

RESTRICTIVE COVENANTS

NORTH CAROLINA )  
FORSYTH COUNTY )

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"SHALLOWFORD LAKES,"  
§§ 6-12, inclusive

KNOW ALL MEN BY THESE PRESENTS that whereas WILLIAM HENRY MOSER and wife, HILDA MOSER; WILLIE M. HAUSER, and wife, JOSEPHINE HAUSER; HUGH HAMPTON and wife, LILLIAN WOODWORTH HAMPTON; QUEEN'S GRANT, INC., a North Carolina corporation; and L.A. REYNOLDS COMPANY, a North Carolina corporation, hereinafter called the developers, are all the owners, in respective divided parts and interests, of the lands that are fully described on Exhibit A, attached hereto and incorporated herein by reference as fully as though set out verbatim herein, and that are to be subdivided and platted of record into "Shallowford Lakes," §§ 6-12, inclusive; that whereas the developers have established a general plan for the improvement and development of the said property and in pursuance thereof have formulated and agreed upon the covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by them as owners, each and every one of these covenants, conditions, reservations, and restrictions being for the benefit of each owner of land in such subdivision, that is to say, "Shallowford Lakes," §§ 6-12, inclusive, or any interest therein, and each and every one of these covenants, conditions, reservations, and restrictions to pass with each and every parcel of such subdivision, to bind the respective successors in interest of the present owners thereof, and to run with the land;

NOW, THEREFORE, in consideration of the premises, the developers do declare and establish covenants, conditions, reservations, and restrictions for "Shallowford Lakes," §§ 6-12, inclusive, to be developed from the lands described on Exhibit A, in manner and form as follows:

I.

For the purpose of further insuring the development of "Shallowford Lakes," §§ 6-12, as an area of high standards, the developers hereby irrevocably convey and assign to L.A. Reynolds Company, hereinafter called "the company," such powers to control the buildings, structures, and other improvements placed on each lot and such powers to make such modifications in these covenants, conditions, reservations, and restrictions as are hereinafter expressed and implied. In addition, the developers hereby irrevocably give to the company the power to appoint to Shallowford Lakes Association, at such time or times as to it may seem fit and proper, in the company's uncontrolled discretion, any one or all of the powers herein given to the company.

*[Signature]*  
President

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II.

All lots shall be used for residential purposes exclusively.

No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling and one small one-story accessory building, which may include a detached private garage and/or servant's quarters, provided that the use of such dwelling or accessory building does not overcrowd the site, and provided further, that such building is not used for any activity reasonably considered a business. Such accessory building may not be constructed prior to the construction of the main building.

No lot shall be subdivided, or its boundary lines changed, except with the written consent of the company.

No private dwelling erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed. Nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plan, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth.

The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder because of labor strikes or national emergency or acts of God.

All plans for the construction of private roads and driveways and all building plans for any building, fence, corral, wall, or structure to be erected upon any lot, and the proposed location thereof upon any lot, and any changes after approval thereof, any remodeling, reconstruction, alteration, or addition to any building, road, driveway, or other structure upon any lot in such premises shall require the approval in writing of the company. Before beginning the construction of any road, driveway, building, fence, wall coping, or other structure whatsoever, or remodeling, reconstruction, or altering such road, driveway, or structure upon any lot, the person or persons desiring to erect, construct, or modify the same shall submit to the company two complete sets of road, or driveway plans, showing the locations, course, and width of the same or two complete sets of building plans and specifications, including exterior color schedule, for the building, fence, wall coping, or other structure, as is applicable, so desired to be erected, constructed, or modified. No structure of any kind, the said plans, elevations, and specifications of which have not received the written approval of the company and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed, or maintained upon

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any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered, prior to the beginning of such construction, to the owner or owners of the lot upon which the prospective building, road, driveway, or other structure is contemplated. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the company. The company shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. Refusal of approval of plans, location or specifications may be based by the company upon any ground, including purely aesthetic judgment, which in the sole and uncontrolled discretion of the company shall seem sufficient. No plans will be approved unless the proposed dwelling will have the minimum required square footage, as hereinbelow specified.

