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 FORSYTH CO, NC FEE \$23.00  
 PRESENTED & RECORDED:  
 03-04-2005 02:24 PM  
 DICKIE C WOOD  
 REGISTER OF DEEDS  
 By: ROSALYN E MARSH DEPUTY  
**BK:RE 2546**  
**PG:1596-1599**

DRAFTED BY: Buel B. Barker, Jr.  
 MAIL TO: c/o HUBBARD REALTY *Boyle*  
 2110 Cloverdale Avenue, Winston-Salem, NC 27103

NORTH CAROLINA )  
 FORSYTH COUNTY and )  
 DAVIDSON COUNTY )      RESTRICTIVE COVENANTS FOR GRAYCLIFF

KNOW ALL MEN BY THESE PRESENTS, that BUEL B. BARKER, JR. AND WIFE VICKIE B. BARKER, hereinafter referred to as "Developer", do hereby covenant and agree to and with all persons, firms and corporations now owning or hereafter acquiring any numbered lot in GRAYCLIFF, which is partially located in Forsyth County, North Carolina, as shown by plat recorded in Plat Book 48, Page 56, in the office of the Register of Deeds of Forsyth County, North Carolina, that said numbered lots are hereby subjected to the following restrictions to use thereof, and the restrictions are to run with the said property, and every part thereof, by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE: 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 its 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 AND COMPOSITION RESTRICTIONS: No single-family dwelling shall be built, erected, altered or used unless it shall contain at least 1,500 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, if the structure is a one-story dwelling. A two-story dwelling shall contain at least 1,800 square feet of heated and finished floor space, as measured above, with a minimum of 900 square feet on the first floor. A one and one-half (1 1/2) story dwelling shall contain at least 1,700 square feet of heated and finished floor space, as measured above, with a minimum of 1,100 square feet of floor space on the first floor.
4. BUILDING SETBACK RESTRICTIONS: The minimum setback requirements for all dwellings are those established by local zoning ordinance and/or health department.
5. 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 20 feet. The maximum height for privacy fences shall be 8 feet. All other fences shall not exceed 5 feet in height.

6. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of the flow of water through drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements for which a public authority or utility company is responsible. The Developer reserve the right to create and impose additional easements or rights-of-way over any unsold lot or lots for street, drainage, and utility installation purposes by the recording of appropriate instruments and shall not be construed to invalidate any of these covenants.

7. **FOUNDATIONS:** All dwelling shall have either brick veneer or stone on the foundation walls.

8. **DRIVEWAYS:** All driveways shall be paved or concrete.

9. **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.

10. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as 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.

11. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence either temporarily or permanently.

12. **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 six square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction sales period.

13. **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.

14. **PARKING:** The parking on the streets or driveways of trucks, tractor trailers, any commercial vehicles, boats, marine craft, trailers, campers, motor homes, motorcycles or any unregistered/unlicensed vehicles overnight is prohibited within the development. All such vehicles shall be parked inside enclosed garages. Only non-commercial automobiles, pickup trucks, or suvs are permitted to be parked in the driveways overnight. Parking on yards is prohibited.

15. **SCREENING:** The erection of clothes lines exterior garbage cans shall not be in clear view of a public street.

16. **ANTENNAE:** One satellite dish per lot not to exceed thirty-six (36) inches in diameter may be installed on the rear or side walls at least fifteen (15) feet behind the front wall of the dwelling. No other outside antennae are permitted.

17. **STREETS:** All streets in this development have been constructed as public streets, meeting the standards of the North Carolina Department of Transportation (NCDOT) for subdivision streets. The developers have dedicated a right-of-way, as shown on the recorded map referred to above, having a width of at least fifty (50) feet. As of the date of recording this map, the streets have been inspected by the District Engineer of the NCDOT and certified as having been planned and constructed according to NCDOT standards, including those relating to grading, roadbed, paving and drainage.

The streets may be accepted by the NCDOT for addition to the State Highway System as the state maintained roads upon petition by affected lot owners when a sufficient percentage of the lots are individually owned and when there are a sufficient number of occupied dwellings for each applicable segment of street. Reference is made to the Regulations of the NCDOT for a more complete discussion of procedures regulating the admission of streets to the state system.

Following such a petition, the street will be reinspected by the NCDOT to insure that they continue to meet all state standards, including condition of right-of-way and drainage ditches and swales.

Nothing, including, but not limited to, walls, fences, gates, timbers, trees, or plants, shall be erected, placed or permitted to remain in any portion of the street right-of-way or related sight or drainage easements as shown on the recorded map of this development. No drainage ditch or swale shall be filled, tiled, or altered in any way except in accordance with the standard of the NCDOT.

18. DEVELOPERS' RIGHT OF MODIFICATION: The Developer has developed this subdivision pursuant to a general plan or scheme of development. However, the Developer, reserve the right to cancel, modify or change any of these restrictions by written consent of Developer, which written consent shall be duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Forsyth and Davidson Counties, North Carolina, and which written consent may be given or withheld, within the uncontrolled and sole discretion of the Developer. The Developer may convey their right to remove, modify or change any restriction, condition or covenant of this instrument to any person, firm or corporation by instrument in writing duly recorded in the Office of the Register of Deeds of Forsyth and Davidson Counties, North Carolina.

19. 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.

20. APPLICABLE PERIOD: The foregoing covenants, restrictions and conditions shall remain in full force and effect, unless sooner changed in accordance with paragraph 17 herein, for a period of twenty (20) years from the date these covenants are recorded, at which time said covenants, restrictions and conditions shall be automatically extended for a successive period of five (5) years unless by a vote of a majority of the then owners of the lots agreeing to change the said covenants in whole or in part.

It is expressly understood and agreed between the Developer and all subsequent purchasers of lots in the development that all conveyances of a lot or lots in said development are made subject to the foregoing covenants, conditions and restrictions, and that are for the protection and general welfare of the development and shall be covenants running with the land and binding upon all parties purchasing lots in said development and their heirs, successors, assigns, administrators or executors.

21. ADDITIONAL PROVISIONS: No captions or titles in these Restrictive Covenants 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 judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, BUEL B. BARKER, JR. AND WIFE VICKIE B. BARKER have hereunto set their hands

and seals this the 2nd day of March, 2005.

BY: Vickie B. Barker  
VICKIE B. BARKER

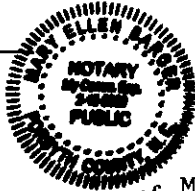
BY: Buel B. Barker, Jr.  
BUEL B. BARKER, JR.

STATE OF NORTH CAROLINA - COUNTY OF DAVIDSON

I, Mary Ellen Barger, a Notary Public of Forsyth County, North Carolina, do hereby certify that Buel B. Barker, Jr. and Vickie B. Barker appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 2nd day of March, 2005.

My Commission Expires: 2-16-09



Mary Ellen Barger  
Notary Public

North Carolina - Davidson County

The foregoing (or annexed) certificate \_\_\_\_\_ of Mary Ellen Barger, Notary Public,  
Forsyth Co., NC is(are) certified to be correct. This the \_\_\_\_\_ day of March, 2005.

\_\_\_\_\_  
Deputy/Assistant

STATE OF NC - FORSYTH CO  
Mary Ellen Barger The foregoing certificate(s) of:  
\_\_\_\_\_  
NP(s)  
is certified to be correct at the date of recordation shown on the first page thereof,  
Dickie C. Wood, Register of Deeds by: \_\_\_\_\_ Deputy/Asst.