

RECORDED - 339701  
KATHERINE LEE PAYNE  
REGISTER OF DEEDS  
GUILFORD COUNTY, NC  
BOOK: 4984  
PAGE(S): 0704 TO 0709  
03/08/2000 14:56:37

Stamps 526.00

Drawn by: William P. Aycock II, Attorney at Law

Mail to: Don Smith

PICK UP  
CHANDLER & SCHIFFMAN, P.A.

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Grantee's Address: 300 Parkway Avenue  
Creensboro NC 27401

**THIS DEED**, Made this the 29th day of February, 2000, by LAKE BRANDT VENTURES, LLC, a limited liability company organized and existing under the laws of the State of North Carolina, with an office in Guilford County, North Carolina, hereinafter referred to as the Grantor, and DON SMITH GENERAL CONTRACTOR, INCORPORATED, a North Carolina corporation with a place of business in Guilford County, North Carolina, hereinafter referred to as the Grantee, whether one or more individuals or corporations.

WITNESSETH:

03/08/2000 GUILFORD CO. NC  
1 DEEDS 339701 \$6.00  
4 DEEDS ADDN PGS \$8.00

That the Grantor in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it in hand paid by the Grantee, receipt of which is hereby acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto the Grantee, and his heirs, successors and assigns that certain tract or parcel of land in Morehead Township, Guilford County, North Carolina, more particularly described as follows:

1 PROBATE FEE \$2.00

All of Lots 8, 15, 26 and 52 as shown on the plats entitled "North Beech Subdivision, Phase 1, Maps 1 and 2," which appear of record in the Office of the Register of Deeds of Guilford County, North Carolina, in Plat Book 136, Pages 69 and 70 (the "Property").

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The Property is conveyed subject to all ad valorem taxes against the same for the current year, which are to be prorated between the parties, using the calendar year as the basis for prorating, and subject to all restrictions, easements and public utility rights of way of record against the same, and subject to certain restrictions as to the use thereof, running with said Property by whomsoever owned, which restrictions are expressly assented to by the Grantee by the acceptance of this deed, and are as follows:

1. **LAND USE AND BUILDING TYPE:** Said Property shall be used for residential purposes only, and no structures shall be erected or allowed to remain on any lot except one detached single-family dwelling not exceeding two stories and an attic (finished or unfinished) in height, a basement (finished or unfinished), a private garage or carport for not more than three (3) cars, porches, decks and patios. GUILFORD COUNTY 3/ 8/2000 \$526.00
2. **NO RESUBDIVISION; LOT AREA:** The Property shall not be resubdivided except with the prior written consent of Grantor. If resubdivided, no building shall be allowed to remain on any lot having less than 11,000 square feet.
3. **NUISANCES:** Said Property shall not be used for business, manufacturing or commercial purposes, nor shall any animals or fowls be kept or allowed to remain on said Property for commercial purposes, and no animals other than household pets shall be kept or allowed to remain on said Property for any purpose, nor shall anything be done on said Property which is a nuisance or an annoyance to the community.
4. **DWELLING SIZE:** No dwelling shall be erected or allowed to remain on said Property if the floor area of the main structure, exclusive of garages, one-story open porches, decks and stoops, shall be less than: (a) 2200 square feet for a single-story dwelling; and (b) 2600 square feet for a two-story or story and one-half dwelling with a minimum of 1400 square feet on the first floor.
5. **ARCHITECTURAL CONTROL:** A complete set of proposed construction plans including: (a) a site plan showing all easements and setbacks as shown on the recorded

plat of the Property and, if applicable, building envelopes; (b) foundation plan; (c) erosion control plan; (d) clearing and grading plan; (e) floor plan and elevation drawings of all sides shall be presented to and approved in writing by Grantor prior to commencing clearing, grading or construction of a building or improvement of any kind on the Property. The site plan must show the proposed location of all impervious surfaces including paved parking lots, driveways, buildings or other structures which cover the soil. Any change, revision or alteration to an approved plan must be submitted to Grantor in writing and receive approval before implementation. Grantee must submit a driveway culvert and endwall detail plan for prior written approval by Grantor. Grantor's model detail may be utilized, or Grantee may submit an alternative plan for consideration by Grantor.

