

BOOK 2724 PAGE 658

NORTH CAROLINA

WAKE COUNTY

PROTECTIVE COVENANTS OF
PHASE FOUR, BRENTWOOD TODAY
BOOK OF MAPS 1979, Page 224,
WAKE COUNTY REGISTRY

KNOW ALL MEN BY THESE PRESENTS: That THE ADAMS-BILT COMPANY, a North Carolina corporation, does hereby covenant and agree with all persons, firms and corporations now owning or hereafter acquiring any property in the area hereinafter described, that all of those certain lots as designated and shown on a map of Brentwood Today, Phase Four, recorded in the Office of the Register of Deeds of Wake County, North Carolina, in Book of Maps 1979, Page 224, are hereby subjected to the following restrictions as to the use thereof, running with the said property by whomsoever owned, to wit:

1. A building unit shall consist of a tract of land having a width at the minimum building set back line of not less than 50 feet, and an area of not less than 9,000 square feet. A lot refers to Lots Nos. 1 through 4, inclusive; 28 through 32, inclusive; 39 through 73, inclusive; and 76, as the same are shown on map of Brentwood Today, Phase Four, recorded in Book of Maps 1979, Page 224. The owners of said lots or building units may vary the lines of said lots except as otherwise provided herein, but may not reduce the size of any building unit to less than the above frontage or area; provided, however, a dwelling may be erected on any of the aforesaid lots as shown on the aforementioned recorded map regardless of the number of square feet or frontage; and provided, further, that no resubdivision of lots shall increase the number of lots above the number existing before resubdivision.

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building unit other than one detached single-family dwelling not to exceed three stories in height, a private garage for not more than three cars and outbuildings necessary to residential use.

3. No dwelling shall be permitted on any building unit which has a finished and heated living area of the main structure, exclusive of one-story open porches and garages, of less than 1,150 square feet.

4. No building shall be located nearer than 10 feet to any side lot line, nearer than 30 feet to any front lot line, nor nearer than 20 feet to any side street line. For the purpose of this covenant, eaves, steps and open porches and carports open on both ends and the side opposite the house and supported on said ends and side by not more than six posts shall not be construed

as a part of the building; provided, however, this section shall not be construed to permit any portion of a building on a building unit to encroach upon another unit. Declarant reserves the right to waive minor violations of the set-back and side line requirements set forth in this paragraph. (Violations not in excess of 10 percent of the minimum requirements shall be deemed minor.)

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet to each lot. In the event that the owner of any lot shall acquire land adjacent to and in the rear of such lot, such lot owner may relocate the easement herein established over the rear line to conform to the increase in the size of his lot, provided the alteration in drainage does not thereby adversely affect the drainage of any other lot or interfere with the rights of the owners of other property within this Subdivision in services rendered by the easement herein created. Such relocated easement shall be the same width as the original easements.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

7. 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.

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

9. Only underground electrical service of the type and voltage available for residential service from an underground distribution system installed by Carolina Power and Light Company shall be allowed on each lot, unless approved by J. R. Adams, his heirs and assigns, and the utility company providing said electrical service; provided, however, the developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company by the owner of each building.

10. These covenants shall run with the land and be binding on all parties and persons claiming under them until January 1, 2010, on which date they shall automatically expire.

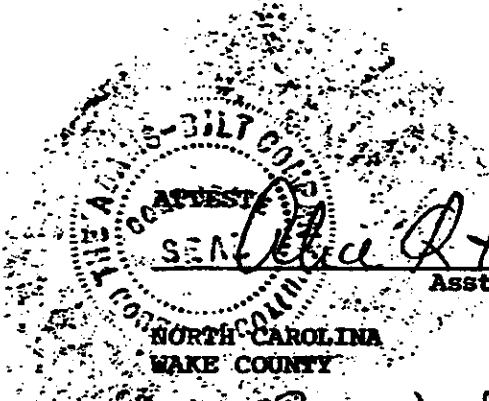
11. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

12. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any one of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, The Adams-Bilt Company has caused this instrument to be signed in its corporate name by its President, attested by its Asst. Secretary, and sealed with its corporate seal, all by authority of its Board of Directors, this the 23rd day of April, 1979.

THE ADAMS-BILT COMPANY

By: [Signature] President



Asst. Secretary

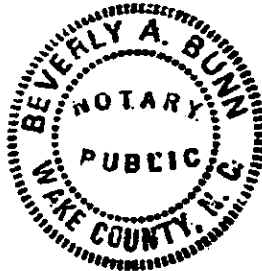
I, Beverly A. Bunn, Notary Public, do hereby certify that Alice Q. Hutchins personally came before me this day and acknowledged that she is Asst. Secretary of The Adams-Bilt Company, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by herself as its Asst. Secretary.

WITNESS my hand and notarial seal, this 23rd day of April 1979.

Beverly A. Bunn
Notary Public

My Commission Expires:

4/24/79



NORTH CAROLINA—WAKE COUNTY

The foregoing certificate

Beverly A. Bunn

(are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 2724 Page 658

This 25 day of April, 1979, at 3:45 o'clock P. M.

R. B. MCKENZIE, JR., Register of Deeds

Mary S. Peoples
Deputy Register of Deeds

PREPARED BY AND MAIL TO:

ADAMS, HINTON & BRUCKEL
P.O. BOX 19471
RALEIGH, NC 27619

NORTH CAROLINA
WAKE COUNTY

PRESENTED
FOR
REGISTRATION

JUL 3 12 36 PM '80

R.B. MCENZIE, JR.
REGISTER OF DEEDS
WAKE COUNTY, N.C.

