

Drawn by: Samuel M. Booth, 4809 Willoughby Grove Road, Clemmons, NC 27012-9806

NORTH CAROLINA
RESTRICTIVE COVENANTS
FOR
DAVIDSON COUNTY
CYPRESS FOREST AT HIDDEN CREEK

KNOW ALL MEN BY THESE PRESENTS, That SHUGART ENTERPRISES, LLC, a North Carolina limited liability company (herein called Shugart) does hereby covenant and agree to and with all persons, firms and corporations now owning or hereafter acquiring any numbered lot in **Cypress Forest at Hidden Creek, Phase IV, Section 2**, as recorded in **Plat Book 67 Page 78**, in the Office of the Register of Deeds of Davidson County, North Carolina, that the numbered lots shown thereon are hereby subjected to the following obligations, easements, and use restrictions which shall run with the title to said lots by whomsoever owned, subject to the right reserved in paragraph 18, to wit:

1. **LAND USE AND BUILDING TYPE:** 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 approved accessory buildings and uses. For a period of five years from the date of recording of these restrictions the plans and specifications, including the type of materials, elevation, color, and location upon the lot for any accessory building or outbuilding shall be submitted for written approval to Shugart. Accessory buildings may be constructed only as approved in writing by Shugart. A dated written receipt is to be obtained upon delivery to Shugart of the request with plans. Shugart shall have thirty days to respond to a written request delivered to its office at 221 Jonestown Road, Winston Salem, NC 27104, or to such address as is subsequently filed, and if a response is not made within such 30 days the plans submitted shall be deemed approved. If additional information is requested of the submitting owner then the time for answer shall be extended until 30 days following the submission of the additional information to Shugart for which a written receipt is obtained. Following the expiration of five years from the date of filing of these restrictions accessory or outbuildings may be constructed in the rear yard and shall be placed on a permanent concrete slab or brick foundation and shall be constructed of substantially similar materials in type and quality as the main dwelling. Outbuildings shall set back from the property lines as required by the zoning code, but no closer to a

rear or interior property lines than seven(7) feet or twenty(20) feet of a side street property line, if a corner lot.

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. Shugart reserves the right to subdivide and replat a lot or lots and to allow conveyance of a partial lot to correct a topographical problem or construction error.

3. **DWELLING SIZE RESTRICTIONS:** Any single-family dwelling not constructed by Shugart shall require the plans and specifications, including the elevations and location upon the lot of the dwelling to be approved by Shugart in writing before construction is commenced. Any dwelling that is subsequently damaged, destroyed or removed, when repaired or replaced shall contain at least the same square footage as the dwelling that was damaged, destroyed or removed.

4. **BUILDING SETBACK RESTRICTIONS:** All structures shall comply with zoning regulations for required setbacks.

5. **FENCING:** No fence may be erected nearer the front property line (the property line adjacent to the street towards which the dwelling house faces) than the rear foundation wall of the single-family dwelling located thereon. No fencing shall exceed six (6) feet in height. The use of used or salvage materials, barbed wire, woven wire, and chain link fencing is prohibited unless approved in writing by the Shugart. Approval at one location may not be construed as approval at any other location.

6. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and five feet to each side of all property line. Within these easements, no structures, planting or other material shall be placed or permitted to remain which interfere with the installation and maintenance of utilities, 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. Shugart 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 shall not be construed to be in violation of or invalidate any of these covenants. Shugart further reserves the right to use any platted lot or part thereof owned by it as a street to access adjoining lands.

7. **FOUNDATIONS:** The materials to be used in the construction of the foundation and the type of foundation for each dwelling or other structure to be constructed upon a lot, other than those structures constructed by Shugart, shall be submitted to Shugart for written approval prior to construction commencing.

8. **DRIVEWAYS:** All driveways shall be paved with asphalt or concrete.

9. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that no more than a total of three 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. Allowing any animal to roam free; act in an aggressive manner; failing to remove the pets droppings; failure to control the excessive barking or other animal noises; shall be construed to constitute a nuisance. The owner of the dwelling where an animal(s) is/are constituting a nuisance shall abate the nuisance or remove the animal(s) from the development.

10. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for refuse of rubbish. Trash, garbage, yard debris or other waste shall not be kept except in containers. All containers for the storage or disposal of such material shall be kept in a clean and sanitary condition. If the containers are required to be placed on the edge of the street right of way for collection, the containers may be placed there for collection the day before and shall be removed following collection on the day of collection.

11. **TEMPORARY STRUCTURES:** No structure of a temporary character, mobile home, trailer, camper, 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.

12. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than four (4) square feet advertising the property for sale or for rent. This shall not apply to signs used by the developer or a builder to advertise the property during construction and sales period.

13. **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.

14. **PARKING AND VEHICLE REPAIR:** By accepting a deed for a lot in this development the owner has agreed that the parking on the streets of boats, campers, motor homes, large trucks or unregistered, unlicensed automobiles for more than fifteen (15) hours is not permitted and the parking of any vehicle other than in front of and adjacent to the owner's lot is not allowed without permission of the owner of the lot in front of which the vehicle is parked. Any vehicle repair begun upon a lot or anywhere in the development shall be completed the same day unless the vehicle is away from sight and inside the dwelling garage. No vehicle repairs for compensation are allowed.

