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FORSYTH COUNTY NC FEE \$26.00 PRESENTED & RECORDED 12/05/2023 10:47:21 AM LYNNE JOHNSON REGISTER OF DEEDS BY: CARLA B FLEMING, DPTY

BK: RE 3784 PG: 1351 - 1353

Drawn by Clint Calaway 380 Knollwood Street, Suite G Winston-Salem, NC 27103

## Restrictive Covenants for Beroth Circle, LLC

Know all men by these presents, that Beroth Circle, LLC. a North Carolina limited liability company, does hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the property, acquired and owned by Beroth Circle LLC, and described in whole by the deed, recorded in Deed Book 3762, Page 3198, in the Office of the Register of Deeds of Forsyth County, North Carolina, and that said property is hereby subjected to the following restrictions as to the use thereof, which restrictions shall be and are covenants running with the land, binding upon whomsoever shall own said property, to-wit:

- (a) All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, place or permitted to remain on any residential building lot other than one detached single-family dwelling, not to exceed two and one-half stories in height, a private garage, and other outbuildings incidental to residential use of the lot.
- (b) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (c) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- (d) Lot owners hereby agree to connect to and utilize Piedmont Natural Gas for their source of heating their home.
- (e) The total heated/air-conditioned living area of the main residential structure as measured to the outside of exterior walls, but exclusive of open porches, garages, patios and detached accessory buildings shall be not less than One Thousand Nine Hundred and Fifty (1,950) square feet if it is a one (1) story unit. On buildings of two (2) floors the minimum shall be Two Thousand Two Hundred (2200) square feet, with a minimum of One Thousand One Hundred (1100) square feet on the first floor. On story and one-half structures, the minimum living area shall be One Thousand Two Hundred (1200) square feet on the main level, with not less than a total of One Thousand Nine Hundred and Fifty (1950) square feet of living area.
- (f) The outside of all homes in the development must be constructed using brick, stone, stucco, or fiber cement siding. NO VINYL SIDING shall be permitted or used. No cinder block, concrete, or concrete block in any structure shall be visible from the street.
- (g) Any chimneys constructed must use of like materials as the structure.
- (h) It shall be the Owner's responsibility to ensure all structures constructed are following these covenants, and Owner shall be responsible for all costs necessary to bring the structure within compliance with these covenants.
- (i) Driveways must be paved, using only concrete, asphalt, or brick pavers.

- (j) Any Garage opening shall either be located on the side or back of the house. Garage openings facing the front of the home are not permitted.
- (k) Satellite Dishes must not be visible from the street.
- (l) Household pets may be kept for non-commercial purposes on any lot if they are properly confined and do not constitute nuisance.
- (m) No dog lots or dog runs are allowed on any lot.
- (n) No fence or wall shall be permitted to extend nearer to any street than the front building line of the residence. On the corner lot,

the setback from the side street shall be twenty (20) feet to any fencing. Fences or walls erected by the Developer shall become the property of the owner of the lot on which the same are erected, and as such, shall be maintained and repaired by such owner.

- (o) Chain link fencing shall not be allowed on any lot.
- (p) Any allowed fencing shall not extend above six feet in height.
- (q) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (r) Any restrictions, covenant or condition set forth may be removed, modified, or changed by securing the written consent of Beroth Circle, LLC. Or its successors or assigns, which written consent shall be duly executed, acknowledged, and recorded in the Office of the Register of Deeds, Forsyth County, North Carolina, and which written consent may be given or withheld within the uncontrolled and sole discretion of Beroth Circle, LLC, or its successors or assigns.
- (s) The existing structure on Lot 9 currently has vinyl siding and this is permissible. If the current structure is demolished, then these enacted rules shall then be fully applicable for any new structure built on this lot (9).

The foregoing covenants and restrictions shall run with and bind the land and remain in full force and effect for a term of thirty (30) years after this Declaration is recorded. They shall be automatically for successive periods of ten years unless amended, or if a two-thirds 2/3 (.67%) majority of lot owners vote to terminate the restrictions.

This, the \_\_\_\_\_ day of December 2023.

Beroth Circle, LLC.

y: Judy Winecoff

By: Var Vista Deg /

By: W. Wirfield Williams

## STATE OF NORTH CAROLINA

## COUNTY OF FORSYTH

I, Clinton Calaway, a Notary Public of Forsyth County, State of North Carolina, certify that **Judy Winecoff Beroth**, **W. Winfield Beroth** and **Paul Victor Beroth**, as Member/Managers of Beroth Circle,
LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the \_\_\_\_\_day of December 2023.

Notary Public

Print Notary Name: Clinton Calaway

My Commission Expires: April 30,2028

CLINTON CALAWAY NOTARY PUBLIC Forsyth County North Carolina

My Commission Expires April 30, 2028