Since the establishment of standard, inflexible building-setback lines for location of dwellings on lots tends to force construction of dwellings both directly behind and directly to the side of other homes, with detrimental effects on privacy, view of the lakes, preservation of important trees, and so on, no specific setback lines are established by these covenants. In order to assure, however, that location of dwellings will be staggered, where practical and appropriate, so that the maximum amount of view will be available to each dwelling, that the dwellings will be best located with regard to the topography of each individual lot, taking into consideration the height of the hills, the location of large trees and similar considerations, the company reserves unto itself, its successors and assigns, the right to control absolutely and solely, subject to Health Department requirements, the precise siting of any dwelling or other structure upon all lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site, and provided further, that in the event an agreed location is stipulated in writing in the contract of purchase, the company shall approve automatically such location for a dwelling.

In §§ 7, 8, & 10, no one-story dwelling shall be used or built, altered or erected to be used unless the enclosed dwelling area of the structure on its ground or main floor contains 2,000 or more square feet of floor space as measured to the outside wall lines; provided, however, in the case of split-level dwellings, the 2,000 square feet minimum shall be deemed complied with if the two principal levels of the dwelling total 2,000 square feet; no split-foyer dwelling shall be used or built, altered or erected to be used unless the main body of the structure contains 2,200 or more square feet of floor space, as measured to the outside wall lines; no two-story dwelling shall be used or built, altered or erected to

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be used unless it contains 2,500 or more square feet of enclosed dwelling area as measured to the outside wall lines; provided, however, this provision shall be deemed complied with only if the first or main level contains 1,600 or more square feet of enclosed dwelling area as measured to the outside wall lines and only if the upper level contains 900 or more square feet of enclosed dwelling area as measured to the outside wall lines.

In §§ 6, 9, 11, and 12, no one-story dwelling shall be used or built, altered or erected to be used unless the enclosed dwelling area of the structure on its ground or main floor contains 1,800 or more square feet of floor space as measured to the outside wall lines; provided, however, in the case of split-level dwellings, the 1,800 square feet minimum shall be deemed complied with if the two principal levels of the dwelling total 1,800 square feet; no split-foyer dwelling shall be used or built, altered or erected to be used unless the enclosed dwelling area of the structure contains 2,000 or more square feet of floor space as measured to the outside wall lines; no two-story dwelling shall be used or built, altered or erected to be used unless the enclosed dwelling area contains 2,200 or more square feet of floor space as measured to the outside wall lines; provided, however, this provision shall be deemed complied with only if the first or main level contains 1,400 or more square feet of enclosed dwelling area as measured to the outside wall lines and only if the upper level contains 800 or more square feet of enclosed dwelling area as measured to the outside wall lines.

The term "enclosed dwelling area" as used in these minimum-size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, boat sheds, terraces, decks, open porches, basements (irrespective of whether finished), and the like areas; provided further, that shed-type porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area." The term does include, however, screen porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

If the same would not overcrowd the site, a guest or servant's suite or like facility without a kitchen may be included as part of the main dwelling or of such accessory building as might be permitted hereunder, but such suite may not be rented or leased except as part of the entire premises including the main dwelling.

No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently.

No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall

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not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

No trucks and no commercial-type vehicles shall be stored or parked on any lot except while parked in a closed garage nor parked on any street in the subdivision except while engaged in transporting goods or persons to or from a residence in the subdivision or except while being used to furnish commercial or construction or utilities services to a residence or to a lot in the subdivision. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage. A pleasure boat on its trailer may be parked or stored on that portion of the lot away from the street lying beyond the front building line.

No evaporative cooler shall be placed or installed or maintained on the roof or the wall of any building or structure. All coolers shall be concealed.

### III.

Each lot owner shall provide, prior to the occupancy of any dwelling constructed on the said lot, space for parking two automobiles off the street, in accordance with reasonable standards established by the company. All driveways must be paved.

The riding of minibikes or motorcycles or other motorized vehicles on any lot is expressly forbidden.

No horses, cattle, swine, goats, poultry, or fowl shall be kept on any lot. No more than two pets of the customary household variety (including birds) may be kept on any lot in the subdivision, except upon the express written permission of the company; provided, however, that the provisions hereof shall not be deemed to permit the keeping of domestic fowl. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work, or screening acceptable to the company. Each lot owner shall provide receptacles for garbage in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the company. No fuel tanks or similar storage receptacles may be exposed to view. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other

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unsightly growths or objects, then the company may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such a removal a lien shall arise and be created in favor of the company and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within 30 days after the owner is billed therefor.

