

James Humphrey Bay

2

NORTH CAROLINA
FORSYTH COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That L. A. REYNOLDS COMPANY, hereinafter designated as "Developer", does hereby covenant and agree to and with all other persons, firms or corporations hereafter acquiring Lots 1 through 10, inclusive, as shown on a map of Section No. 1 of "Shallowford Lakes", Lewisville, North Carolina, dated April, 1961, and recorded in the office of the Register of Deeds of Forsyth County, North Carolina, in Plat Book 21, Page 9, and Lots 1 through 20, inclusive, as shown on a map of Section No. 2 of "Shallowford Lakes", Lewisville, North Carolina, dated May, 1962, and recorded in the office of the Register of Deeds of Forsyth County, North Carolina, in Plat Book 21, Page 112, all of which is now owned by said L. A. Reynolds Company (excepting such lots and partial lots as have previously been conveyed out by L. A. Reynolds Company), that all of such lots are hereby subjected to the following restrictions and covenants being appurtenant to and running with the said land by whomsoever owned; to wit:

1. No building or other structure shall be used or built, altered or erected to be used, and no land shall be used for any purpose other than that of:
 - a. A single-family dwelling and its customary accessory buildings and uses.
 - b. A church and its usual appurtenances, and a park or playground.
 - c. Any form of horticulture when not done commercially.

2. The following shall not be permitted:
 - a. The keeping of swine or goats.
 - b. The keeping of other livestock unless within a building no part of which is closer to any property line than 150 feet and unless in strict accordance with applicable Health Department regulations.

HATFIELD, ALLMAN & HALL
P.O. Drawer 593, Winston-Salem, N.C.

By *[Signature]*

NO TAXABLE
CONSIDERATION
feh

c. The keeping of more than 100 fowl of all kinds and keeping of fowl of any kind except within a building no part of which is closer to any property line than 25 feet or closer to a dwelling on other premises than 100 feet.

d. A cemetery or graveyard.

e. Privies.

f. No structure of a temporary character, mobile home, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

3. Only one single-family dwelling or church shall be used or built, altered or erected to be used on any one lot as shown on the recorded plat.

4. No single-family dwelling shall be built, erected, altered, or used unless it shall contain at least 1,600 square feet of heated and finished floor space for the main body of the structure, exclusive of porches, terraces and basements, if the structure is a one-story building, or at least 2,100 square feet of heated and finished floor space of a two-story building, same to be measured from the outside wall lines. A one and one-half story dwelling shall contain at least 2,000 square feet of heated and finished floor space, said square footage to be measured as heretofore set forth. In case of a single-family dwelling which comes within the classification of a "split-level" home, the portion of said home upon which the minimum square footage shall be computed shall be limited to the heated and finished floor space on each living level and shall have a total area of at least 1,800 square feet. All houses shall contain at least one full bath and one half bath.

5. No building or part of building other than steps, open porches, overhanging eaves and cornices shall extend nearer to a front property line than the building lines shown on the plat. In case of a corner lot, the building lines shown on the aforesaid plat shall be applicable.

6. No building foundation shall have exposed to outside view concrete blocks or cinder blocks.

7. No private garage or other outbuildings shall be placed closer to a property line than ten feet. No detached garage or other outbuilding shall be placed closer to a front building line than 40 feet or closer to a side-street property line than a distance equal to half the width of the lot up to a distance that need not exceed 50 feet. The above, however, shall not prevent the building of a common or joint garage on adjoining lots or prevent the construction of a garage as a structural part of a dwelling, and a garage so constructed may extend into a rear yard for its entire width or depth and may extend into a side yard for a distance not to exceed four feet, provided it has no window openings at the side, does not exceed 14 feet in height and does not extend nearer to a side lot line than seven feet.

8. The foregoing restrictions and conditions shall be binding for a period of thirty years from the date hereof unless changed.

9. In case of conflict between any of the foregoing provisions and any zoning ordinances or laws which may now be in effect, or which may hereafter be enacted, such zoning ordinances or laws shall control.

10. The above restrictions, conditions, and stipulations are for the protection and general welfare of Shallowford Lakes, shall be covenants running with the land, and the acceptance thereof and agreement thereto by the purchaser are conditions precedent to the execution of said deed by the seller.

11. All lakes, access ramps and areas, recreation areas and other property shown on the map of Shallowford Lakes as "Common Area" are owned by and are the exclusive property of Shallowford Lakes Association.

12. Easements for installation and maintenance of utilities and drainage facilities have been heretofore granted.

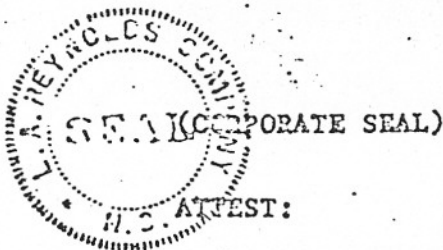
13. These restrictive covenants shall not apply to churches and schools.

14. This property is subject to the right of assessment granted to Shallowford Lakes Association by L. A. Reynolds Company, in the deed from L. A. Reynolds Company, to Shallowford Lakes Association recorded in Deed Book Page , in the Office of the Register of Deeds of Forsyth County to which reference is hereby made.

IN TESTIMONY WHEREOF, the said L. A. REYNOLDS COMPANY has caused these presents to be signed by its President, attested by its Secretary and has caused its Common Seal to be affixed hereto.

L. A. REYNOLDS COMPANY

By [Signature]
President



[Signature]
Secretary

NORTH CAROLINA }
FORSYTH COUNTY }

This 11 day of SEPTEMBER, 1970, personally came before me D. F. REYNOLDS, who, being by me duly sworn, says that he knows the Corporate Seal of L. A. REYNOLDS COMPANY, and is acquainted with _____