

NORTH CAROLINA )  
                  ) DECLARATION OF RESTRICTIVE COVENANTS  
FORSYTH COUNTY  )

KNOW ALL MEN BY THESE PRESENTS that L. A. REYNOLDS COMPANY, a North Carolina corporation, does hereby covenant and agree to and with all other persons, firms or corporations hereafter acquiring any lot or lots in "Shallowford Lakes," 83, plat of which is soon to be recorded in the Forsyth County Registry, or hereafter acquiring any lot or lots in "Shallowford Lakes," 84, plat of which is soon to be recorded in the Forsyth County Registry, all of which, excepting such lots as have previously been conveyed out by L. A. REYNOLDS COMPANY, is now owned by L. A. REYNOLDS COMPANY, that all of such lots are hereby subjected to the following restrictions and covenants, these being appurtenant to and running with the said land by whomsoever owned, viz.:

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.
- 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 2,000 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 2500 square feet of heated and finished floor space if a two-story building, the same to be measured from the outside wall lines.

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. The above restrictions, conditions, and stipulations shall be binding on the heirs, assigns, and assigns of the seller and shall run with the land.

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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 the latter to the former recorded in Deed Book 1007, page 384, Forsyth County Registry, reference to which deed is hereby made and the terms of which deed are incorporated herein as fully as though they were set out verbatim herein.

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

L. A. REYNOLDS COMPANY

By [Signature]  
President



ATTEST:

[Signature]