No boundary wall shall be constructed with a height of more than four feet and no boundary-line hedge of shrubbery shall be permitted with a height of more than four feet. No wall of any height shall be constructed on any lot until after the height, type, design, and approximate location therefor shall have been approved in writing by the company. The heights or elevations of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any question as to such heights may be completely determined by the company.

No commercial signs, including, but not limited to, "for rent," "for sale," and other similar signs, shall be erected or maintained on any lot except with the written permission of the company or except as may be required by legal proceedings, it being understood that the company will not grant permission for the said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the company reserves the right to restrict size, the color, and the content of such signs. Property identification and like signs exceeding a combined total two (2) square feet may not be erected without the written permission of the company.

No living trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the company, unless located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building.

No private water wells may be drilled or maintained on any residential lot so long as the Forsyth County Water Department its agents, successors or assigns, plans a water-distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line; provided further, that if such water-distribution line is not completed within five (5) days from the date of completion of the residence, a private well may be drilled by the lot owner.

The company reserves unto itself, its successors and assigns, a perpetual, alienable, and releasable easement and right on, over, and under the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences

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or utilities on, in or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such areas as are shown on the applicable plat; provided, further, that the company may cut drainways for surface water wherever and whenever such action may appear to the company to be necessary to maintain reasonable standards of health, safety, and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. Such rights may be exercised by any licensee of the company, but this reservation shall not be considered an obligation of the company to provide or to maintain any such utility or service.

Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of Forsyth County, or, if no such main has been constructed in the vicinity of such lot, then such disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of all sewage shall be emptied or discharged into such main or tanks. No sewage shall be emptied or discharged into such lakes or any creek thereof. No sewage disposal system shall be permitted on any lot, nor may any sewage disposal system be used unless such system is designed, located, constructed, and maintained in accordance with the requirements, standards, and recommendations of the appropriate public-health authority. Approval of such system shall be obtained from such authority after the completion of the said system and prior to the use of the system.

#### IV.

All lakes, all access ramps, and recreation areas shown on the respective plats of "Shallowford Lakes," §§ 1-5, are owned by and are the exclusive property of Shallowford Lakes Association, and are subject to regulations as established by the latter. All lakes and access areas in "Shallowford Lakes," §§ 6-12, will be owned and regulated by the company until such time as they are conveyed to Shallowford Lakes Association. During such time as the lakes and access areas are owned by the company, any member in good standing of Shallowford Lakes Association is entitled to the use of the said facilities, subject to the regulations imposed thereon.

#### V.

In order to provide a permanent fund to maintain, landscape, and repair community areas, to maintain adjacent areas in a clean and an orderly condition, to provide a fund for restocking and

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maintaining lakes, and in general to provide a fund for those services important to the development and preservation of an attractive community, and, further, to maintain the privacy and general safety of the residential community of Shallowford Lakes, each owner of a lot shall pay annually to Shallowford Lakes Association an amount to be established annually by Shallowford Lakes Association, for the purposes hereinabove noted. This annual payment may be adjusted each year by Shallowford Lakes Association. This property is hereby subject to the same right of assessment granted to Shallowford Lakes Association by L.A. Reynolds Company, in the deed from the latter to the former recorded in Deed Book 1007, page 384, Forsyth County Registry, reference to which deed is hereby made and the terms of which deed are incorporated herein as fully as though they were set out verbatim herein.

#### VI.

All of the foregoing covenants, conditions, reservations, and restrictions shall, unless therefore modified by the company, as hereinafter provided, continue and remain in full force and effect at all times as against the owner of any lot in "Shallowford Lakes," §§ 6-12, regardless of how he acquired title, until the commencement of the calendar year 2009, on which date these covenants, conditions, reservations, and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on such premises or any owner thereof; provided, however, that these covenants, conditions, reservations, and restrictions shall be automatically extended for a period of ten (10) years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods or the base period the owners of a majority of the lots in "Shallowford Lakes," §§ 6-12, shall by written instrument duly recorded in the Forsyth County Registry declare a termination of the same.

It is expressly understood and agreed that the several covenants, conditions, reservations, and restrictions herein shall attach to and run with the land, and it shall be lawful not only for the company, its successors and assigns, but also for the owner or owners of any lot or lots in "Shallowford Lakes," §§ 6-12, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same. Should the company employ counsel to enforce any of the foregoing covenants or conditions or reservations or restrictions, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots and the company shall have a lien upon such lot or lots to secure payment of all such accounts.

