

Return to John T. Egan, Jr.
P.O. Box 25168
Winston-Salem, N.C.
27114-5168

10

NORTH CAROLINA)
DECLARATION OF RESTRICTIVE
COVENANTS
FORSYTH COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That Whereas S & E ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP is the owner of all the lots in the development known as HARPER'S CROSSING, Map of which is recorded in Plat Book 33 Page 13 in the Office of the Register of Deeds of Forsyth County, North Carolina; and whereas the undersigned desire to impose certain restrictions and conditions upon present and future owners of said lots:

NOW THEREFORE, the undersigned hereby covenant and agree, for themselves and their heirs and assigns, with all persons, firms, corporations, of other parties hereafter acquiring title to lots in aforesaid development, that all of the said lots are hereby, subject to the following restrictions and conditions as to the use thereof, said conditions and restrictions to be appurtenant to and to run with all of the lots in said development, by whomsoever owned.

1. USE OF LOTS: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses.

2. SUBDIVISION OF LOTS: No residence shall be erected on less than one lot and no lot shall be subdivided except that two owners may subdivide a lot between them, but only one residence shall be built on the combined original and subdivided portion of any lots.

3. MINIMUM SQUARE FOOTAGE: In no event shall any Living Unit contain less than:

- (a) 1500 square feet of Living Area on the main floor if it is a one-story Living Unit;
- (b) 1800 square feet of Living Area if the Living Unit has two or more floors, with a minimum of 800 square feet on the first floor; or
- (c) 800 square feet of Living Area on the first floor if it is a one and one-half (1-1/2) Living Unit with a total of 1600 square feet within the Living Unit (the inside of the top floor need not be finished).

BOOK 1659P2342

4. SET BACK RESTRICTIONS: As to each lot, there shall be total minimum side yards not less than 25 feet in width, no one of which shall be less than 10 feet in width. No building or part of building other than steps, open porches, overhanging eaves or cornices shall extend nearer the front property line than 40 feet. In the case of a corner lot, no building or part of a building other than steps, overhanging eaves or cornices shall extend nearer the side property line adjacent to the street than as shown on the recorded plat or 20 feet, whichever is greater.

5. FOUNDATIONS: No bare block construction shall be permitted to show above the ground level of any house.

6. DRIVEWAYS: All driveways shall be paved. Negative driveway access to lots 4, 5, 16, and 17 on Harper's Crossing Lane. These lots must have driveways on Harper's Ridge Drive.

7. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and provided they are not permitted to become a nuisance to the neighborhood.

8. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for refuse or rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

10. EASEMENTS: 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. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

11. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

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

13. PARKING: The parking on the streets of boats and campers or unregistered or unlicensed automobiles for more than twenty-four (24) hours shall not be permitted.

BOOK 1659 P 2343

14. SCREENING: The erection of clothes lines, the maintenance of exterior garbage cans, the storage of boats, campers, and trailers in clear view of open recreating areas shall not be permitted unless stored in a screened enclosure, either man-made or natural.

15. STREETS: All streets in this development have been constructed as public streets, meeting the standards of the North Carolina Department of Transportation (NCDOT) for subdivision streets. The developer has dedicated a right-of-way, as shown on the recorded map referred to above, having a width of a least fifty (50) feet.

The streets may be accepted by the NCDOT for addition to the State Highway System as state maintained roads upon petition by affected lot owners when a sufficient percentage of the lots are individually owned and when there are a sufficient number of occupied dwellings for each applicable segment of street. Reference is made to the Regulations of the NCDOT for a more complete discussion of procedures regulating the admission of streets to the state system.

Following such a petition, the streets will be reinspected by the NCDOT to insure that they continue to meet all state standards, including condition of right-of-way and drainage ditches and swales, failing which, the streets may not be admitted to the state system.

