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FORSYTH CO, NC FEE: \$ 20.00  
 PRESENTED & RECORDED: 08/06/2002 12:36PM  
 DICKIE C. WOOD REGISTER OF DEEDS BY: NELSON  
 BK2271 P 384 - P 386

*BPNelson*

Drawn by: Samuel M. Booth (Box 48)

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NORTH CAROLINA  
 FORSYTH COUNTY

**DECLARATION OF RESTRICTIVE COVENANTS  
 FOR  
 LEWISVILLE TRAILS SECTION V**

Know All Men by These Presents, That SHUGART ENTERPRISES, LLC, a North Carolina limited liability company of Forsyth County, North Carolina, (herein Declarant) does hereby covenant and agree to and with all persons, firms and corporations hereinafter acquiring lots in the Development known as **LEWISVILLE TRAILS - SECTION V**, plat of which is recorded in **Plat Book 44, pages 163 and 164**, in the Office of the Register of Deeds of Forsyth County, North Carolina, the said lots being now owned by Shugart Enterprises, LLC; that all numbered lots shown on the plat are hereby subjected to the following restrictions as to the use thereof, the restrictions being appurtenant to and running with the said land by whomsoever owned, subject to the rights reserved in Paragraph Numbers 14 and 16 herein.

1. All lots shall be used for single family residential purposes only. No building shall be erected, placed or permitted to remain on any lot other than one detached single-family dwelling and customary accessory buildings used in connection herewith for customary purposes. The lots may not be subdivided without the written permission of the Declarant.

2. No single-family dwelling or other structure shall be built, erected, placed or used unless the plans, specifications and location of improvements (including square footage of the dwelling, elevations, color, materials, location, landscaping) upon the lot is approved in writing by Declarant prior to construction commencing upon a lot or lots. Approval, modification or denial of plans being in the sole discretion of the Declarant. If improvements are destroyed the improvements may be replaced identical on the exterior to the dwelling or other improvements prior to the casualty without any approval, otherwise the plans shall be presented.

3. No building or part of building shall extend nearer to the property lines than is allowed under the applicable zoning and building codes. All driveways shall be paved with asphalt or concrete.

4. All detached private garages, accessory buildings or other outbuildings shall be erected to the rear of the principal dwelling. Any out building, accessory building or detached garage constructed on a corner lot shall set back at least 30 feet off the side street right of way line and all buildings shall set back at least 20 feet off the rear property line on any lot. Out buildings and accessory buildings shall be placed on a permanent foundation and shall be constructed with exterior materials substantially the same as the principal dwelling. Any variance from this requirement must be approved in writing by Declarant prior to installation.

5. No fence shall be placed or erected upon a lot without the written approval of Declarant, its successor or specific assigns to which right of approval has been assigned in writing and duly recorded in the Forsyth County Register of Deeds Office. Approval of a type of fence or fences at one location shall not be

construed as approval at any other location(s). No fence shall be erected to extend beyond the rear corner of the dwelling house. It is not anticipated that chain link and wire fences will be approved. The location of the fence, its height and materials to be used are to be submitted for approval prior to purchasing materials or contracting for the erection of any fence.

6. Satellite dishes and antennas not exceeding twenty-five (25) inches in diameter or height are authorized. Satellite dishes and antennas for the transmission or reception exceeding twenty-five (25) inches in diameter or height are prohibited unless authorized in writing by Declarant and such approval, conditional approval or prohibition shall be within the sole and uncontrolled discretion of Declarant and may be given or withheld for any reason satisfactory to it. Such dish or antenna shall not be placed in the front yard of the dwelling and shall not be attached or mounted to the front or street side of the dwelling.

7. No swine or other livestock shall be kept on the premises. Household pets may be kept for non-commercial purposes, if they are properly confined and do not constitute a nuisance. Motor vehicle or equipment repair or service shall be completed within twelve hours if performed outside the dwelling garage. Excessive barking, allowing the pet to roam unattended, failure to clean up the droppings of the pet, and/or repairing motor vehicles or equipment outside the dwelling garage which is not completed within twelve hours shall be deemed a nuisance. No unlicensed motor vehicle shall be parked upon a lot except within the dwelling garage.