Provided, that the breach of any of the foregoing covenants or conditions or reservations or restrictions, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in



such premises, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any such mortgagee or trustee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, trustee's sale, or otherwise.

Provided, further, that no delay or omission on the part of the company or the owners of other lots in "Shallowford Lakes," §§ 6-12, in exercising any rights or power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the company or the developers for or on account of the company's failure to bring any action on account of any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions herein which may be unenforceable by the company.

Provided, further, that in the event any one or more of the foregoing covenants or conditions or reservations, and restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

Provided, further, that in the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the Rule against Perpetuities under the laws of North Carolina.

Any or all of the foregoing conditions and restrictions may be removed or modified or changed by the written consent of the company, which written consent shall be duly executed, acknowledged, and recorded in the Forsyth County Registry, and which written consent may be given or withheld within the uncontrolled and sole discretion of the company as the company may deem best in the interest of the development and the maintenance of "Shallowford Lakes," §§ 6-12, according to the overall plan for which development and maintenance are herein evidenced and detailed.

IN WITNESS WHEREOF, WILLIAM HENRY MOSER and wife, HILDA MOSER; WILLIE M. HAUSER, and wife, JOSEPHINE HAUSER; and HUGH HAMPTON and wife, LILLIAN WOODWORTH HAMPTON, have hereunto put their respective hands and seals; in testimony whereof, QUEEN'S GRANT, INC., has caused these presents to be signed by its

at this office on this 12th day of June, 1951.

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                  ) AMENDMENT TO RESTRICTIVE COVENANTS  
FORSYTH COUNTY ) "Shallowford Lakes, " §§ 6-12, inclusive

KNOW ALL MEN BY THESE PRESENTS that, whereas by instrument dated 18th June, 1974, and recorded 26th June, 1974, at 4:05 p.m., in Book 1129, page 1203, Forsyth County Registry, William Henry Moser *et ux. et al.* imposed on "Shallowford Lakes," §§ 6-12, inclusive, certain restrictive covenants; whereas it is by the said instrument provided - see penultimate paragraph, page 9 thereof - that any or all of the said restrictions may be removed or modified or changed by written instrument from L.A. Reynolds Company, within its uncontrolled and sole discretion as it may deem best in the interest of the development and the maintenance of "Shallowford Lakes," §§ 6-12, according to the overall plan for which development and maintenance are therein evidenced and detailed; and whereas L.A. Reynolds Company, within its uncontrolled and sole discretion, deems it in the best interest of the development and the maintenance of "Shallowford Lakes," §§ 6-12, according to the overall plan for which development and maintenance have heretofore been evidenced and detailed, that it make such amendments to the said restrictive covenants as are hereinafter specified;

NOW, THEREFORE, L.A. Reynolds Company doth hereby amend the restrictive covenants for "Shallowford Lakes," §§ 6-12, as recorded in Book 1129, page 1203, Forsyth County Registry, by deleting unnumbered subparagraphs 8 and 9 of Paragraph II thereof (the said unnumbered subparagraph 8 being the last beginning paragraph on page 3 thereof; and the said unnumbered subparagraph 9, the first beginning paragraph on page 4 thereof) and substituting therefor the following, which it doth declare and establish as additional covenants, conditions, reservations, and restrictions for "Shallowford Lakes," §§ 6-12, inclusive:

"In §9, lots 21, 22, 23, 29, 30, 31, 36, 37, 38, and 39, no one-story dwelling shall be used or built, altered or erected to be used unless the enclosed dwelling area of the structure on its ground, or main, floor contains 1,400 or more square feet of floor space as measured to the outside wall lines; provided, however, in the case of split-level dwellings, the 1,400-square-foot minimum shall be deemed complied with if the two principal levels of the dwelling total 1,400 square feet; no split-foyer dwelling shall be used or built, altered or erected to be used unless the main body of the structure contains 1,600 or more square feet of floor space as measured to the outside wall lines; no two-story dwelling shall be used or built, altered or erected to be used unless the enclosed dwelling area contains 1,800 or more square feet of floor space as measured to the outside wall lines; provided, however, this provision shall be deemed complied with only

if the first, or main, level contains 1,300 or more square feet of enclosed dwelling area as measured to the outside wall lines and only if the upper level contains 500 or more square feet of enclosed dwelling area as measured to the outside wall lines.

