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PREPARED BY: STAINBACK & SATTERWHITE - Michael E. Satterwhite

STATE OF NORTH CAROLINA

VANCE COUNTY, N. C.  
FILED FOR RECORD

COUNTY OF VANCE

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CYNTHIA S. ABBOTT  
REGISTER OF DEEDS

## RESTRICTIVE COVENANTS FOR CAROLINA WOODS 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 Sandy Creek Township, Vance County, North Carolina, and more particularly described as follows:

Lots 1 through 71, inclusive, according to survey and plat entitled "Property of John M. Foster - Survey of Carolina Woods" as prepared by Bobbitt Surveying, PA, dated March 27, 1998, as appears in Plat Book "V," Page 778, in the office of the Register of Deeds of Vance County.

**WHEREAS,** John M. Foster and wife, Barbara T. 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, its successors, assigns or duly authorized agent, to wit: C. Ruxton Bobbitt, Jr., 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.

**3. SET BACK REQUIREMENTS:** No dwelling (or other structure or improvement permitted by these restrictions, except approved fences and utility buildings [which shall be a minimum of 10 feet from the side and/or rear property lines and no closer to the front property line than the minimum building setback line for a dwelling as hereinafter set forth]) shall be hereafter erected, altered, or placed on the property herein conveyed closer than sixty (60) feet from the margin of the right of way of the road granting access to said lot (or ninety (90) 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 its sole discretion, deem the same to be advisable.

**4. PRIOR APPROVAL OF IMPROVEMENTS:** No dwelling, building, structure, outbuilding, fence, wall, below ground swimming pool, 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, its successors, assigns or duly authorized agent, to wit: C. Ruxton Bobbitt, Jr. The plans to be submitted to the Developer for its approval shall include:

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

**5. 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.

**6. PERMITTED AND PROHIBITED IMPROVEMENTS:** No dwelling building, structure, outbuilding (all storage buildings must be a minimum of 10x10 feet) or other permitted improvement shall be constructed on any lot except by conventional construction and/or modular construction (on frame or off frame), single and/or double-wide mobile homes being specifically prohibited;

**7. 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 1,200 square feet, measured from outside wall lines (and excluding any square footage in a basement).

**8. 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 900 square feet (excluding any square footage in a basement). The total square footage of any two-story dwelling must exceed 1,500 square feet of useable (heated) floor space.

**9. FOUNDATIONS:** All buildings shall have brick perimeter or equivalent foundations unless otherwise approved in writing by the Developer, its successors, assigns or designated Agent; all buildings, whether constructed by conventional, modular or permitted manufactured methods, shall have foundations constructed to meet all applicable state and local building codes.

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

**11. DRIVEWAYS:** All driveway pipe shall be constructed of a minimum 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, and all driveways and parking areas must have a minimum of four (4) inches of gravel covering their entire surfaces.



**12. TEMPORARY STRUCTURES/STORAGE:** No structure of a temporary character, including tents, motor homes, trailers and/or campers shall be used on any lot at any time as a residence, either temporarily or permanently.

All boats, campers, motorized vehicles (excluding automobiles and pick-up trucks) and other equipment are to be stored in approved covered buildings or stored in a location on said lot as not to become an eyesore.

**13. 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 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.

**14. MAINTENANCE REQUIREMENT:** All approved homes shall thereafter be maintained in a state of good repair (i.e. landscaped, grass mowed, painted, etc.) to further the harmonious design and maintenance of the subdivision and any external physical damage to a previously approved home shall be repaired within ninety (90) days of said damage.

**15. 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 (i) they are not kept, bred, or maintained for any commercial purpose, and (ii) they (dogs) are confined to the home or maintained in an appropriate approved fenced area; and (iii) they are not permitted to roam; and (iv) they shall not become an annoyance or nuisance to other Lot owners; however, the Developer, its successors, assigns or duly appointed agent, to wit: C. Ruxton Bobbitt, Jr., reserves the right to permit a limited number of horses or ponies (not to exceed two per acre of fenced in pasture land)

on Lots 8, 10, 11, 40 and/or 41 only. However, any area so designated for horses or ponies 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.

**16. 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 at all times.

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

- (a) all driveways and parking areas shall have a minimum of four inches (4") of stone; and
- (b) all residences shall maintain a minimum of eight (8) shrubs that are a minimum of eighteen (18) inches in height in front of the dwelling, which shall be properly maintained and pruned at all times; and
- (c) all stumps and other vegetation shall be removed; and
- (d) all satellite systems shall be screened from public views, and have low growing shrubs or flowerbeds 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.

**18. SIGNS:** No billboard or sign of any kind shall be displayed to public view on any Lot except one sign of not more than nine (9) square feet advertising the Lot for sale or signs used by a builder to advertise the lot during construction and sale period.

**19. SWIMMING POOLS:** No above-ground swimming pools shall be erected on any lot and any below ground swimming pools shall be enclosed by proper approved (i.e. by the Developer) fencing to keep small children or unauthorized visitors from entering the enclosed area.

**20. 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.

**21. SPEED LIMITS:** All Owners agree to observe posted speed limits along said roads.

**22. SANITARY REGULATIONS:** No water supply system for human consumption or sewage disposal system shall be permitted on the lots herein conveyed unless the locations, 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.

**23. 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.

**24. 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.

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

**26. 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 Spring Meadows 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 and lighting of the subdivision entrance sign, which may require a continuing monthly payment to Carolina Power & Light Company by each purchaser of property in said subdivision.

