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N.C. 27203

NORTH CAROLINA

RANDOLPH COUNTY

## RESTRICTIONS

Capital Land Development Corporation, a North Carolina corporation with office in Randolph County, North Carolina is the Developer of Brantley Woods Subdivision, which is the property acquired by Capital Land Development Corporation from Lowell D. Presnell and wife, Betty N. Presnell by deeds in Book 1236, Page 1746; Book 1236, Page 1748; and Book 1236, Page 1750, Randolph County Registry. The restrictions below shall apply only to the lots shown on the unrecorded map of Brantley Woods Subdivision, prepared by Steven D. Brown, R.L.S., dated January 19, 1993, Job No. 92-021, and shall not apply to any remaining land owned by Capital Land Development Corporation unless and until said additional lands are expressly subjected to these restrictions in writing. These restrictions shall apply for thirty (30) years from the day executed.

Capital Land Development Corporation is the owner and developer of said subdivision and in order to promote a well classified and regulated residential subdivision does hereby impose upon said property restrictive covenants as follows:

## 1. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

A. No lot shall be used except for single family, residential purposes. No structure shall be erected, placed or permitted to remain on any lot other than one (1) detached, single-family residence dwelling containing a minimum of 1800 square feet of heated area for a one-story dwelling; 1900 square feet of heated area for a one and one-half story dwelling; and 2000 square feet of heated area for a two-story dwelling, and such outbuildings as are usually accessory to a single-family residence dwelling; and any detached structure such as a garage shall be constructed of similar materials as the residence.

B. No temporary house, trailer, mobile home, garage, apartment, basement, shack, barn or other outbuilding shall be placed or erected on any lot. Temporary structures for storage of materials during construction will be allowed but such temporary structures shall not be used at any time as a dwelling place.

C. All structures constructed or placed on any lot shall be built of substantially new material and no used structures shall be relocated or placed on any lot without approval from the Company.

D. No structure erected upon any lot may be used as a model exhibit or house unless prior written permission to do so shall have been obtained from the Company.

E. Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt, or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

F. All residences shall be constructed of permanent exterior materials. No concrete or aggregate blocks, either in buildings or walls, shall be used above finished ground elevation unless said blocks are covered with brick veneer, stone, or stucco. No imitation siding of any kind, including imitation stone, asbestos shingles or asbestos siding or any type of

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asphalt covering shall be used on exterior walls, except that the use of primed hardboard exterior siding is permitted. Vinyl siding shall be acceptable if it resembles hardboard textured siding.

G. Once construction of improvements is started on any lot, the improvements must be substantially completed within twelve (12) months from commencement, except for reasons beyond the control of builder.

H. All plumbing fixtures, dishwashers, garbage disposals, toilets or sewage disposal systems shall be connected to an underground septic tank system constructed by the lot owner and approved by the appropriate governmental authority, until such time as a public sewer system shall be maintained, at which time the grantee, his successors or assigns, agrees to connect said premises therewith without delay. No outside toilet shall be constructed or permitted on any lot.

I. Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery so as not to be visible from any street. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be screened or so placed and kept as not to be visible from any street.

J. Any camping trailer or similar equipment used for the personal enjoyment of a resident shall at all times be parked to the rear of the dwelling or in carport-garage or shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned so as to be inconspicuous. No bill boards, sign boards, or unsightly objects of any kind shall be maintained on said lands in this subdivision or any part thereof, except that a single sign offering property for sale or rent may be placed on any such lot, provided that such sign is not more than 24 inches wide and 20 inches high.

K. No horse, cow, hog, goat or other livestock shall be kept or maintained on said property or any portion thereof, nor shall any chicken yard be maintained thereon. No land occupant in the tract shall maintain any offensive or dangerous animals.

L. No noxious, offensive, or illegal activities shall be carried on on any lot, nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

M. No vehicle shall be parked habitually and regularly on any street in the subdivision. Pick-up trucks or vans used in land occupant's business, shall be parked in such a manner as to not be offensive to the occupants of other lots or the users of any street; except, however, construction vehicles and equipment in use for development and construction in the subdivision may be kept in the subdivision temporarily during development or construction.

N. Each lot owner shall provide space for parking three (3) automobiles off the street prior to the occupancy of any dwelling constructed on said lot. All driveways shall be concrete, brick or asphalt.

O. There shall be no road or driveway access to any lot on the perimeter of the Subdivision except from designated roads within the Section or Subdivision.