In §9, lots 24, 25, 26, 27, 28, 32, 33, 34, 35, 40, 41, 42, 43, 44, 45, 46, and 47, no one-story dwelling shall be used or built, altered or erected to be used unless the enclosed dwelling area of the structure on its ground, or main, floor contains 1,600 or more square feet of floor space as measured to the outside wall lines; provided, however, in the case of split-level dwellings, the 1,600-square-foot minimum shall be deemed complied with if the two principal levels of the dwelling total 1,600 square feet; no split-foyer dwelling shall be used or built, altered or erected to be used unless the main body of the structure contains 1,800 or more square feet of floor space as measured to the outside wall lines; no two-story dwelling shall be used or built, altered or erected to be used unless the enclosed dwelling area contains 2,000 or more square feet of floor space as measured to the outside wall lines; provided, however, this provision shall be deemed complied with only if the first, or main, level contains 1,300 or more square feet of enclosed dwelling area as measured to the outside wall lines and only if the upper level contains 700 or more square feet of enclosed dwelling area as measured to the outside wall lines.

In §6, all lots; in §8 (revised), lots 18, 19, and 20; in §10, lots 81, 82, 83, 84, 85, 86, and 87; and in §12, all lots, no one-story dwelling shall be used or built, altered or erected to be used unless the enclosed dwelling area of the structure on its ground, or main, floor contains 1,800 or more square feet of floor space as measured to the outside wall lines; provided, however, in the case of split-level dwellings, the 1,800-square-foot minimum shall be deemed complied with if the two principal levels of the dwelling total 1,800 square feet; no split-foyer dwelling shall be used or built, altered or erected to be used unless the main body of the structure contains 2,000 or more square feet of floor space as measured to the outside wall lines; no two-story dwelling shall be used or built, altered or erected to be used unless the enclosed dwelling area contains 2,200 or more square feet of floor space as measured to the outside wall lines; provided, however, this provision shall be deemed complied with only if the first, or main, level contains 1,400 or more square feet of enclosed dwelling area as measured to the outside wall lines and only if the upper level contains 800 or more square feet of enclosed dwelling area as measured to the outside wall lines.

In §7, all lots; in §8 (revised), all lots except lots 18, 19, and 20; in §10, lots 88, 89, 90, 91, 92, 93, 94, 95, and 96; and in §11, all lots, no one-story dwelling shall be used or built, altered or erected to be used unless the enclosed dwelling area of the structure on its ground, or main, floor contains 2,000

or more square feet of floor space as measured to the outside wall lines; provided, however, in the case of split-level dwellings, the 2,000-square-foot minimum shall be deemed complied with if the two principal levels of the dwelling total 2,000 square feet; no split-foyer dwelling shall be used or built, altered or erected to be used unless the main body of the structure contains 2,200 or more square feet of floor space as measured to the outside wall lines; no two-story dwelling shall be used or built, altered or erected to be used unless the enclosed dwelling area contains 2,500 or more square feet of floor space as measured to the outside wall lines; provided, however, this provision shall be deemed complied with only if the first, or main, level contains 1,600 or more square feet of enclosed dwelling area as measured to the outside wall lines and only if the upper level contains 900 or more square feet of enclosed dwelling area as measured to the outside wall lines."

IN TESTIMONY WHEREOF, L.A. Reynolds Company has caused these presents to be signed by its \_\_\_\_\_ President, to be attested by its \_\_\_\_\_ Secretary, and its common seal to be hereunto affixed, pursuant to corporate resolution, as of the 29 day of May, 1975.

L.A. REYNOLDS COMPANY

By: \_\_\_\_\_

PRESIDENT

Attest:

R. C. Platt  
Its Secretary

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NORTH CAROLINA - Forsyth County

This 29 day of May, 1975, personally came before me, M. W. Beardmore, a Notary Public R. C. Platt, who, being by me duly sworn, says that he knows the common seal of L.A. REYNOLDS COMPANY and is acquainted with John R. Reynolds, who is the President of the said corporation, and that he, the said R. C. Platt, is the Secretary of the said corporation, and saw the said \_\_\_\_\_ President sign the foregoing instrument, and saw the common seal of the said corporation affixed to the said instrument by the said \_\_\_\_\_ President and that he, the said R. C. Platt, signed his name in attestation of the execution of the said instrument in the presence of the said \_\_\_\_\_ President of the said corporation.