The siting of a dwelling and other improvements on a lot shall be subject to Grantor's prior written approval, which it may grant or withhold, in its sole and unfettered discretion. The exterior surfaces of all dwellings shall be brick, except for trim and dormers; provided, however, Grantor shall have the right, in its sole and unfettered discretion, to approve of dwellings with exterior surfaces of brick and some combination of stone, stucco and siding. No modular homes or geodesic domes shall be permitted. Only mailboxes meeting Grantor's written standards shall be permitted. No roof without a pitch of 8/12ths or greater will be permitted. No building, tennis court, swimming pool or other structure shall be placed on any lot below the contour elevation line that is 752.8 feet above sea level. All lots on which a dwelling is approved and built shall be landscaped in keeping with landscaping of existing dwellings in the subdivision, in Grantor's sole and unfettered determination.

All erosion control devices shown on approved plans and required by City of Greensboro will be installed within twenty-four (24) hours after the commencement of clearing of the Property. Whenever practical, disturbances of existing trees and vegetative ground cover will be minimized before, during and after construction. Areas disturbed during construction will be stabilized and protected as soon as possible. All building setback lines shall be observed.

Construction of the dwelling must commence within three (3) months of the closing date of the sale of the Property to the Grantee herein. Construction shall be deemed commenced when the footings are poured. Total construction time from pouring of footings to completion of the dwelling ready for occupancy shall not exceed nine (9) months. Weather permitting, all landscaping will be finished upon completion of the dwelling, but in no event shall it be installed later than ninety (90) days after the dwelling is occupied. As set forth in the Declaration of Covenants, Conditions and Restrictions for North Beech, Phase 1, Maps 1 and 2, recorded in Book 4979, Page 1900, Guilford County Registry (the "Declaration"), there shall be a fine or charge levied against Grantee for failure to commence or to complete construction or landscaping as herein required. Upon written request of Grantee and for good cause shown, Grantor may, in its sole and unfettered discretion, extend the time limits for commencement or completion of construction or modify or waive (subject to the requirements of Guilford County) the erosion control plan requirement set forth herein.

The right to make inspections necessary to assure compliance with the terms of these restrictions is reserved by Grantor. Upon completion of the improvements, an actual field survey shall be presented to Grantor for its review and approval to insure that the improvements have been constructed in accordance with the site plan and any other approved applicable plans. Any fines or charges levied against Grantee related to violations of the requirements enumerated in this paragraph 5 shall be remitted to the North Beech Homeowners Association, Inc. Any non-complying improvements or features shall be removed or corrected within ten (10) days of receipt of written notice from Grantor except that any non-complying improvements or features relating to erosion control shall be removed or corrected within forty-eight (48) hours of written notice from Grantor or the City of Greensboro. Failure to remove or correct may result in a fine or charge being levied against the Grantee as set forth in the Declaration.

6. **BUILDING SETBACKS:** No building shall be erected or allowed to remain on any lot nearer to the front or side Property lines than the minimum building lines shown on the recorded plat. No building shall be erected or allowed to remain on any lot within thirty (30) feet of the rear line of the lot or the minimum rear building line shown on the

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recorded plat, whichever is greater. The front building line provided for herein shall not apply to covered or uncovered porches which do not project more than five (5) feet beyond such building line.

7. **EASEMENTS; MAINTENANCE OF CERTAIN STORM WATER DRAINAGE FACILITIES:** Easements for installation and maintenance of utilities and drainage facilities and Water Quality Conservation Easements are reserved as shown on the recorded plat. Grantor reserves an easement for and the right at any time in the future to grant rights-of-way for the installation and maintenance of public utilities across, on or under the property at a distance of not more than ten (10) feet from the rear or side lines, but such rights-of-way must be used so interference with the use of the property by the owners of the same is at a minimum.