BOOK 2840 PAGE 05

AMENDMENT TO PROTECTIVE COVENANTS
OF PHASE FOUR, BRENTWOOD TODAY
BOOK OF MAPS 1979, PAGE 224
WAKE COUNTY REGISTRY

This Agreement made and entered into by and between THE
ADAMS-BILT COMPANY, a North Carolina corporation and all other
persons, firms or corporations executing this agreement.

W I T N E S S E T H:

That for and in consideration of the matters herein agreed
upon and the execution of this instrument by each of the parties
hereto, the parties to this agreement do hereby agree with the
others as follows:

A. The protective covenants of Brentwood Today, Phase Four,
were recorded in Book 2724, Page 658, Wake County Registry and
said covenants are hereby amended by deleting paragraphs no. 1
and 2 and inserting in their stead the following paragraphs no.
1 and 2:

1. A building unit shall consist of a tract of
land having a width at the minimum building set back
line of not less than 50 feet, and an area of not less
than 9,000 square feet. A lot refers to Lots Nos. 1
and 4, inclusive; 28 through 32, inclusive; 39 through
73, inclusive; and 76, as the same are shown on map of
Brentwood Today, Phase Four, recorded in Book of Maps
1979, Page 224. The owners of said lots or building
units may vary the lines of said lots except as other-
wise provided herein, but may not reduce the size of
any building unit to less than the above frontage or
area; provided, however, a dwelling may be erected on
any of the aforesaid Lots as shown on the aforementioned
recorded map regardless of the number of square feet or
frontage; and provided, further, that no resubdivision
of lots shall increase the number of lots above the
number existing before resubdivision; provided, however,
that Lots 1, 2, 3 and 4 may be resubdivided in a manner
whereby the rear portions of these lots may be recombined
with undeveloped property lying east of Lots 1, 2, 3 and
4, but provided that the minimum depth of any portion of
Lots 1, 2, 3 and 4 shall not be reduced below 135 feet.

2. No lot shall be used except for residential
purposes; provided, however, that nothing herein shall
prevent the conversion of portions of Lots 2 and 3 to
a public street. No building shall be erected, altered,
placed or permitted to remain on any building unit other
than one detached single-family dwelling not to exceed
three stories in height, a private garage for not more
than three cars and outbuildings necessary to residential
use.

B. Except as herein amended the protective covenants of Brentwood Today, Phase Four, recorded in Book 2724, Page 658, are unchanged and remain in full force and effect.

IN TESTIMONY WHEREOF, this agreement is hereby executed by the undersigned parties.

THE ADAMS-BILT COMPANY

By Lee Lynd
Vice President

ATTEST:

Alice Q. Hutchins
Asst Secretary

ANDERSON HOMES, Division of
ANDERSON & ANDERSON, INC.

By H. P. Anderson
President

ATTEST:

N. T. Lewis
Secretary

Reginald L. Edwards (SEAL)

Constance H. Edwards (SEAL)

Betty H. Alley (SEAL)

Frank A. Alley (SEAL)

Wood Browning Wilson (SEAL)

Susan Price Wilson (SEAL)

Victor B. Lynn, Sr. (SEAL)

Jean D. Lynn (SEAL)

Louis Arnold Calliphan (SEAL)

W. J. Calliphan (SEAL)

William J. Jenko (SEAL)

BOOK 2840 PAGE 07

Wanda Murray Hagler, Jr. (SEAL)

Susan C. Hagler (SEAL)

Ruby Wayne Morgan (SEAL)

Mary L. Jenkins (SEAL)

(SEAL)

NORTH CAROLINA
WAKE COUNTY

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Alice Q. Hutchins personally appeared before me this day and acknowledged that she is assistant Secretary of The Adams-Bilt Company, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, Lee Lynch, sealed with its corporate seal, and attested by her self as its assistant Secretary.

WITNESS my hand and notarial seal this the 1st day of July, 1980.

Elizabeth H. Mackin
Notary Public

My Commission Expires: 7/24/80

NORTH CAROLINA
WAKE COUNTY

I, Aiane S. Patrum, a Notary Public in and for said State and County, do hereby certify that David J. Serfass personally appeared before me this day and acknowledged that he is Assistant Secretary of Anderson Homes, Division of Anderson & Anderson, Inc., a 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, H. Perrin, sealed with its corporate seal, and attested by him self as its Assistant Secretary.

WITNESS my hand and notarial seal this the 4 day of June, 1980.

Aiane S. Patrum
Notary Public

My Commission Expires: January 33, 1982

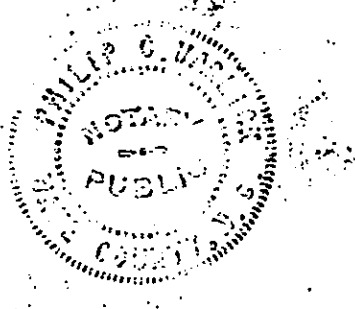
NORTH CAROLINA
WAKE COUNTY

I, Philip C. Warlick, a Notary Public in and for said State and County do hereby certify that Frank A. Alley and wife, Betty H. Alley, Louis Arnold Cullipher, Jr., and wife, Diane Sykes Cullipher, William J. Jenko and wife, Mary L. Jenko, Winston Murry Hagler, Jr. and wife, Susan E. Hagler, Victor B. Lynn, Sr. and wife, Joan D. Lynn, Worth Browning Wilson, Jr. and wife, Susan Price Wilson, Reginald L. Edwards and wife, Constance H. Edwards and Ricky Wayne Morgan personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 25th day of June, 1980.

Philip C. Warlick
Notary Public

My commission expires: MARCH 14, 1983



NORTH CAROLINA -- WAKE COUNTY

The foregoing certificate 5 of Elizabeth S. Menden
Clare S. Patton and Philip C. Warlick

Notar(y) Public 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.

R. B. MCKENZIE, JR., Register of Deeds

By Shady C. Smith
Deputy Register of Deeds