

23901871.001

BK 2390 PG 1871

FORSYTH CO, NC 313 FEE: \$ 26.00
PRESENTED & RECORDED: 08/19/2003 3:13PM
JACKIE C. WOOD REGISTER OF DEEDS BY:MMWRR
BK2390 P1871 - P1875

Prepared by/return to: Brant H. Godfrey (Box 90)

NORTH CAROLINA)
FORSYTH COUNTY)

**DECLARATION OF
RESTRICTIVE COVENANTS
FOR MT. TABOR PARK**

KNOW ALL MEN BY THESE PRESENTS: That Whereas SAMNAZ, INC., a North Carolina corporation having its principal office in Forsyth County, North Carolina (hereinafter "Declarant") is the owner of all of the lots in the development known as MT. TABOR PARK, map of which is recorded in Plat Book 46, Page 12, in the Office of the Register of Deeds of Forsyth County, North Carolina; and whereas Declarant desires to impose certain restrictions and conditions upon present and future owners of said lots;

NOW, THEREFORE, Declarant 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. **LAND USE AND BUILDINGS:** No lot shall be used except for residential purposes, and no building of any type shall be erected, altered, or permitted to remain on any lot other than one stick-built, detached single-family dwelling and its customary appurtenant structures. Storage buildings shall be located in rear yards only and shall be screened from view from the street. When the construction of any building is once begun, work thereon shall be pursued diligently and continuously until the full completion, and must be completed in accordance with said plans within twelve months after the start of the first construction upon each building lot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities.

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 LOCATION:**

A. **Size:** The living area of any residential dwelling, exclusive of one-story porches, garages, carports, and patios, shall be not less than 1,800 square feet for all one-story dwellings and 2,200 square

feet for all dwellings more than one-story. No split level or split foyer dwelling may be constructed. The exterior of all foundations shall be built of brick or stone or must be approved in writing by Declarant. The roof pitch of each house and/or garage shall be 7/12 or greater. No vinyl siding shall be allowed other than on the rear wall of the residence.

B. Building Location:

(i) No residential dwelling shall be located on any lot nearer to the front lot line, rear lot line, or nearer to the side street line than the minimum building setback lines which may be shown on any plat of the subdivision, or nearer than the zoning ordinance allows for any setback.

(ii) No chain link or other restraining type fencing may be erected nearer the front property line than the front 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, or on a line parallel with the nearest side of the residence to the street, whichever is less.

(iii) For the purposes of this paragraph 3, eaves and steps shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

(iv) Any front facing garage shall have an electrically operating garage door.

4. **DRIVEWAY CONSTRUCTION:** All driveways shall be paved with asphalt or concrete.

5. **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.

6. **GENERAL RESTRICTIONS:**

A. **Excavation:** No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

B. **Waste and Refuse:** No lot or other area in the subdivision shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition.

C. **Storage:** No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices, or any other thing used for building purposes shall be stored on any lot except for the purpose of construction and shall not be stored for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

D. **Outbuilding Occupancy:** No garage, garage house or other outbuilding (except for sales offices and construction trailers during the construction period) shall be occupied by any owner, tenant or other person prior to the erection of a residence.

E. **Mechanical Apparatus:** No air conditioning apparatus shall be installed on the ground in front of a residence. No air conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

F. **Antennas and Discs:** No antennas, discs, or other equipment for receiving or sending sound or video messages shall be permitted in this subdivision, except antennas for AM and FM radio reception and UHF and VHF television reception except as permitted hereinafter. All antennas shall be located inside the attic of the main residential structure, except that one antenna may be permitted to be attached to the roof of the main residential structure and to extend above said roof a maximum of five (5) feet. No satellite disc or other similar structure may be placed on a lot, except a satellite disc of twenty-four (24) inches or less, provided no disc may be attached to the front facade of the home located on a lot, or closer to the front property line than the front of the home.

G. **Professional Activities:** No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. Nothing in this subparagraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.

H. **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.

I. **Hobbies and Activities:** The pursuit of hobbies or other inherently dangerous activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkept conditions; and such other activities shall not be pursued or undertaken on any part of any lot or common area without the written consent of Declarant.

