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Currituck County North Carolina  
Denise A. Hall, Register of Deeds  
BK 1422 PG 472 - 480 (9)

Prepared by: William Brumsey, IV/mnm

NORTH CAROLINA  
CURRITUCK COUNTY

RESTRICTIVE COVENANTS  
BRUMSEY WOODS

KNOW ALL MEN BY THESE PRESENTS:

That CURRITUCK HOMES, INC. herein sometimes referred to as "Developer" or "Declarant", does hereby covenant and agree to and with all other persons, firms or corporations hereafter acquiring the Lots as shown on a certain plat prepared by Hyman and Robey entitled in part: "FINAL PLAT FOR BRUMSEY WOODS SUBDIVISION, TOWNSHIP, CURRITUCK COUNTY, NORTH CAROLINA" recorded in Plat Cabinet P, Slides 21 and 22, shall be subject to the following restrictions as to the use thereof running with the properties by whomsoever owned, to wit:

1. PURPOSE: All lots shall be used for residential purposes only. No building shall be erected, altered, placed upon or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and one private garage for not more than three cars. However, it shall not be considered a violation of this restriction if any builder or developer maintains sample houses, warehouses, sales and administrative offices on any of the properties so long as such builder has properties for sale or is servicing properties under warranties within the boundaries of adjoining property owned by the developer.

2. **MINIMUM SQUARE FOOTAGE:** No single-story dwelling shall be constructed or allowed to remain on said lots having less than 1,200 square feet of floor space in heated areas, exclusive of porches, exterior storage and attached garages. No two-story dwelling shall be constructed or allowed to remain on any lot having less than 1,600 square feet in heated areas, exclusive to porches, exterior storage and attached garages. All dwellings shall have a garage of sufficient size to accommodate at least one standard size automobile. If the garage is a detached garage, it shall be constructed of the same exterior building materials as the principal residence.
3. **SETBACK REQUIREMENTS FOR SINGLE FAMILY DWELLING:** No building shall be constructed on any lot nearer than 30 feet to the front (street) lot line, 15 feet to any side lot line or nearer than 25 feet to the rear lot line of any lot.
4. **SETBACK REQUIREMENTS FOR PRIVATE GARAGE:** All private garages shall comply with street setback set forth in Paragraph 3 but shall be required to observe only fifteen (15) foot setback from rear and side boundary lines. All private, freestanding garages shall be required to maintain a ten (10) foot setback from the principal dwelling.
5. **RESUBDIVISION OF LOTS:** No lot shall be subdivided into a lot having less than the dimensions of the original lot. However, nothing herein contained will prevent a lot being subdivided and combined with an adjoining lot to form one residential unit. If such a division were to occur the title to the portion of the divided lot could pass only when conveyed with the lot with which it was combined. In the event of a division of a lot as herein provided or the combination of two or more lots, the side lot building setbacks would apply to the outside boundaries of the resulting lot.
6. **NO OFFENSIVE ACTIVITY:** No noxious or offensive activity shall be carried on or conducted upon the lots nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. The discharging of firearms within the subdivision is specifically prohibited unless for the protection of person or property.
7. **LOT MAINTENANCE:** Each lot owner shall keep lots free of tall grasses, dead trees, trash and rubbish and shall properly maintain the lot, to present a well-kept appearance.