8. **PLACEMENT OF DWELLING:** The main building on any lot shall not be erected or allowed to remain facing in any direction except toward the street abutting the front of said lot, which as to a corner lot shall be the street upon which said lot has the least frontage, except with the written consent of Grantor. The main building on Lots 1 through 7 shall face North Beech Lane.

9. **TEMPORARY AND PROHIBITED STRUCTURES:** No structure of a temporary character shall be erected or allowed to remain on said Property. No tent, shack, garage, mobile home, barn or other outbuilding erected on said Property shall be used as a residence either permanently or temporarily. Neither shall any trailer, recreational vehicle, motor home, building materials or non-operative motor vehicle be stored on the Property, either permanently or temporarily, prior to completion and occupancy of the residence.

10. **STREETS, FENCES, WALLS, SIGNS, AND PLAYGROUND EQUIPMENT:** No street shall be laid out or opened across or through the Property, nor shall any fence or wall be erected or allowed to remain on the Property nearer to any street abutting the same than the building lines herein provided for, except with the written consent of Grantor. No billboards or signs of any kind shall be erected or allowed to remain on the Property, except "For Sale," "Builder" or "For Lease" signs less than three (3) feet in length and two (2) feet in width. All playground equipment must be located behind the rear line of the main building.

11. **APPLICATION OF RESTRICTIONS:** The foregoing covenants and restrictions shall apply only to said Property and nothing contained herein shall preclude Grantor from altering the size or direction of frontage of any other Property, or the location of any streets or roads other than such portions of such streets or roads as abut said Property, or from establishing business districts or from establishing or allowing to be established hospitals, schools, hotels, or other institutions which in its opinion will be for the benefit of the community in which said Property is located.

12. **WAIVER OF AND CONSENT TO VIOLATIONS:** Grantor may waive any violation of these restrictive covenants by appropriate instrument in writing, provided, that if the violation occurs on any lot or lots which abuts a lot or lots which have been conveyed to a fee simple owner or owners, in North Beech, Phase 1, Maps 1 and 2, the written waiver of such violation by such adjacent owner or owners shall also be obtained. The provisions of this paragraph shall not apply to paragraphs 2, 5, 8 and 10 where only the written consent of Grantor shall be required.

13. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by seventy-five percent (75%) of the then owners of the lots in North Beech, Phase 1, Maps 1 and 2, has been recorded, agreeing to terminate or change said covenants in whole or in part.

14. **ENFORCEMENT:** Enforcement 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.

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15. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which remain in full force and effect.

**TO HAVE AND TO HOLD** the above-described Property, together with all privileges and appurtenances thereunto belonging unto the Grantee and the heirs, successors and assigns of the Grantee, in fee simple forever, subject to the taxes, easements, and restrictions set out or referred to herein and in the Declaration of Covenants, Conditions and Restrictions for North Beech, recorded in Book 4979, Page 1900, Guilford County Registry.

And Grantor covenants with Grantee that it is the owner of said Property and has the right to convey the same in fee simple; that said Property is free and clear of all encumbrances, except as herein stated, and that it will warrant and defend the title to said Property against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its member/managers, the day and year first above written.

LAKE BRANDT VENTURES, LLC,  
a North Carolina Limited Liability Company (SEAL)

BY ITS MANAGERS:

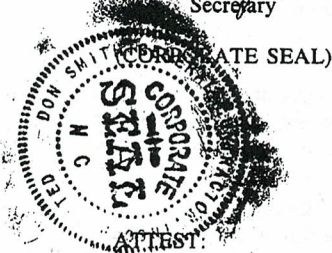
DON SMITH GENERAL CONTRACTOR,  
INCORPORATED

By: *Donald C. Smith*  
President

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ATTEST:

*Mary Lane Smith*  
Secretary



MILLICAN CONSTRUCTION CO.

By: *James Millican*  
President

ATTEST:  
*James Millican*  
Secretary

(CORPORATE SEAL)



Millican Construction Co.