8. No portions of any building erected on this property shall have exposed concrete blocks on the exterior; stucco foundations are acceptable. The roof style of buildings erected on this property shall be limited to mansard, hip and/or gable; and flat roofs are specifically prohibited.

9. No existing building may be moved from another location and placed on any lot in this subdivision, it being specifically required that any dwelling house build in this subdivision shall be of new construction, new modular construction or constructed on the premise. Mobile and manufactured homes are specifically prohibited.

10. No above ground swimming pool shall be located or constructed upon any lot.

11. No drainage ditches or swales constructed within the street rights of way bordering any lot or crossing a lot may be filled, piped or altered in such a manner that impedes the flow of water within the right of way and/or which impedes the flow of water to a catch basin, drainage easement or stream or which results in water flowing from any lot onto the adjacent street pavement and/or which will disqualify the road for acceptance for maintenance by the governmental authorities.

12. The public streets shown on the recorded plat have been constructed in accordance with governmental standards for secondary roads at the time of construction. No obligation for future maintenance is assumed by the Declarant.

13. The Declarant reserves and retains an easement extending five feet to each side of all property lines, to install, repair, maintain and replace sewer lines, drainage lines and ditches, and utilities. The right to use such easement(s) may be granted by the Declarant to utility companies for a specific use without the Declarant disposing of its right to use or to grant additional parties and easement for one or more reserved uses. The Declarant reserves the right to dispose of or release the easement(s) if not theretofore specifically granted, by the execution of a written release to be recorded in the Office of the Register of Deeds of Forsyth County, North Carolina. The Declarant further reserves a 10 foot wide easement along all property lines touching a dedicated street to cut, slope and fill for the purpose of meeting governmental requirements for acceptance. Such easement shall

not exist after addition of a street to the public highway system for maintenance.

14. The Declarant reserves the right to use any lot(s) or parts thereof for the construction of a private or public street to access other land.

15. The foregoing covenants, restrictions and conditions shall run with the land and shall be kept, observed and performed by the parties charged therewith for a period of thirty-five (35) years from the date of recording of this instrument.

16. Any restriction, covenant or condition hereinabove set forth may be removed, modified, changed or extended by securing written consent of Shugart Enterprises, LLC, 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 Shugart Enterprises, LLC, its successors and specific assigns to which this right is specifically assigned by recorded document, which document shall specifically assign such right.

17. 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 or to recover damages or both. Invalidation of any one of these covenants by judgment 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 Grantor by and through its authorized manager has hereto set his hand and seal for and on behalf of the Grantor.

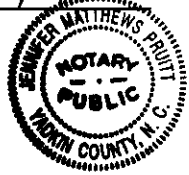
SHUGART ENTERPRISES, LLC (SEAL)

By: [Signature]  
Manager

===== STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

On this 5 day of August, 2002, personally came before me, JENNIFER MATTHEWS PRUITT, a Notary Public of the County of YADKIN State of North Carolina, Grover Shugart, Jr., who, being by me duly sworn says that he is the Manager of Shugart Enterprises, LLC, a Limited Liability Company, and that the foregoing instrument was duly executed by him for and on behalf of the said Limited Liability Company. Witness my hand and official stamp or seal, this the 5<sup>th</sup> day of August, 2002.

My Commission expires: 6/5/07 [Signature]  
Notary Public



----- STATE OF NORTH CAROLINA - COUNTY OF FORSYTH  
The foregoing certificate of Jennifer Matthews Pruitt, a Notary Public, is certified to be correct on the date of recording appearing on the first page.

DICKIE C. WOOD, FORSYTH COUNTY REGISTER OF DEEDS

By: [Signature]  
Deputy/Assistant