J. **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.

K. **Clothes Drying:** No drying or airing of any clothing or bedding shall be permitted outdoors on any lot within the subdivision other than between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday, and 8:00 a.m. and 1:00 p.m. on Saturdays (except when any such day shall fall upon a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight other than during the times aforementioned.

L. **Pools:** No above-ground pools, except children's wading pools, shall be located on any lot in the subdivision.

M. **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 or tend to damage or destroy either private or public property.

N. **Firearms and Hunting:** All types of firearms and pyrotechnics, including but not limited to, shotguns, rifles, and pistols, are prohibited from being discharged or carried on any lot; provided,

however, that firearms may be kept inside any residential dwelling for protection purposes only. Hunting of any type, or discharge of any firearms, including pellet guns or B-B guns, is prohibited on any lot.

7. **MOTORIZED VEHICLES:**

A. All motorized vehicles operating on any lot must be properly mufflered so as to eliminate noise which might be offensive to others. Two- or three-wheeled motorized vehicles, as well as four-wheel "go-carts" or "beach buggy" type vehicles, are prohibited from being used or operated on any lot, provided, however, this shall not prohibit use of any vehicles by the U.S. Postal Service or by law enforcement agencies, or of licensed vehicles for necessary ingress or egress to and from any lot.

B. No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body, or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street in the subdivision, nor shall any such vehicle be stored in the side or rear yard of any residence unless screened or enclosed so as not to be visible. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

C. Trucks with tonnage in excess of 1 ton and any vehicle with painted advertisement shall not be permitted to park in public view overnight within the subdivision except those used by a builder during the construction of improvements.

D. No vehicle of any size which transports inflammatory or explosive cargo may be kept in the subdivision at any time.

E. No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of North Carolina.

8. **APPLICABLE PERIOD:** The foregoing covenants, restrictions, and conditions shall remain in full force and effect, unless sooner changed in accordance with paragraph 11 herein, until April 1, 2033, 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.

9. **GOVERNMENT REGULATIONS:** No covenant or restriction contained herein shall be construed to be contrary to or in conflict with any applicable and valid law, ordinance, or regulation of any properly constituted governmental body having jurisdiction over any lot. Any variance between the provisions of this Declaration and any such applicable, valid law, ordinance, or regulation (including any amendment thereof) shall be construed so that the latter shall take precedence.

10. **CONSTRUCTION AND ENFORCEMENT:**

A. In all cases the restrictions set forth or provided for in these restrictions shall be construed together and shall be given that interpretation or construction which will best tend toward their strict enforcement, and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

B. If the owner of any of the lots subject to this Declaration or their heirs, assigns, or successors in title, shall violate or attempt to violate any of the covenants herein, it shall be lawful for

23901875.001

BK 2390 PG 1875

any other person, persons, firms or corporations owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons, firms and corporations, violating or attempting to violate any such covenant, and either prevent him or them from so doing or to recover damages for such violations.

C. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the remaining provisions hereof, which shall remain in full force and effect.

11. **AMENDMENT BY DECLARANT:** Any restriction, covenant or condition hereinafter set forth may be removed, modified or changed by securing the written consent of Declarant, 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 uncontrolled and sole discretion of the Declarant, and its heirs and assigns. The Declarant may convey its rights 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 County, North Carolina.

IN WITNESS WHEREOF, Samnaz, Inc. has caused this instrument to be signed in its corporate name by its duly authorized officer by authority of its Board of Directors, this 29TH day of JULY, 2003.

SAMNAZ, INC.

By: Masoud HamadaniIts VICE President

NORTH CAROLINA - FORSYTH COUNTY

I, Virginia M. Nixon, a Notary Public of Guilford County, North Carolina, certify that MASOUD HAMADANI personally came before me this day and acknowledged that he is VICE President of SAMNAZ, INC., a corporation, and that he, as VICE President, being authorized to do so, executed the foregoing instrument on behalf of the corporation. Witness my hand and official seal, this 29TH day of JULY, 2003.



Virginia M. Nixon
Notary Public
My Commission Expires: 6/28/07

NORTH CAROLINA - FORSYTH COUNTY

The foregoing certificate of VIRGINIA M. NIXON, NOTARY PUBLIC, GUILFORD COUNTY, NORTH CAROLINA, is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

DICKIE C. WOOD, Register of Deeds of Forsyth County

By: Dickie C. Wood

Deputy/Assistant