

DRAWN BY: Norman L. Nifong

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NORTH CAROLINA )  
                          )  
FORSYTH COUNTY )

RESTRICTIVE COVENANTS FOR  
DEERFIELD

KNOW ALL MEN BY THESE PRESENTS, that MCGUIRE CONSTRUCTION CO., INC. a Corporation organized and existing under the laws of the State of North Carolina, with its principal office and place of business in the City of Winston-Salem, North Carolina, does hereby covenant and agree to and with all persons, firms, and corporations now owning or hereafter acquiring any numbered lot in DEERFIELD, Southfork Township, Forsyth County, North Carolina, as shown by plat recorded in Plat Book 27 at Page 135 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) LAND USE AND BUILDING TYPE: No Lot shall be used except for residential, street, and park 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 stories in height and a private garage for not more than two cars.

(2) DWELLING SIZE: No dwelling shall be permitted having a heated living area of less than 950 square feet.

(3) BUILDING SETBACK: No building shall be located on any lot nearer to the front line than forty (40) feet, or nearer than twenty (20) feet to any side street line. Each lot shall have two side yards totaling twenty-five (25) feet in width and no building shall be located nearer than ten (10) feet to any interior lot line, except that no side yard shall be required for a separate garage not attached to the house or other permitted accessory building located seventy (70) feet or more from the minimum building setback 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 building on lot to encroach upon another lot. Deviations from building line restrictions not in excess of ten (10%) percent shall not be construed as a violation of these covenants.

(4) LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width at the building line of less than seventy (70) feet nor shall any dwelling be erected or placed on any lot having an area of less than 20,000 square feet except that this provision shall not prevent a dwelling from being erected on any lot shown on the recorded plat.

(5) EASEMENTS: 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 of the flow of water through 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. MCGUIRE CONSTRUCTION CO., INC., reserves the right to create and impose additional easements or rights of way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

(6) 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 an annoyance or nuisance to the neighborhood.

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(7) TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

(8) TERM: 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.

(9) ENFORCEMENT: 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.

(10) SEVERABILITY: 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.

(11) WAIVER OF VIOLATION: Any restriction, covenant or condition hereinabove set forth may be extended, removed, modified or changed by securing the written consent of MCGUIRE CONSTRUCTION CO., INC., 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 MCGUIRE CONSTRUCTION CO., INC. MCGUIRE CONSTRUCTION CO., INC. may convey its right to remove, modify or change any restriction, condition, or covenant of this instrument to any person, firm or corporation by instrument in writing duly recorded in the office of Register of Deeds of Forsyth County, North Carolina.

IN TESTIMONY WHEREOF, MCGUIRE CONSTRUCTION CO., INC., has caused these presents to be signed in its corporate name by its President, and attested by its Secretary and sealed with its Common Seal, on the 20th day of March, 1980.

MCGUIRE CONSTRUCTION CO., INC.

By: A. D. McGuire, Jr.  
President



ATTEST: Doris A. Patterson  
Secretary

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NORTH CAROLINA  
FORSYTH COUNTY

This 21<sup>st</sup> day of March, 1980, personally came before me, JANE A HEMRICK, a notary public, Doris A. Patterson who, being my me duly sworn, says that she knows the Common Seal of MCGUIRE CONSTRUCTION CO., INC., and is acquainted with A. D. McGuire, Jr., who is the President of said Corporation, and that she, the said Doris A. Patterson is the Secretary of the said Corporation and saw the said President sign the foregoing instrument, and saw the common seal of said Corporation affixed to said instrument by said President, and that she the said Doris A. Patterson signed hereon in attestation of the execution of the said instrument in the presence of said President of said Corporation.

WITNESSE MY HAND and notarial stamp or seal, this 21<sup>st</sup> day of March, 1980.



Jane A. Hemrick  
NOTARY PUBLIC

My commission expires: June 22, 1980

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STATE OF NORTH CAROLINA—Forsyth County

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

Forsyth Co. N.C.

is ~~(are)~~ certified to be correct. This the 21<sup>st</sup> day of March 19 80.

Probate fee \$1.00 paid.

PRESENTED FOR  
REGISTRATION  
AND RECORDED

Eunice Ayers, Register of Deeds

By Jessie G. Gode Deputy ~~Register~~

MAR 21 10 51 AM '80

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

\$5.00 pd  
cc

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