

DRAFTED BY: BRANT H. GODFREY  
 RETURN TO: GODFREY & JACOBS' BOX (90)

FORSYTH COUNTY 217 FEE: 14.00  
 PRESENTED & RECORDED: 11/15/1977 10:30 AM  
 BERNIE C. WOOD, REGISTER OF DEEDS

**RESTRICTIVE COVENANTS FOR  
 PLANTATION ROW**

*BPH/cls*

**KNOW ALL MEN BY THESE PRESENTS**, that PLANTATION ROW, INC., a North Carolina corporation with its principal office located in Winston-Salem, Forsyth County, North Carolina, hereinafter referred to as the "Developer", does hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the numbered lots shown on the plat of PLANTATION ROW as recorded in Plat Book 39, Page 146, in the Office of the Register of Deeds of Forsyth County, North Carolina, that said property is hereby subjected to the following restrictions as to the use thereof, which restrictions shall be, and are, covenants running with the land, binding upon whomsoever shall own said property, to wit:

1. All lots in the tract shall be used only as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling, a private garage and other outbuildings incidental to residential use of the lot. However, the Developer reserves the right to use any lot it may own for public or private right of way access to contiguous land.
2. The property shall not be subdivided by anyone other than the Developer, except that two adjacent 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 one-story dwelling shall be built, altered, erected or used unless the enclosed dwelling area of the structure on its ground or main floor contains at least 1,300 square feet of floor space, as measured to the outside wall lines. No split-level or split foyer dwelling shall be built, altered, erected or used unless the main body of the structure contains at least 1,300 square feet of floor space, as measured to the outside wall lines of the upper level. No two-story dwelling shall be built, altered, erected or used unless the enclosed dwelling area of the structure on both floors shall be at least 1,400 square feet of heated floor space as measured from the outside walls. No one and one-half story dwelling shall be built, altered, erected or used unless the enclosed dwelling area of the structure shall be at least 1,300 square feet of heated floor space as measured from the outside walls.
4. No building or part of a building other than stoops, open porches (without roofs), overhanging eaves and cornices shall extend nearer the front property line than as permitted by the zoning ordinances of the City of Winston-Salem, North Carolina.
5. All outbuildings shall be erected at least 50 feet from the front property line and a minimum of 3 feet from the side and rear property lines. No structure will be built whereby cinder or cement block will be visible from the outside, nor may any outside, aboveground, fuel or other storage tanks be used.

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6. All dwellings with garage door(s) shall be equipped with electronically controlled garage doors(s).

7. No exterior clotheslines, radio or television aerial or antennae shall be permitted on any lot. Satellite dishes 24 inches or less in diameter may be installed on the dwelling itself, but only upon side walls or at the rear (including rear yard) of the structure.

8. No solar panels shall be visible from the front property line of the single-family dwelling. In the case of a corner lot, no solar panels shall be visible from the side yard street.

9. No fencing may be erected nearer the front property line than the front wall of the single-family dwelling thereon. Also, in the case of a corner lot, no fence may be erected within 10 feet from the street side yard property line. The aforementioned fence restrictions are waived only for the installation of a white picket fence not to exceed 3 feet in height. No chain link fencing shall be permitted, nor shall any fence exceeding 8 feet in height be permitted.

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on the property at any time as a temporary residence.

11. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the above-described lots, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

12. No noxious or offensive substances shall be stored, and no nuisance shall be permitted on any lot.

13. No exterior garbage cans, boats, campers, trailers, or unlicensed vehicles shall be located in clear view of any street. The parking of boats, campers, trailers, or unlicensed vehicles on the streets for more than 24 hours will not be allowed.

14. For purposes of this provision, commencement of construction means when the grading or excavation for the footing or slab for any detached single-family dwelling is commenced. Once construction is commenced, work thereon must be pursued diligently and the structure shall be completed within 9 months from the date construction commenced as herein defined. Included shall be the completion of all exterior work including, but not limited to, walks, driveways and landscaping.

15. No dumping shall be permitted on any vacant lot. The lot owner and/or general contractor shall be responsible for any dumping and damage caused by subcontractors.

16. Each lot owner shall install adequate erosion control measures during construction to prevent the flow of mud/silt onto the adjoining properties and street rights of way.

17. Each general contractor shall install one (1) gas post light of a design designated by the Developer within 5 feet of the private street serving the lot. The operation,

maintenance, repair, and replacement of this light shall be the continuing responsibility of each successive owner.

18. These restrictions are made subject to a right of way to BellSouth Telephone System, Duke Power Company, Piedmont Natural Gas Company, and Summit Cable Services to enter on said property in order to maintain service lines at its own expense.

19. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain such prohibited activity or to recover damages, or both. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other of said provisions which shall remain in full force and effect.

20. The above restrictions and conditions are covenants running with the land, and shall be binding upon the owners of the above-described property and persons claiming under them for a period of 20 years from the date of the recording of these restrictions, unless changed in accordance with the following paragraph, and at the end of said 20 years, said restrictions and conditions shall automatically expire, unless extended as set out below.

21. Any restriction, covenant or condition hereinabove set forth may be extended, removed, modified or changed by securing the written consent of the Developer, which written consent, if given, 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 Developer. The Developer may convey its 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 County, North Carolina.

IN WITNESS WHEREOF, the undersigned, being the President of Plantation Row, Inc., has caused this instrument to be executed by its duly authorized officers with corporate seal affixed hereunto, this 23RD day of APRIL, 1997.

PLANTATION ROW, INC.

By: Ben L. Harris  
President

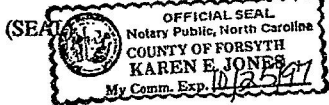


ATTEST:

Virginia M. Hiper  
ASST. Secretary

NORTH CAROLINA )  
FORSYTH COUNTY )

I, Karen E. Jones, a Notary Public of Forsyth County, North Carolina, certify that Virginia M. Nixon personally appeared before this day and acknowledged that she is Asst. Secretary of PLANTATION ROW, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ President, sealed with its corporate seal, and attested by him/her as its Asst. Secretary. Witness my hand and seal this 22nd. day of April, 1997.



Karen E. Jones  
Notary Public

My Commission expires: 10/25/97

STATE OF NC - FORSYTH CO  
The Foregoing certificate of Karen E. Jones NP(s)  
is certified to be correct this the 25th day of April, 1997  
Dickie C. Wood, Register of Deeds by: [Signature] Asst/Deputy