

SECTION 14

*Frank C. Ausband*

NORTH CAROLINA )  
FORSYTH COUNTY )

17<sup>th</sup> Apr 516, *Kernersville, N.C. 17, 1956*  
DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that PEARL HOCK CONRAD (widow), J. GORDON CONRAD and wife, MILDRED CONRAD CONRAD, PHILIP N. CONRAD and wife, BESSIE DULL CONRAD, JEWELL CONRAD EDGERTON and husband, WILLIAM B. EDGERTON, MADGELLE CONRAD BEAN and husband, LOUIS V. BEAN, AND VIRGINIA CONRAD AUSBAND and husband, FRANK C. AUSBAND and SHALLOWFORD LAKES ASSOCIATION do hereby covenant and agree to and with all persons, firms or corporations hereafter acquiring any lot or lots in Shallowford Lakes, Section No. 14, Plat of which is duly of record in Plat Book 27, page 53, Forsyth County Registry, or any persons hereafter acquiring any lot or lots in the same, that all such lots are hereby subjected to the following restrictions and covenants, these 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.

BOOK 1263P0334

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 out-buildings 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 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 outside wall. All plans and specifications of proposed building or alterations to existing buildings must be submitted to Virginia C. Ausband, or her assignee for approval and in event the approval is withheld for any reason the said building or alteration to an existing building shall not be allowed.

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 become 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 30 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 have 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 or 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, the said PEARL MOCK CONRAD (widow), J. GORDON CONRAD and wife, MILDRED CONRAD CONRAD, PHILIP W. CONRAD and wife, BESSIE DULL CONRAD, JEWELL CONRAD EDGERTON and husband, WILLIAM B. EDGERTON, MADGELLE CONRAD BEAN and husband, LOUIS V. BEAN, and VIRGINIA C. AUSBAND and husband, FRANK C. AUSBAND have caused these presents to be signed and their seals hereto affixed.

This 30<sup>th</sup> day of November, 1978.

<u>Pearl Mock Conrad (seal)</u> Pearl Mock Conrad	✓	<u>William B. Edgerton (seal)</u> William B. Edgerton
<u>J. Gordon Conrad (seal)</u> J. Gordon Conrad	✓	<u>Madgelle Conrad Bean (seal)</u> Madgelle Conrad Bean
<u>Mildred Conrad Conrad (seal)</u> Mildred Conrad Conrad	✓	<u>Louis V. Bean (seal)</u> Louis V. Bean
<u>Philip W. Conrad (seal)</u> Philip W. Conrad	✓	<u>Virginia C. Ausband (seal)</u> Virginia C. Ausband
<u>Bessie Dull Conrad (seal)</u> Bessie Dull Conrad	✓	<u>Frank C. Ausband (seal)</u> Frank C. Ausband
<u>Jewell Conrad Edgerton (seal)</u> Jewell Conrad Edgerton	✓	

Shallowford Lakes Association has joined in this declaration for the purpose of insuring the rights and privileges hereinabove set out in Section 14.



ATTEST:  
Robert E. Simms  
Secretary

SHALLOWFORD LAKES ASSOCIATION  
By: Steve Bridger  
President

BOOK 1263 P 0387