15. **SCREENING:** The erection of clothes lines, the maintenance of exterior garbage cans, above ground fuel storage tanks or other tanks, the storage of boats, campers and trailers in a clear view of a public street shall not be permitted unless stored in garage, a screened enclosure, whether man-made or natural, to the rear of the dwelling, which screening has been approved by Shugart. Satellite dishes and other antenna, to transmit or receive signals, shall not exceed the height of twenty five inches

and shall be placed on the rear of the dwelling or in the rear yard. Solar panels shall be located on the rear side of the dwelling.

16. **SWIMMING POOLS:** No exterior above ground swimming pools shall be allowed upon any lot.

17. **STREETS:** All streets in this development have been constructed as public streets, meeting the standards of North Carolina Department of Transportation (NCDOT) for subdivision streets or the municipality in which located. The developer has dedicated a right-of-way having a width of at least forty (40) feet. As of the date of the recording of the plat, the streets have been inspected and approved as having been planned and constructed according to the NCDOT, or municipality standards as the case may be, including those relating to grading, roadbed, ditching, slope, paving and drainage.

The streets may be accepted by the NCDOT or the municipality where located for addition to the Highway System as State or municipality maintained roads 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 the street. Reference is made to the Regulations of the NCDOT or governmental body having jurisdiction for a more complete discussion of procedures regulating the admission of street to the road system for maintenance. The streets may be accepted for maintenance by a municipal corporation if the same are now or are subsequently located within the limits of a town or city.

Following such a petition, the streets will be reinspected by the governmental authority having jurisdiction to insure that they continue to meet all standards, and requirements, including right-of-way and drainage ditches and swales.

Nothing including, but not limited to, walls, fences, gates, timbers, trees or plants, drainage pipe not meeting the governmental regulations and standards as installed 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 or otherwise reserved. No drainage ditch or swale shall be filled, tiled, piped or altered in any way except in accordance with the standards of the NCDOT or municipality having jurisdiction. If a lot is in violation of the requirements for acceptance the owner of such lot at the time a violation or requirement is discovered shall be responsible for the removal or corrections required and the costs associated therewith. Following notice to correct a requirement or violation the work and materials shall be performed, provided and paid for by the lot owner and if not completed within a reasonable time Shugart, its successor or assigns, may perform the work and file lien against the lot and the owner thereof and enforce the same by suit and foreclosure. Shugart reserves and retains an easement over a ten foot wide strip of land of each lot adjacent to the road right of way for the purpose of performing any work, grading, sloping, removal of material or other construction for the purpose of meeting any requirement of the governmental authority having jurisdiction of the road for acceptance to the road system for maintenance. The

reservation of easement and the right to perform the requirements for acceptance does not create an obligation for Shugart to perform such work, but the right to do so and such is not in lieu of the lot owner's obligation to correct any matter as stated above..

18. **SHUGART'S RIGHT OF MODIFICATION:** Shugart is developing this subdivision pursuant to a general plan or scheme of development, however, Shugart reserves the right to modify, or change any of these restrictions by written consent of Shugart, which written consent shall be duly executed, acknowledged and recorded in the Office of the Register of Deeds of the county in which the lot is located and which written consent may be given or withheld within the uncontrolled and sole discretion of Shugart. Modification or other change upon one lot or location shall not be construed as a modification or change at another location unless so stated. Shugart may convey its right to approve, remove, modify or change any restriction, conditions or covenant of this instrument to any person, firm or corporation by an instrument in writing specifically conveying such right and duly recorded in the Office of the Register of Deeds of the county in which the land is located.

19. **ENFORCEMENT:** Enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate any covenant whether to restrain violation, to recover damages or both and may be filed by the Shugart, its assigns or any lot owner.

20. **ADDITIONAL LAND.** Shugart reserves and retains the right to add additional land to the development and subject the same to these restrictions as the same may be amended or modified..

21. **APPLICABLE PERIOD:** The foregoing covenants, restrictions and conditions shall remain in full force and effect, unless sooner changed in accordance with paragraph 18 herein, for a term of twenty (20) years from the date this Declaration is recorded, at which time these covenants, restrictions and conditions, as the same may have been amended or modified, shall be automatically extended until such time as by a vote of a majority of the then owners of the lots agreeing to change these restrictions in whole or in part is executed by each such owner, to the required percentage, setting forth each signers lot number adjacent to each signature, with signatures notarized and recorded in the Office of the Register of Deeds for the county in which the land is located.

21. **ADDITIONAL PROVISIONS:** No captions or title in this Declaration or Restrictive Covenants shall be considered in the interpretation of any of the provisions hereof.

Invalidation of any of these covenants, restrictions and conditions by judgment or Court Order shall in no wise affect any of the other provision, which shall remain in full force and effect.

In Witness whereof the duly authorized manager of Shugart Enterprises, LLC has signed this instrument for and on behalf of the limited liability company this 14th day of MARCH, 2017.

SHUGART ENTERPRISES, LLC

(Seal)

By: *Grover Shugart, Jr.*
Grover Shugart, Jr., Manager

STATE OF NORTH CAROLINA-COUNTY OF FORSYTH

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated. Grover Shugart, Jr.

Date: MARCH 14, 2017

Connie A. Ader

int name: CONNIE A. ADER Notary Public

My commission expires: 4-5-2020

