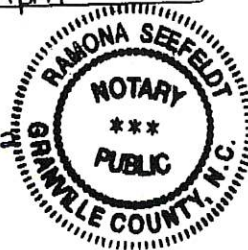
STATE OF NORTH CAROLINA

COUNTY OF Granville

I, Ramona Seefeldt, a Notary Public of the County and State aforesaid, certify that **Robert Marcus Porterfield** and **Judy B. Porterfield** personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and official seal or stamp this the 5 day of April, 2001.

Ramona Seefeldt
Notary Public

My Commission Expires: Oct 26, 2002



Donna J. Moore
Donna J. Moore

STATE OF NORTH CAROLINA

COUNTY OF VANCE

I, LARRY L. WRIGHT, a Notary Public of the County and State aforesaid, certify that **Donna J. Moore** personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and official seal or stamp this the 9TH day of APRIL, 2001.

Larry L. Wright
Notary Public

My Commission Expires: 2/6/2004



STATE OF NORTH CAROLINA, VANCE COUNTY
The foregoing certificates of D.M. Edwards, Jane P. Haithcock and William G. Powell, Notaries Public of Vance County, NC; Ramona Seefeldt, Notary Public of Granville County, NC and Larry L. Wright, Notary Public of Alamance County, NC 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: Stephanie K. Winson Assistant