**27. 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 roads 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.



**28. ROADS:** The Developer will construct and maintain the private roads in the subdivision, to wit: Carolina Woods Drive, Legacy Lane, Pinnacle Place, Royal Court, Meridian Way, and Heritage Hill, to state specifications and will maintain the same until such time as the said private roads are taken over for maintenance by the North Carolina Department of Transportation. To this end, the Developer reserves the right to subject all the lots in said subdivision to a right of way in favor of the North Carolina Department of Transportation at such time as the said department is willing to accept the roads for permanent maintenance. The Developer shall be responsible for contracting for any road maintenance work, prior to acceptance by the Department of Transportation, which may be required for the roads providing access to the lots and shall be responsible for any decisions regarding need for maintenance and the manner and extent of said maintenance, improvement or repair.

**29. BURIAL SITES:** No burial sites are allowed on any lot within the subdivision.

**30. 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.

**31. SEVERABILITY:** The invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other covenants, which shall remain in full force and effect.

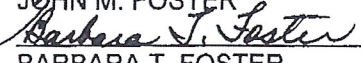
**32. DURATION:** These restrictions and conditions are covenants running with the land and shall be binding on all owners of property covered by these restrictive covenants and all persons claiming under them for a period of thirty (30) years from the date these Restrictive Covenants are recorded, after 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 Developers, their heirs, assigns or devisees.

**IN WITNESS WHEREOF**, the Developer has hereunto set their hands and seals this 29<sup>th</sup> day of April 1999.



\_\_\_\_\_(SEAL)  
JOHN M. FOSTER



\_\_\_\_\_(SEAL)  
BARBARA T. FOSTER



**STATE OF NORTH CAROLINA**

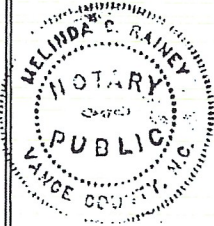
**COUNTY OF VANCE**

I, a Notary Public of the county and state aforesaid, hereby certify that **JOHN M. FOSTER and wife, BARARA T. FOSTER**, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

**WITNESS** my hand and official stamp or seal this 29<sup>th</sup> day of April 1999.

Melinda C Rainey  
NOTARY PUBLIC

My Commission Expires: 5-31-2000



STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Melinda C. Rainey, Notary Public of Vance County, N.C. is 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] Assistant

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PREPARED BY: STAINBACK & SATTERWHITE – Michael E. Satterwhite

VANCE COUNTY, N. C.  
FILED FOR RECORD

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STATE OF NORTH CAROLINA

CYNTHIA S. ABBOTT  
REGISTER OF DEEDS

COUNTY OF VANCE

## AMENDMENT TO RESTRICTIVE COVENANTS FOR CAROLINA WOODS 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 Sandy Creek Township, Vance County, North Carolina, and more particularly described as follows:

Lots 1 through 71, inclusive, according to survey and plat entitled "Property of John M. Foster - Survey of Carolina Woods" as prepared by Bobbitt Surveying, PA, dated March 27, 1998, and last revised October 5, 1998, as appears in Plat Book "V," Page 874, in the office of the Register of Deeds of Vance County.

**WHEREAS**, John M. Foster and wife, Barbara T. 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 has heretofore subjected said lots to certain Restrictive Covenants for Carolina Woods Subdivision as appear in Book 851, Page 736, Vance County Registry; and

**WHEREAS**, John M. Foster and wife, Barbara T. Foster, desire to amend said Restrictive Covenants as hereinafter set out; and



**NOW, THEREFORE,** said Restrictive Covenants for Carolina Woods Subdivision are hereby amended as follows:

1. By the deletion of the description of the property subject to said Restrictive Covenants, and in lieu thereof, the insertion of the following description, to wit:

Lots 1 through 71, inclusive, according to survey and plat entitled "Property of John M. Foster - Survey of Carolina Woods" as prepared by Bobbitt Surveying, PA, dated March 27, 1998, and last revised October 5, 1998, as appears in Plat Book "V," Page 874, in the office of the Register of Deeds of Vance County.

2. By the deletion of the words "Spring Meadows" in Paragraph 26 Easements or Rights of Way, and in lieu thereof, the insertion of the following: "Carolina Woods."

3. By the addition of a new paragraph to be enumerated "Paragraph 6(a). Minimum Required Storage Space.

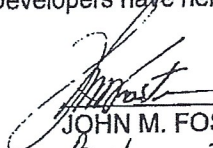
6(a). Minimum Required Storage Space: Each dwelling is required to have a minimum of an attached 6'x8' storage addition to the dwelling or a minimum of a 10'x10' detached storage (utility) building on a concrete slab to be built to the following specifications:

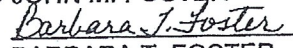
- (1) All detached storage buildings shall be constructed in such manner as to conform to the requirements of the North Carolina Building Code; and
- (2) Site-built storage buildings must be designed, constructed and painted to resemble the primary dwelling; and
- (3) Pre-fab storage buildings will be allowed in the sole discretion of the Developer; and
- (4) The Developer must approve in writing the construction plans, specifications and description of materials, including all exterior colors, and the location of all detached storage buildings (site built and/or permitted pre-fab) pursuant to the requirements of Paragraph 4 above.

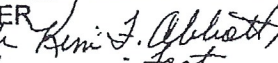
All detached outside storage (utility) buildings must be located on the lot prior to the owner of the lot taking occupancy of the dwelling constructed thereon; however, the Developer reserves the right to waive this requirement, in writing, in its sole discretion.

4. Except as herein amended, said Restrictive Covenants for Carolina Woods Subdivision shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Developers have hereunto set their hands and seals this 20<sup>th</sup> day of August 1999.

  
\_\_\_\_\_(SEAL)  
JOHN M. FOSTER

  
\_\_\_\_\_(SEAL)  
BARBARA T. FOSTER

by and through   
her Attorney in fact