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8. **ANIMALS:** No animals may be kept on any lot except the usual household pets, so long as they are not kept for breeding or any other commercial purposes.
  9. **CONSTRUCTION ON LOT:** No mobile home, trailer, doublewide mobile home, prefabricated home, modular home or preexisting home of any type, kind or description shall be placed upon or allowed to remain on any lot of the subdivision lots. It being the express intent of this provision that all dwellings and private garages be constructed on the site.
  10. **TEMPORARY STRUCTURES:** No structure of a temporary character shall be placed upon any portion of any lot. Temporary shelters, tents, travel trailers, campers or self-propelled mobile homes shall not at any time be used as temporary residence. Campers, travel trailers, boat trailers, self-propelled mobile homes and other vehicles of that nature may be stored on a lot, provided they do not constitute a visual nuisance and are stored in compliance with the setback requirements of Paragraphs 3 and 4 on a lot with an existing dwelling.
  11. **TIME OF CONSTRUCTION:** Any construction of a dwelling or private garage situated on any lot shall be completed within one year of the date of the commencement of construction.
  12. **SIGNS:** No signs of any kind shall be displayed to public view on any lot except a sign of not more than 5 square feet advertising the property for sale or rent or signs used by a contractor during the construction period. This provision shall not apply to the developers for a period of thirty-six months after the recordation of the subdivision plat.
  13. **UTILITIES:** All telephone, electric and other like utility lines and connections between the main utility lines and residences shall be underground.
  14. **PROPERTY OWNERS ASSOCIATION MEMBERSHIP:** The owners of the lots within the Subdivision are required to become members of the Brumsey Woods Property Owners Association, Inc. (the "Association"), a non-profit corporation that has been formed pursuant to the Non-Profit Corporation Act (Chapter 55A) of the North Carolina General Statutes through the office of The Secretary of State of North Carolina. The lot owners shall be subject to the rules, regulations and by-laws adopted by the Association including the levying of assessments for the purpose of maintaining common areas, common features, and infrastructure elements. The Board of Directors of the Association shall be appointed by the

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Developer until such time as the Developer transfers maintenance responsibility of the common areas, common facilities and open space areas, roadways and other infrastructure of the Subdivision as hereinafter delineated. Each lot owner shall be a member of the Association automatically with the purchase of any lot and agrees with respect to the Association as follows:

- a. That for so long as each is an owner of a lot within the Subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Association.
- b. That each shall be subject to the rules and regulations of the Association with regard to ownership of a lot within the Subdivision.
- c. That any unpaid assessment levied by the Association in accordance with these covenants, the articles of organization or bylaws of the Association shall be a lien upon the lot upon which such assessment was levied, and shall be the personal obligation of the owner of the lot at the time the assessment fell due.
- d. The Association may increase the amount of mandatory fees or assessments, when necessary, for the continued maintenance of common areas, common features, or private infrastructure.
- e. The Association shall establish a reserve fund to support the continued maintenance and upkeep of common areas, common features, and private infrastructure. All members of an association shall be responsible for contributions to the association's reserve fund to cover their proportionate share of maintenance costs associated with common areas, common features, and private infrastructure.
- f. The Association is responsible for liability insurance and all applicable taxes regarding the common areas, common features, and private infrastructure.
- g. The Association has maintenance responsibilities of all on-site improvements not dedicated to a local or state agency, including but not limited to streets, drainage systems, wastewater systems, open space areas, recreational facilities, and private infrastructure.
- h. Each membership in the Association shall relate to and have a unity of interest with an individual lot, which may not be separated from ownership of said lot.

15. MAINTENANCE OF COMMON AREAS AND INFRASTRUCTURE: The common areas, common facilities and open space areas, roadways and other infrastructure, and the stormwater management systems, shown and delineated on the plats of Brumsey Woods described above and duly recorded in the Office

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of the Register of Deeds of Currituck County, are for the use and benefit of the lot owners of the subdivision. The Developer shall maintain the common areas, common facilities and open space areas, roadways and other infrastructure until seventy-five percent (75%) of the lots are sold.

Maintenance responsibility of the other common areas, common facilities and open space areas, roadways, and other infrastructure (infrastructure shall include roads and stormwater management facilities within the Subdivision unless the same are dedicated to and accepted by the North Carolina Department of Transportation) of the Subdivision shall not be transferred from the Developer to the Association until all the following occur:

- (a) At least 75 percent of the total number of lots in the subdivision are sold; and
- (b) The Developer provides an affidavit or resolution signed by the Association president that accepts maintenance responsibility for the subdivision; and
- (c) The Developer commissions a report prepared by a licensed engineer indicating that all common areas, common features, and infrastructure elements comply with the minimum standards in this the Currituck County Unified Development Ordinance and the County Code of Ordinances; and
- (d) Currituck County staff reviews and approves the report prepared by a licensed engineer; and
- (e) A reserve fund dedicated to the continued maintenance and upkeep of common areas, common features, and private infrastructure is established with a banking institution acceptable to the county in the name of the association, that contains a minimum balance that includes the following:
  - (1) Ten percent of the road construction cost for streets not maintained by NCDOT at the time of transfer (gravel base and asphalt only);
  - (2) Liability insurance and taxes for common elements for two years; and,
  - (3) Stormwater facilities and landscaping maintenance cost for two years;