Nothing, including but not limited to, walls, fences, gates, timbers, trees, or plants, shall be erected, placed, or permitted to remain in any portion of the street right-of-way or related sight or drainage easements as shown on the recorded map of this development. No drainage ditch or swale shall be filled, tiled, or altered in any way except in accordance with the standards of the NCDOT.

16. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violations or to recover damages.

17. DEVELOPER'S RIGHT OF MODIFICATION: S & E ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP has developed this subdivision pursuant to a general plan or scheme of development, and does not intend to abandon this general plan. However, S & E ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP reserves the right to cancel, modify, or change any of the above restrictions by the written consent of S & E ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP which written consent shall be duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, and which written consent may be given or withheld within the uncontrolled and sole discretion of S & E ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP as may deem best for the general plan or scheme of development.

BOOK 1659 P 2344

18. APPLICABLE PERIOD: The foregoing covenants, restrictions, and conditions shall remain in full force and effect, unless sooner changed in accordance with paragraph (17) herein, until December 31, 2013, at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of five years unless by a vote of a majority of the ten owners of the lots it is agreed to change the said covenants in whole or in part.

It is expressly understood and agreed between S & E ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP, and all subsequent purchases of lots in the development know as HARPER'S CROSSING, that all conveyances of lots or lot in said development are made subject to the foregoing covenants, conditions, and restrictions, and that they are for the protection and general welfare of the development and shall be covenants running with the land and binding upon all parties purchasing lots in said development and their heirs, successors, assigns, administrators or executors.

No captions or titles in this declaration of covenants, restrictions, and conditions shall be considered in the interpretation of any of the provisions hereof.

In case of conflict between any of the foregoing provisions and any Zoning Ordinances (or exceptions thereto which may lawfully be made by the Zoning Board of Adjustment) or laws which may be in effect, or which may hereafter be enacted, such zoning ordinances or laws shall control.

Invalidation of any one of these covenants, restrictions, or conditions by judgement or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the General Partners of S & E ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP have hereunto set their hands and seals, this 20th day of January 1989.

S & E ASSOCIATES, A NORTH CAROLINA GENERAL PARTNERSHIP

BY: _____

GENERAL PARTNER

BY: _____

GENERAL PARTNER

Witness:

ATTEST: _____

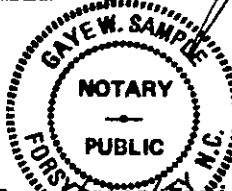
BOOK 1659P2345

STATE OF NORTH CAROLINA)

COUNTY OF FORSYTH)

Forsyth Gaye W. Sample, a Notary Public of Forsyth County, North Carolina, certify that JOHN T. EAGAN, JR., general partner of S & E ASSOCIATES, a North Carolina General Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of said partnership.

20th day of January, 1989. WITNESS my hand and notarial seal or stamp, this



Gaye W. Sample
Notary Public

My Commission Expires:

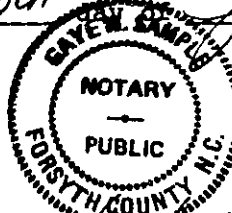
2/23/91

STATE OF NORTH CAROLINA)

COUNTY OF FORSYTH)

Forsyth Gaye W. Sample, a Notary Public of Forsyth County, North Carolina, certify that BAXTER B. SLAUGHTER, general partner of S & E ASSOCIATES, a North Carolina General Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of said partnership.

20th day of January, 1989. WITNESS my hand and notarial seal or stamp, this



Gaye W. Sample
Notary Public

My Commission Expires:

2/23/91

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Gaye W. Sample N.P. (here give name and official title of the officer signing the certificate—passed upon)

Forsyth G.W.C. is (are) certified to be correct. This the Jan day of 1989

PRESENTED FOR
REGISTRATION
AND RECORDED

JAN 25 9 26 AM '89

L. E. Speas, Register of Deeds

By Jesse Elden Deputy

Probate and Filing Fee \$ 14.00

L.E. SPEAS
REGISTER OF DEEDS
FORSYTH CO. N.C.

1659-2346