

899
NORTH CAROLINA
RANDOLPH COUNTY

DECLARATION OF RESTRICTIVE
COVENANTS OF FORESTDALE SOUTH

KNOW ALL MEN BY THESE PRESENTS That WALTER G. SINK and wife, LOIS R. SINK, do hereby covenant and agree to and with all persons, firms and corporation hereafter acquiring lots in the development known as "FORESTDALE SOUTH" as shown on a plat as recorded in Plat Book 18, at Page 89, in the Office of the Register of Deeds of Randolph County, North Carolina, the said lots being now owned by WALTER G. SINK and wife, LOIS R. SINK, (hereinafter referred to as OWNERS) that all such lots are hereby subjected to the following restrictions as to the use thereof, the said restrictions being appurtenant to and running with the said land by whosoever owned. These restrictions shall apply to each and every lot as shown upon the said plats:

1. All lots shall be used for 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 therewith for customary uses of a residential lot.
2. No lot as shown on the plats to be recorded shall be subdivided except that two lot owners may subdivide a lot between them, but only one residence shall be built on the combined original lot and the subdivided portion of any lot.
3. No single-family dwelling shall be built, erected or used unless it shall contain at least 1500 square feet of floor space if the structure is a one-story building, or at least 1500 square feet of floor space if the building shall be in excess of one story. Split level or split foyer dwellings shall contain at least 1500 square feet of floor space. The floor space herein referred to shall be exclusive of porches, garages, breezeways, terraces and basement areas.
4. No building or part of a building other than steps, open porches, overhanging eaves or cornices shall extend nearer to the front property line than 50 feet, except that in the case of a corner lot any building may be placed within 25 feet of the side street property line.
5. Every building erected on the properties shown on the plats to be recorded shall have two side yards with a total footage of not less than 50 feet and in no case shall the width of either side yard be less than 20 feet. The 20 feet side line restriction shall not be construed as to result in a violation of the side line restriction in the event a building is located within 20 feet of the side lines of the lots shown on the aforesaid map, if, by re-subdivision, new side lines fall outside the restricted area.
6. All detached private garages or other outbuildings shall be erected at least 50 feet from the front property line.
7. Until such time as a county sewage system is available, sewage disposal shall only be by septic tank to meet and comply with the regulations of the North Carolina Board of Health.
8. No swine, chickens, fowl or other livestock shall be kept on the premises. Household pets may be kept for noncommercial purposes on the property described herein if they are properly confined and do not constitute a nuisance.
9. No portion of any building erected on this property shall have

exposed concrete blocks on the exterior except those concrete blocks which have been fully plastered on the face of said blocks.

10. All fuel tanks must be placed underground.

11. No building may be moved from another location and placed on any lot in this subdivision. It being specifically required that any dwelling house built in this subdivision shall be of new construction and constructed on the premises. This provision does not restrict the construction of a factory made home that is otherwise in compliance with these restrictions.

12. No housetrailer of any type shall be permitted to be placed on any of the subdivision lots. No structure of a temporary character, trailer, basement, tent, shack garage, barn, or other such building shall be allowed.

13. All home construction placed on the lots shall be upon solid foundations.

14. No house or accessory structure shall have imitation siding of any description.

15. No signs, billboards, or advertising devices of any kind, except those used in any subsequent sale of the property which may be later conveyed shall be placed or otherwise installed on any lot or building in FORESTDALE SOUTH.

16. Adequate off street parking shall be provided by the owner of each building site for the parking of automobiles owned by such owner and owners of building sites agree not to park their automobiles on the streets in the subdivision.

17. No street shall be laid out or opened across or through any of said lots except as such streets may now appear on the plat for this subdivision; however, this provision shall not be construed to prohibit the extensions of streets as they presently exist on said plat.

18. No alley, street, roadway or cartway shall be cut through or dedicated over any lot in this subdivision for the use of the public or of land owners adjoining this subdivision, except with the express consent of the undersigned owners and developers or their successors or assigns. This provision Number 18 is modified to the extent necessary to accommodate reservations made in Paragraph 19 which follows.

19. Owners reserve the right to convey Lot 7 of FORESTDALE SOUTH subject to the special condition of permitting the construction of a roadway, not to exceed twenty (20) feet in width, over and across said Lot 7 which may benefit and serve property which is presently owned by Bertha B. Quinn, said property being described in Deed Book 1087, Page 336, Randolph Registry; said roadway may be used for ingress, egress, and regress over and across said Lot 7 only for the benefit of the single residential dwelling (or its replacement, if rebuilt), owned by the said Bertha B. Quinn.

This right reserved shall be personal to the said Bertha B. Quinn; this right shall not enure to the benefit of any subsequent owners of any right, title, or interest in the Quinn property described in Deed Book 1087, Page 336; this right or any roadway constructed because of this right shall not be appurtenant to or run with title to the Quinn property described at Deed Book 1087, Page 336.

A residential dwelling house may be constructed upon said Lot 7 notwithstanding the allowance of the 20 foot roadway, if otherwise, the structure is in compliance with these restrictions.

20. These covenants and restrictions are to run with the land and shall be binding on the parties hereto and all persons, firms and corporations purchasing lots in said subdivision and those claiming under them until

September 1, 1987, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants and restrictions in whole or part.

21. Easements for installation and maintenance of utilities including (but not limited to) storm drains, sanitary sewers, electrical, water and telephone, are reserved over the rear 10 feet and 5 feet along the side lines of each lot and such other drainage or utility easements as may be shown on the plat of this subdivision as above referred to.

22. Notwithstanding anything herein to the contrary, any one or more restrictions herein may be waived, upon written request, as to any lot or lots, within five years from the date of this agreement by the subdividers, their heirs and assigns, by a duly executed waiver recorded in the Office of the Register of Deeds of Forsyth and Davidson Counties, North Carolina, as a result of the affirmative vote of the owners of the majority of the lots in said subdivision.

23. It is expressly understood and agreed, that the several restrictive covenants contained herein shall attach to and run with the land, and it shall be lawful not only for grantors, their heirs and assigns, but also for the owner or owners of any lot or lots in FORESTDALE SOUTH SUBDIVISION deriving title from or through grantor, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same.

PROVIDED, Further, that in the event any one or more of the foregoing covenants, conditions, reservations, or restrictions shall be declared for any reason, by any court or 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, or restrictions not so declared to be void, but all the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

IN TESTIMONY WHEREOF, said parties herein named have hereto set their hands and seals, this the 1st day of November, 1977.

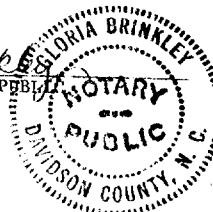
Walter G. Sink
WALTER G. SINK

Lois R. Sink
LOIS R. SINK

NORTH CAROLINA
DAVIDSON COUNTY

I, Gloria Brinkley, a notary public of said county and state do hereby certify that WALTER G. SINK and wife, LOIS R. SINK, personally appeared before me this day and acknowledged the execution of the foregoing Declaration of Restrictive Covenants.

Witness my hand and notarial seal, this 1st day of November, 1977.

Gloria Brinkley
NOTARY PUBLIC


My Commission Expires:
10-4-81

NORTH CAROLINA - Randolph COUNTY

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The foregoing certificate(s) of Gloria Brinkley
Notary Public of Davidson Co. N.C.

is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Book 1094,
Page 879, This 1st day of November, 19 77 at 1:20 o'clock P.M.

Annie Shaw, Register of Deeds

By Brenda League Deputy Register of Deeds