Notwithstanding anything contained in these covenants to the contrary, the Developer may make application to turn over maintenance responsibility to the Association for common areas, common features, or private

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infrastructure prior to conveyance of 75 percent of the lots in the subdivision subject to the review by the Board of Commissioners. The Board of Commissioners, at the request of the Developer, shall waive the requirement upon a finding that the association has sufficient financial capacity to assume maintenance responsibility for common areas, common facilities, and private infrastructure. Until the Common Areas are conveyed to the Association, the Developer shall be liable for payment of taxes, insurance, and maintenance costs with respect thereto. The Association shall have the legal authority to maintain control over all common areas, common features, and private infrastructure in the subdivision, following transfer of control by the Developer.

16. **STORMWATER MANAGEMENT:** The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW7071009, as issued by the Division of Water Quality under NCAC 2H.1000. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit. The covenants are to run with the land and be binding on all persons and parties claiming under them. The covenants pertaining to the stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

- A. Alteration of the drainage as shown on the approved plan may not be altered or rescinded without the concurrence of the Division of Water Quality.
- B. The maximum allowable built-upon area per lot is 5,479 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built-upon area includes, but is not limited to, structures, asphalt, concrete gravel, brick, stone, slate and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
- C. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings is strictly prohibited by any persons.
- D. Each lot will maintain a 30-foot-wide vegetated buffer between all impervious areas and surface waters.
- E. All roof drains shall terminate at least 30 feet from the mean high water mark.

17. DRIVEWAYS: Prior to commencement of construction of improvements or clearing of any lot, other than by hand, the owner shall place a temporary or permanent driveway to provide entry to the lot from the road. All drives to be completed by the completion date of construction and are to be constructed of concrete, asphalt or gravel material. All driveway culverts are to be installed to meet specifications of the North Carolina Department of Transportation.
18. SWIMMING POOLS: No above ground swimming pool shall be placed upon or allowed remaining on any lot.
19. SATELLITE DISHES: No satellite dishes having a diameter of more than 36 inches shall be placed upon or be allowed to remain on the lot.
20. FENCES: In order to retain the aesthetic qualities of the neighborhood, the following restrictions relating to fencing will be enforced:
- A. On all lots other than corner lots, no fence shall be installed in front of the rear lines of any house, and those fences in locations where erection is permissible shall not be more than six (6) feet in height.
  - B. On all corner lots, no fence shall be installed in front of any rear line of any house nor shall any fence be installed closer to the side street curb than the side line of any house. All fence sections, where permissible, shall not exceed six (6) feet in height.
21. OUTSIDE STAIRWAYS: No outside stairways shall be permitted to the second floor of any structure constructed on any lot.
22. DRAINAGE: No lot owner shall block any ditches or other drainage areas.
23. SIDEWALKS AND LANDSCAPING: Lots will have 4' wide sidewalk, planted trees and lawns seeded by the owner. Sidewalks and street trees lying within the common areas and street rights of way, including species selected, must be placed in accordance with county approved development plans and construction details by the owner. All open space area to be second growth reforestation for privacy except the pond area.
24. WATER TAP FEE: The water tap fee required by Currituck County for connection to the Currituck County Water System is the responsibility of the party desiring the service and is not the responsibility of the Developer.

25. AMENDMENTS: Developer reserves the right to unilaterally amend these covenants for any reason satisfactory to the Developer at any time within three (3) years of the date of recordation of the covenants. After the initial three-year period during which the covenants can be unilaterally amended by the Developer, these covenants may be amended by the execution and recordation of a document amending the covenants executed by the owners of at least 67 percent of the subdivision lots.

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 twenty years (20) from the date these covenants are recorded, after which time the covenants shall automatically be extended for a period of ten (10) years at the expiration of the then current period.

Any owner of the lots within said subdivision shall have the right to enforce these covenants and restrictions by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction whether such action is to restrain the violation of said covenant or restriction or to recover damages.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions and the other covenants shall remain in full force and effect.

SIGNATURE AND ACKNOWLEDGMENT ON SEPARATE PAGE

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IN TESTIMONY WHEREFORE, Developer has hereunto set its hand and seal, this the 11 day of October, 2017.

Currituck Homes, Inc.