P. No lot shall be re-subdivided, or its boundary lines changed except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the plat of the subdivision, prior to delivery of deed in order

to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot so created.

Q. No stripped, partially wrecked, or junk motor vehicle, or part therefor, shall be permitted to be parked or kept on any street or lot.

## 2. PLACEMENT OF RESIDENCES AND STRUCTURES

A. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, all property lines shall be kept free and open. Fences are permitted on any lot for landscaping purposes if they contribute to and are in keeping with the character and environment of the area or are used for household pets.

B. No above grade structure (except approved fences or walls) may be constructed or placed on any lot unless such structure is not less than:

- (1) Sixty (60) feet from the front line of any platted lot, unless otherwise specified on recorded plat;
- (2) Twelve (12) feet from each lot side line; and
- (3) Twenty-five (25) feet from the rear line of each lot.

A corner lot shall be deemed to have a front line on each street.

## 3. EASEMENTS

A. The Company reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, the following easements and/or rights-of-way-way:

(1) Such easements and rights-of-way over each lot (not exceeding 15 feet in width) as the Company may deem necessary for the use and maintenance of storm and sanitary sewers and the installation of electric power and other utility services in the subdivision; provided, however, that such easements or rights-of-way shall not interfere with the proper location and use of dwellings constructed on the premises charged with such easement.

(2) The right to trim, cut and remove any trees and brush wherever necessary for the installation, operation, and maintenance of utility services for the convenience of the property owners in the Subdivision.

B. The Company reserves for itself, its successors or assigns an exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined above.

C. On each lot, the rights-of-way and easement areas reserved by the Company or dedicated for public utilities purposes shall be maintained continuously by the lot owner, but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities; which may change the direction of flow of drainage channels in the easement; which may obstruct or retard the flow of water through drainage channels in the easement, or interfere with established slope ratios; or which create erosion or sliding problems, provided, however, that the existing location of a drainage channel may be relocated, provided such relocation does

not cause an encroachment on any other lot in the subdivision. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility is responsible.

D. Every lot in the subdivision, if any, that lies contiguous to a stream shall be subject to a flowage or utility easement as designated on the property map.

#### 4. MISCELLANEOUS

A. The property within the subdivision is hereby proclaimed a bird and wildlife sanctuary and the hunting of any birds and wildlife is hereby prohibited.

B. Nothing herein contained shall be construed to prevent Capital Land Development Corporation, or its successors and assigns from maintaining temporary sales offices and storage on any lot, common grounds, or recreation area while the subdivision is in the process of being developed and houses constructed within the subdivision.

#### 5. GRANTEE'S ACCEPTANCE

A. The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Company or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of the Company; and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Company, and to and with the grantees and subsequent owners of each of the lots within the Subdivision, to keep, observe, comply with and perform the covenants of these Restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume as against the Company, its successors or assigns, all the risks and hazards of ownership of occupancy attendant to such lot, including but not limited to its proximity to any recreational facility.

C. Each such grantee agrees to complete the underground secondary electrical service to their respective residences.

#### 6. SEVERABILITY

Every one of the Restrictions is hereby declared to be independent of, and severable from the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, such holding shall be without effect upon the validity, enforceability, or "running" quality of the remainder of such Restrictions.

#### 7. CAPTIONS

The captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, the feminine or to the neuter. Wherever the word "Company" appears in these restrictions, it shall mean "Capital Land Development Corporation", its successors and assigns.

IN TESTIMONY WHEREOF, the developer has caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed, on the 3rd day of June, 1993.

CAPITAL LAND DEVELOPMENT CORPORATION

By A. Christopher Foley  
President

ATTEST:

Karen P. Foley  
Secretary

(Corporate Seal)

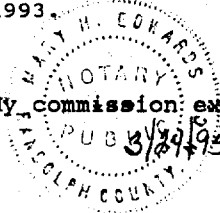
NORTH CAROLINA  
RANDOLPH COUNTY

I, a Notary Public, do hereby certify that Karen P. Foley, personally came before me this day and acknowledged that she is Secretary of CAPITAL LAND DEVELOPMENT 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 Secretary.

Witness my hand and official seal this the 3rd day of June, 1993.

Mary H. Edwards (SEAL)  
Notary Public

My commission expires:



NORTH CAROLINA — Randolph County

The foregoing certificate(s) of Mary H. Edwards, NP

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1358, Page 1614, This 3rd day of June, 19 93 at 3:21 o'clock P. M.

Ann Shaw, Register of Deeds  
By Renee Baldwin, Deputy Register of Deeds