

GODFREY BOX

FORSYTH CO., NC 95 FEE: \$ 14.00
PRESENTED & RECORDED: 09/16/1997 2:32PM
DICKIE G. WOOD REGISTER OF DEEDS BY: WILLIAM

B. Campbell

NORTH CAROLINA)
FORSYTH COUNTY)

**DECLARATION OF RESTRICTIVE
COVENANTS**

KNOW ALL MEN BY THESE PRESENTS: That Whereas WESTVIEW DEVELOPMENT COMPANY is the owner of all of the lots in the development known as ROLLINGGREEN FOREST, map of which is recorded in Plat Book 40, Page 20, 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 covenants and agrees, for itself and its heirs and assigns, with all persons, firms, corporations, or other parties hereafter acquiring title to lots in aforesaid development, that all of the said lots are hereby subjected 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 it's 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. **DWELLING SIZE RESTRICTIONS:** No dwelling shall be built, erected, altered or used unless it shall contain at least 1,100 square feet of heated and finished floor space, to be measured from outside wall lines, for the main body of the structure, exclusive of porches, garages, terraces, and basements.

4. **SET BACK RESTRICTIONS:** As to each lot, there shall be total minimum side yards not less than 20 feet in width, no one of which shall be less that 7 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 30 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, which ever is greater.

5. **EXPOSED FOUNDATIONS:** No portion of any building erected on this property shall have exposed concrete blocks on the exterior; stucco or surewall foundations are acceptable.

6. **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.

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7. **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.

8. **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 temporary or permanently.

9. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

10. **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.

11. **FENCING:** No chain link or other restraining type fencing may be erected nearer the front property line than the rear foundation wall of the single-family dwelling thereon. In the case of a corner lot, no chain link or other restraining type fencing may be erected nearer the side street than 40 feet.

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 an 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.

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

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

16. **DEVELOPER'S RIGHT OF MODIFICATION:** WESTVIEW DEVELOPMENT COMPANY has developed this subdivision pursuant to a general plan or theme of development, and does not intend to abandon this general plan. However, WESTVIEW DEVELOPMENT COMPANY reserves the right to cancel, modify, or change any of the above restrictions by the written consent of WESTVIEW DEVELOPMENT COMPANY, 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

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uncontrolled and sole discretion of WESTVIEW DEVELOPMENT COMPANY as it may deem best for the general plan or scheme of development.

17. **APPLICABLE PERIOD:** The foregoing covenants, restrictions, and conditions shall remain in full force and effect, unless sooner changed in accordance with paragraph 16 herein, until January 1, 2027, 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 then owners of the lots it is agreed to change the said covenants in whole or in part.

It is expressly understood and agreed between WESTVIEW DEVELOPMENT COMPANY and all subsequent purchasers of lots in the development known as ROLLINGREEN FOREST 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 covenant running with the land and binding upon all parties purchasing lots in said development and their heirs, successors, assigns, administrators, or executors.

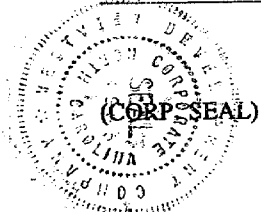
No captions or titles in this declaration of covenants, restrictions and conditions shall be considered in the interpretation of any of the provisions hereof.

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 judgment or Court order shall in no wise affect any of the provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the President and Secretary of WESTVIEW DEVELOPMENT COMPANY have hereunto set their hands and seals this the 8th. day of September, 1997.

WESTVIEW DEVELOPMENT COMPANY



By: *Robert W. Godfrey*
President

ATTEST:
Debra A. Lehigh
Secretary

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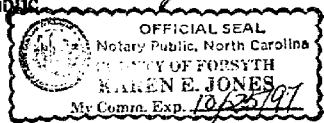
NORTH CAROLINA, FORSYTH COUNTY

I, Karen E. Jones, a Notary Public for Forsyth County, North Carolina, hereby certify that Beverly H. Godfrey personally came before me this day and acknowledged that she is Secretary of WESTVIEW DEVELOPMENT COMPANY, a North Carolina Corporation authorized to do business in North Carolina, and that by authority duly given and as the act of said corporation, the foregoing and annexed instrument was signed in its name by Brant H. Godfrey, its President, sealed with its corporate seal and attested by her as its Secretary.

WITNESS my hand and official seal this the 8th. day of September, 1997.

Karen E. Jones
Notary Public

My Commission Expires: 10/25/97



NORTH CAROLINA - FORSYTH COUNTY

The foregoing (or annexed) certificate(s) of Karen E. Jones is/are certified to be correct. This the 16th day of Sept, 1997.

Dickie C. Wood, Register of Deeds

By: DWood
Deputy/Assistant

Probate fee \$2.00 paid.