By: Jerry L. Old (SEAL)  
Jerry L. Old  
President

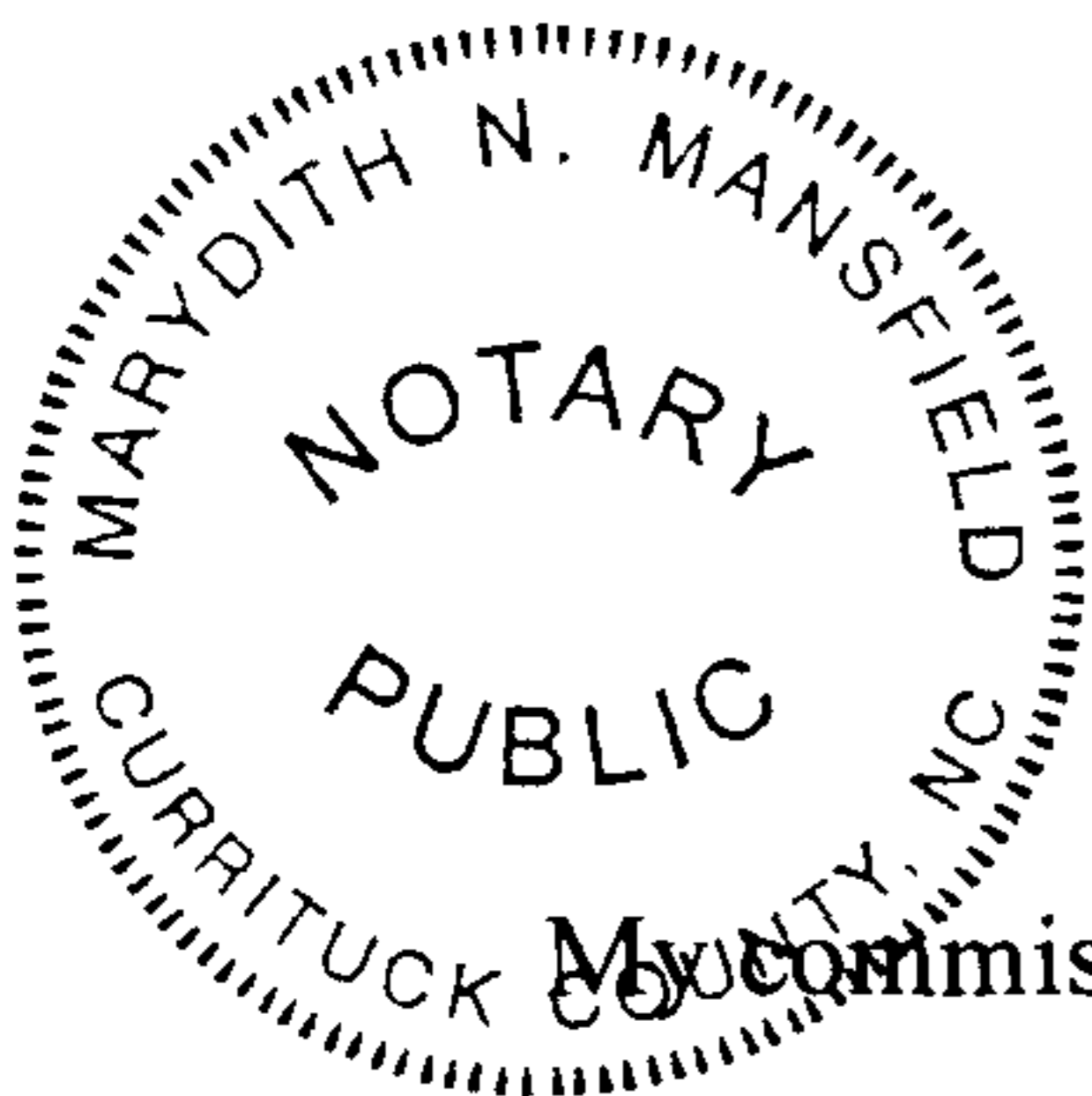
State of North Carolina

County of Currituck

This 11 day of October, 2017 personally came before me Jerry L. Old, who, being by me duly sworn says that he is President of Currituck Homes, Inc. a North Carolina Corporation and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Jerry L. Old acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this the 11 day of Oct., 2017.

(seal)



Marydith N. Mansfield (SEAL)  
Notary Public

My commission expires: Nov. 19, 2017

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