



Proposed by: MAIL
Edward H. Post
Law Clerk
High Point, N.C.

27

NORTH CAROLINA

FORSYTH COUNTY

BLANKET RESTRICTIVE COVENANTS GOVERNING THE USE OF
PROPERTY LOCATED IN THE SUBDIVISION KNOWN AS "WILLOW-
WOOD SUBDIVISION, SECTION NO. 1", SITUATE IN THE
FORSYTH COUNTY, NORTH CAROLINA, AND SHOWN ON THE MAP
OF THE SAME RECORDED IN PLAT BOOK 23 AT PAGE 196 IN THE
OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH
CAROLINA..

KNOW ALL MEN BY THESE PRESENTS: That G & H DEVELOPMENT CORPORATION, owners
and developers of the subdivision known as WILLOW-WOOD SUBDIVISION, SECTION NO. 1, a
map of which is duly recorded in the office of the Register of Deeds for Forsyth County,
North Carolina in Plat Book 23 at Page 196, do hereby covenant and agree with all other
persons, firms, or corporations now owning or hereafter acquiring any property in said
subdivision, that all lots therein now owned by them are hereby subjected to the
following restrictions as to the use thereof, running with said property by whomsoever
owned, to-wit;

1. All lots in said subdivision shall be known, described and used as
residential lots. No structure shall be erected, altered, placed or permitted to
remain on any of said lots, other than one detached single-family dwelling, not to
exceed two and one-half stories in height, and a private garage and other outbuildings
incidental to the residential use of said lots; said garage and other outbuildings to
be architecturally harmonious with the dwelling upon such lots.

2. No buildings shall be erected or permitted to remain upon any lot unless the costs thereof shall exceed \$11,000.00, based upon costs levels prevailing at the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date on which these covenants are recorded at the minimum cost stated herein, for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1100 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

3. No building shall be located on any lot nearer to the front line, nor nearer to the side street line than the minimum building set back line as required by the Forsyth County Planning Board, Forsyth County, North Carolina. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory buildings located 50 feet or more from the minimum set back line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building or a lot to encroach upon another lot owned by some other person, firm, or corporation; and provided, further, that nothing herein shall prohibit one land owner from building on more than one lot.

4. No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than 20,000 square feet.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and over the rear ten feet of each lot, and over the side lines of other lots indicated in dotted lines on the recorded map, whether so indicated in writing or not.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently; provided, that the developers reserve the right to erect a temporary structure at any time within two years from the date of recording this instrument to be used as a sales office.

8. These covenants are to run with the land and shall be binding upon all parties, and all persons claiming under them for a period of twenty-five years from the date these covenants shall be recorded; after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument in writing signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part; provided, that the developers, together with the owners of the adjacent lots on each side may waive any minor violation of these covenants.

9. Enforcement of these covenants 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 therefor.

10. Invalidity of any of these covenants by judgment or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF the said G & H DEVELOPMENT CORPORATION has signed in its corporate name by its President and attested by its Secretary, who have hereunto set their hands and seals this the 28th day of August, 1969.



G & H DEVELOPMENT CORPORATION

By: X W. P. Gross
President

NORTH CAROLINA
FORSYTH COUNTY

This 28th day of August, 1969, personally came before me Patricia I. Lee, a Notary Public of Guilford county and State, Edward N. Post who being by me duly sworn, says that he knows the common seal of G & H DEVELOPMENT CORPORATION and is acquainted with W. P. Gross who is President of said corporation and that he, the said Edward N. Post is the Assistant Secretary of said corporation, and saw the said Edward N. Post President sign the foregoing instrument, and that he the said Edward N. Post, Asst. Secretary as aforesaid, affixed said seal to said instrument, and that he, the said Edward N. Post signed his name in attestation of the execution of said instrument in the presence of said W. P. Gross President of said Corporation.

Witness my hand and official seal, this the 28th day of August, 1969.

My commission expires:
February 13, 1970

Patricia I. Lee
Notary Public



STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Patricia I. Lee (here give name and official title of the officer signing the certificate) passed upon

is (are) certified to be correct. This the 16 day of Sept A.D. 1969

Eunice Ayers, Register of Deeds

By Frankie Todd Deputy-Assistant

Probate fee 50¢ paid.

PRESENTED FOR
REGISTRATION
AND RECORDED

SEP 16 4 42 PM '69

EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CTY, N.C.

\$ 5.00 fd

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