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PRESENTED FOR
REGISTRATION
AND RECORDING

DRAWN BY: Norman L. Nifong

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NORTH CAROLINA)
FORSYTH COUNTY)

L. E. SPEAS
REGISTER OF DEEDS
FORSYTH CO. N.C.
RESTRICTIVE COVENANTS
MYSTIC GLEN

10.0000
X

KNOW ALL MEN BY THESE PRESENTS that A & L DEVELOPMENT, INC., a North Carolina corporation, does hereby covenant and agree to and with all persons, firms and corporations now owning or hereafter acquiring any numbered lot in MYSTIC GLEN, Belews Creek Township, Forsyth County, North Carolina, as shown by plat recorded in Plat Book 35, Pages 49 and 50 and as shown on revised plat recorded in Plat Book 35, Page 60, in the office of the Register of Deeds of Forsyth County, North Carolina, that said numbered lots are hereby subjected to the following restrictions as to use thereof, and the said restrictions are to run with the said property, and every part thereof, by whomsoever owned, to-wit:

1. All lots shall be used for residential purposes only and no building other than a residence, except garages or outbuildings for domestic purposes shall be erected on any lot. Designs for outbuildings are to be submitted to A & L Development, Inc. for approval.

2. No shop, store, factory, saloon or other business or commercial building, nor any apartment house, hospital, asylum or other such building shall be erected or licensed to exist on the above described property.

3. No residence or dwelling shall be constructed or caused to be constructed with less than 1500 square feet of heated living area, exclusive of garages, porches or any and all such other annexes not strictly used as a part of the all-weather living quarters of such structure with the exception of Lots 1 through 6 inclusive which shall require a minimum of 1200 square feet.

4. No building shall be located on any lot nearer than forty (40) feet to the front line, or nearer than twenty (20) feet to any side street line. No building shall be located nearer than ten (10) feet to any interior lot line, and each lot shall have two side yards totaling twenty (20) feet. No side yard shall be required for a separate garage not attached to the house or other permitted accessory building located seventy feet or more from the front property line. For the purpose of this covenant, eaves, steps, porches and carports shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot. Deviations from building line restrictions not in excess of ten (10%) per cent shall not be construed as a violation of these covenants.

5. No mobile homes, trailers, temporary residences or garage apartments shall be placed or erected or caused to be placed or erected on any of the lots. Modular homes may be permitted with prior approval of A & L Development, Inc.

6. No lot as shown on the recorded plat shall be subdivided, except that this does not prohibit division of a lot so that a portion thereof is added to an adjacent lot and all the remaining portion of said lot is added to another adjacent lot, thus increasing the size of both adjacent lots.

7. No swine, fowl or other livestock of any nature shall be kept upon any lot nor shall dogs and cats be kept for breeding purposes or for any purpose other than as household pets.

8. No wildlife on or passing through the subdivision shall be trapped, shot, poisoned or harmed in any way whatsoever by any owner or resident or their guests.

9. No off the road motor bikes or all terrain vehicles shall be operated or permitted to be operated on any of the lots.

10. No obnoxious or offensive use of the premises shall be made or permitted to be made by any owner or resident. Any installation of security lighting must have the approval of adjoining Mystic Glen property owners. No satellite TV dishes larger than three (3) feet in diameter will be allowed.

11. Any of the foregoing conditions and restrictions may be removed or modified by the written consent of A & L Development, Inc., which written consent or modification shall be filed of record in the Office of the Register of Deeds of Forsyth County, North Carolina.

12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. A & L Development, Inc. reserves the right to create and impose additional easements or rights of way over any unsold lot or lots for streets, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

13. 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 thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

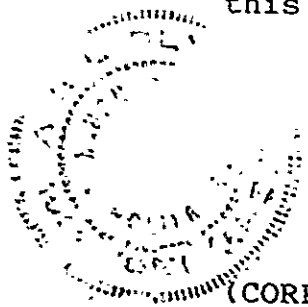
14. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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

IN TESTIMONY WHEREOF, A & L DEVELOPMENT, INC. has caused these presents to be signed in its corporate name by its President and attested by its Secretary and sealed with its Commons Seal, this the 8th day of August, 1991.

A & L DEVELOPMENT, INC.

By: Carol Hackey
Vice President



(CORPORATE SEAL)

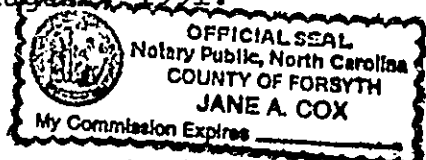
ATTEST:

Laura Alderson
Secretary

STATE OF NORTH CAROLINA-Forsyth County

I, JANE A. COX, a Notary Public of said County, certify that LeAura Alderson personally came before me this day and acknowledged that he/she is Secretary of A & L DEVELOPMENT, INC., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by his/her as its Secretary.

WITNESS my hand and notarial stamp or seal, this the 8th day of August, 1991.



My commission expires:

June 22, 1995

Jane A. Cox
NOTARY PUBLIC

STATE OF NORTH CAROLINA-Forsyth County

The foregoing (or annexed) certificate of Jane A. Cox N.P. Forsyth Co, NC
(here give name and official title of the officer signing the certificate passed upon)

is ~~cert~~ certified to be correct. This the 8th day of August, 1991.

L. E. Speas, Register of Deeds

By Jessie Holden Deputy ~~Register~~

Probate and Filing Fee \$_____ paid.