

NORTH CAROLINA
FORSYTH COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that LAMBE-YOUNG-HAYES, a North Carolina Partnership, does hereby covenant and agree to and with all persons, firms, and corporations hereafter acquiring lots in the development known as BRITISH WOODS, Section 2, as shown on the plat recorded in the office of the Register of Deeds of Forsyth County, North Carolina, in Plat Book 23 at page 180, the said lots being now owned by Lambe-Young-Hayes, that such lots are hereby subjected to the following restrictions as to the use thereof, the said restrictions being appurtenant to and running with the said land by whosoever owned. These said restrictions shall apply to each and every lot as shown upon the said recorded plat.

1. 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 dwelling not to exceed two and one-half story in height and a private garage for not more than two cars.

2. No dwelling shall be built having less square footage than 1,500 for a one-story dwelling, 1,000 square feet on the first floor and 700 square feet on the second floor of a two-story dwelling and in the case of a split level dwelling having three levels, there shall be a total of at least 1,900 square feet of finished living area on all three levels, exclusive of garages and open porches.

3. No building shall be located on any lot nearer than thirty (30) feet to the front lot line, or nearer than twenty (20) feet to any side street lot line. No building shall be located nearer than eight (8) feet to an interior line and there shall always be a distance of twenty (20) feet between each dwelling and in no case shall any residence be constructed with less than eight (8) feet side yards, except that no side yard shall be required for a garage or other permitted accessory building located seventy-five (75) feet or more from the minimum building set back line. For the purposes of this covenant, over-hanging eaves, steps and open porches shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. No dwelling shall be erected or placed on any lot having a width of less than 70 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 12,000 square feet.

5. No dwelling shall be built on any lot that is smaller than the lots shown on the original plat, however, the developer or any subsequent owner may subdivide any lot or lots for the purpose of increasing the size of the lots.

6. 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 a five foot strip reserved along all other lot lines. Within these easements, no structure, planning or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities of which may change the direction of flow of drainage channels in the easement or which may obstruct or retard the flow of water through drainage channels in the easement. 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 of utility company is responsible. All lots covered by these restrictions as described above shall be subject to a Duke Power Company easement for the installation and maintenance of street lights.

7. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may deem or may become a nuisance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanent.

9. 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 rent, or signs used by a builder to advertise the property during the construction and sale period.

10. 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 purpose.

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

IN TESTIMONY WHEREOF, the said LAMBE-YOUNG-HAYES, a North Carolina Partnership has caused these presents to be signed by the General Partners, this the 11th day of March, 1970.

LAMBE-YOUNG-HAYES

William C. Young
General Partner

Thomas H. Lamb
General Partner

DEED 1000 PAGE 824

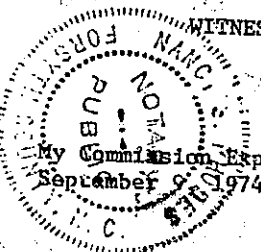
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NORTH CAROLINA

FORSYTH COUNTY

I, Nancy S. Rhodes, a Notary Public of Forsyth County, North Carolina, certify that William C. Young and Thomas W. Lambe, Jr. trading as partners of LAMBE-YOUNG-HAYES, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of said business.

WITNESS my hand and official seal this 11th day of March, 1970.



Nancy S. Rhodes
Notary Public

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Nancy S. Rhodes, N.P., Forsyth Co., N.C. (here give name and official title of the officer signing the certificate—passed upon)

is (are) certified to be correct. This the 15 day of April A.D. 1970.

Eunice Ayers, Register of Deeds

By Brenda Johnson Deputy Assistant

Probate fee paid.

REGISTERED FOR
EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CO., N.C.

APR 15 1 21 PM '70
AND RECORDED

\$4.00 pd