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FORSYTH CO, NC FEE \$23.00

PRESENTED & RECORDED:

01-22-2007 01:11 PM

DICKIE C WOOD

REGISTER OF DEEDS

By: PATSY RUTH DAVIS DPTY

BK: RE 2724

PG: 3789-3792

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

RESTRICTIVE COVENANTS FOR
WHIPPORWILL PLACE SUBDIVISION

original to SubCrumley

KNOW ALL MEN BY THESE PRESENTS that Mitchell James, LLC, a North Carolina limited liability company ("Developer"), does hereby covenant and agree that the land (the "Property") in Forsyth County, North Carolina, described as all lots in Whipporwill Place Subdivision (the "Subdivision"), as shown by plat (the "Plat") recorded in Plat Book 51, Page 65, in the Office of the Register of Deeds of Forsyth County, North Carolina, is subject to restrictive covenants as to the use thereof, by whomever owned, as follows:

1. All lots shown on the Plat shall be known and described as residential lots and no structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three (3) cars.
2. No dwelling shall be erected or allowed to remain on the Property if the ground floor area of the main structure, exclusive of one story open porches and garages, shall be less than 1,200 square feet in the case of a one story structure or less than 1,000 square feet in the case of a one and one-half or two story structure. No roof with a pitch of less than 5/12 shall be permitted. No used lumber, second-hand materials or unsightly materials shall be used in any construction in the Subdivision. No concrete or aggregate blocks, either in buildings or walls, shall be used above ground elevation unless said blocks are covered with brick veneer, stone or similar material.
3. All floor plans for homes and other buildings upon the lots shall be submitted to the Developer for approval in writing prior to beginning of construction. The main building on any lot shall not be erected or allowed to remain facing in any direction except toward the street or road abutting the front of such lot, which as to a corner lot, shall be the street or road upon which such lot has the least frontage.
4. No dwelling shall be erected or allowed to remain on the Property that is not connected with a septic tank system which complies with the then existing ordinances of Forsyth County concerning such septic tank systems.

5. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision.
6. No trailer, mobile home, basement, tent, shack, garage, barn, motor home or other outbuilding erected on the Property shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. In addition, no mobile home or on-frame manufactured housing shall be placed on the Property at any time.
7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat, if any, together with the further reservation of a right of way of ten (10) feet in width running along the rear and side lines of each lot for pole lines or conduits (above or beneath the ground) in connection with supplying (through arrangement with utility companies or otherwise) water, sewer, light, power, gas, telephone service and other utility services to the Property.
8. The footing, foundations and roofs of all outbuildings shall be comparable to the footings, foundations and roofs in the construction of the main residence, and no imitation brick or asbestos siding may be used in the construction of any building.
9. No billboards or signs shall be erected or allowed to remain on any lot within the Subdivision except "for sale" signs, and those signs shall not exceed three (3) feet in length and two (2) feet in height.
10. All Forsyth County ordinances, rules and regulations shall be complied with at all times, and there shall be adequate and proper garbage disposal, either through private or county pick-up facilities, at all times.
11. Landscaping on any lot must be completed within ninety (90) days from the commencement of said landscaping.
12. Construction of any dwelling on the Property must be totally completed within twelve (12) months from the commencement of such construction.
13. No animals, livestock, poultry or farm animals of any kind shall be kept or maintained on any lot or in any dwelling except for dogs, cats or other domesticated household pets, provided that they are not kept or maintained for commercial purposes, and further provided that they are kept and maintained in compliance with all laws and ordinances of the State of North Carolina and the County of Forsyth relating thereto.

14. No stripped, partially wrecked or junk motor vehicles, or parts thereof, shall be permitted to be parked or kept on any lot or street. No boat, marine craft, hovercraft, aircraft, recreational vehicle, pickup camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage within sight of any street or public roadway. Commercial trucks and any vehicles with painted advertisements shall not be permitted to park overnight within sight of any street or public roadway except those used by a builder during construction improvements. No vehicle that transports inflammatory or explosive cargo shall be permitted on any tract. No vehicle shall be parked in any area visible from any street or public roadway except passenger (non-commercial) vehicles and motorcycles that have current license plates and inspection stickers and which are in daily use.
15. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, fences are permitted on any lot if they contribute to and are in keeping with the character and environment of the Subdivision and are approved by the Developer in advance. Chain link fences shall not be allowed for any purpose.
16. Each lot owner shall provide ample parking spaces for automobiles off the street prior to occupancy of any dwelling on said lot.
17. Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery so as not to be visible from any street. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be screened or so placed and kept as not to be visible from any street. External burning of trash, yard and construction debris is not allowed.
18. Each lot owner shall complete underground electrical service to his/her residential dwelling.
19. Any dwelling or outbuilding on any lot within the Subdivision which is destroyed in whole or in part by fire, windstorm or by any cause or act of God must be rebuilt, or all debris removed, and the lot restored to a sightly condition with reasonable promptness; however, in no event shall such debris remain longer than six (6) months.
20. These covenants and restrictions are to run with the land, and shall be binding on all parties hereto and all persons claiming under them for a period of thirty (30) years from the date recorded at which time these covenants and restrictions may be extended for successive periods of ten (10) years each by a majority vote of the then owners of the lots shown on the Plat.
21. Seventy-five percent (75%) of the then lot owners of the Subdivision may waive any violation of these restrictive covenants by appropriate instrument in writing.

The Developer reserves the right to amend these restrictive covenants or to waive any violation of these restrictive covenants by appropriate instrument in writing.

- 22. If the parties hereto, or any of their successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons owning real property situated in the Subdivision to prosecute any proceedings at law, or in equity against any person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them so doing and to recover damages or other dues for such violations.
- 23. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 24. The lot owners of the Subdivision may form a non-profit corporation to enforce these restrictions.

IN WITNESS WHEREOF, Mitchell James, LLC has caused this instrument to be executed, this the 22 day of January, 2007.

MITCHELL JAMES, LLC

By: [Signature]
Bobby J. Crumley, Member/Manager

NORTH CAROLINA
Randolph COUNTY

I, Kim G. Keaton, a Notary Public for the Randolph County, North Carolina, hereby certify that Bobby J. Crumley, personally came before me this day and acknowledged that he is the Member/Manager of Mitchell James, LLC, a North Carolina limited liability company, and that he, as Member/Manager, being authorized to do so, executed the foregoing on behalf of the company. WITNESS my hand and official stamp or seal, this 22 day of January, 2007.

[Signature]

Notary Public
Notary Printed Name: Kim G. Keaton
My Commission Expires: 6/28/2010