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NORTH CAROLINA )  
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FORSYTH COUNTY )

AMENDMENT TO RESTRICTIVE COVENANTS  
SHALLOWFORD LAKES, SECTIONS 11 and 12

KNOW ALL MEN BY THESE PRESENTS THAT, whereas by instrument dated June 18, 1974, and recorded in Book 1129 at page 1203 in the Office of the Register of Deeds of Forsyth County, North Carolina, William Henry Moser, et al, imposed on Shallowford Lakes, Sections 6 through 12, inclusive, certain restrictive covenants which have been amended by instruments recorded in Book 1148 at page 1689 and in Book 1173 at page 633 of the Forsyth County Registry, all of which are hereinafter referred to as the "Restrictions";

WHEREAS, the Restrictions recorded in Book 1129 at page 1203 provide that any and all of said Restrictions may be removed or modified or changed by a written instrument executed and recorded by L. A. Reynolds Company, within its uncontrolled and sole discretion as it may deem best in the interest of the development and maintenance of Shallowford Lakes, Sections 6 through 12, according to the over all plan for which development and maintenance are therein evidenced and detailed;

WHEREAS, L. A. Reynolds Company, within its uncontrolled and sole discretion, deems in the best interest of the development and maintenance of Shallowford Lakes, Sections 6 through 12, to modify the number of square feet of floor space within the enclosed dwelling areas of dwellings to be constructed on the lots in Sections 11 and 12 and to allow the lots in Sections 11 and 12 to be divided or subdivided into two or more lots and to allow for the construction of one single-family dwelling on each subdivided lot, and to such end does hereby make the modifications and amendments hereinafter set forth;

NOW, THEREFORE, L. A. Reynolds Company does hereby modify and amend the Restrictions for Shallowford Lakes, Sections 11 and 12, and does hereby delete any language set forth in the Restrictions inconsistent with the language set forth below with respect to the number of square feet of floor space required in enclosed dwelling areas of any structure located on any lot in Sections 11 and 12 as follows:

"In Sections 11 and 12, all lots, no one story dwellings shall be used or built, altered or erected to be used unless the enclosed dwelling area of the structure on its ground, or main, floor contains 1,800 or more square feet of floor space as measured to the outside walls; no split foyer dwelling or split level dwelling shall be used or built, altered or erected to be used unless the main body of the structure (not including the basement) contains 2,000 or more square feet of floor space as measured to the outside walls; no one and one-half story dwellings

shall be used or built, altered or erected to be used unless the enclosed dwelling area contains 2,000 or more square feet of floor space as measured to the outside walls; provided, however, this provision shall be deemed complied with only if the first, or main, level contains 1,200 or more square feet of enclosed dwelling area as measured to the outside walls; and no two story dwelling shall be used or built, altered or erected to be used unless the enclosed dwelling area contains 2,200 or more square feet of floor space as measured to the outside walls; provided, however, this provision shall be deemed complied with only if the first, or main, level contains 1,200 or more square feet of enclosed dwelling area as measured to the outside walls."

NOW, THEREFORE, L. A. Reynolds does hereby modify and amend the Restrictions for Shallowford Lakes, Sections 11 and 12, and does hereby delete any language set forth in the Restrictions inconsistent with the language set forth below with respect to the subdividing of lots as shown on the recorded plat of Sections 11 and 12 and the construction of dwellings on the lots as subdivided.

"The lots in Sections 11 and 12 as shown on the recorded plats may be divided or subdivided into two or more lots and the existing boundary lines may be changed and the owner of each subdivided lot is hereby allowed to construct one single-family dwelling on the lots as subdivided."

NOW, THEREFORE, L. A. Reynolds does hereby modify and amend the Restrictions for Shallowford Lakes, Sections 11 and 12, and does hereby delete any language set forth in the Restrictions inconsistent with the language set forth below with respect to the approval of building plans by L. A. Reynolds Company of any structure located on any lot in Sections 11 and 12 as follows:

"In Sections 11 and 12, single-family dwellings may be constructed by the owner and the site location for said construction does not have to be approved by L. A. Reynolds Company."

IN TESTIMONY WHEREOF, L. A. Reynolds Company has caused these presents to be executed by its \_\_\_\_\_ President, attested by its Assistant Secretary, and has caused its corporate seal to be affixed hereto, all pursuant to authority duly granted, as of this the 30 day of December, 1977.



ATTEST:

Ruth B. Hartle  
1957 Secretary

L. A. REYNOLDS COMPANY

By J. A. Reynolds  
President