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STATE OF NORTH CAROLINA)
COUNTY OF FORSYTH)
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SALEM CROSSING, SECTION 2
RECORDED IN PLAT BOOK 39, PAGES 13 & 14
FORSYTH COUNTY REGISTRY

THIS DECLARATION made this the 20th day of June, 1996, by THE NEW FORTIS CORPORATION, hereinafter called "Declarant";

WITNESSETH:

WHEREAS, the Declarants are the owners of the real property described in Clause I of this Declaration, and are desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations, provisions and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for such owners thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarants hereby declare that the real property described in and referred to in Clause I hereof is, and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, provisions and easements hereinafter set forth.

CLAUSE I

The real property is and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, provisions and easements with respect to the various portions thereof, set forth in the various clauses and subdivisions of this Declaration; is located in Forsyth County, North Carolina, and more particularly described as follows:

The subdivision property of The New Fortis Corporation known as Salem Crossing, Section 2 as surveyed by Borum, Wade and Associates, P. A. and as appears in Plat Book 39, Pages 13 & 14, in the Office of the Register of Deeds of Forsyth County, North Carolina, to which express reference is made for a more particular description.

The Declarants may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, provisions and easements herein set forth by appropriate references hereto.

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CLAUSE IIGENERAL PURPOSES OF DECLARATION

The real property described in Clause I hereof is subject to the covenants, restrictions, conditions, reservations, provisions, and easements hereby declared to insure the best use and the most appropriate development and improvement of each residential lot as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on residential lots; to prevent haphazard and in harmonious improvement of residential lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general, to provide adequately for a high type and quality of improvement in said property and thereby to enhance the values of investments made by purchasers of residential lots thereof.

(a) All lots in Salem Crossing, Section 2 shall be for residential use and no part of any lot shall be used for public streets, road or alley.

The foregoing notwithstanding, the Declarant for itself and its successors and assigns specifically reserves the right to maintain a model residence on one or more lots for purposes of displaying housing types to prospective buyers, and to maintain sales agents in said models. Declarant may maintain said models for so long as Declarant, its successors or assigns, has any lots or homes for sale within Salem Crossing, Section 2.

(b) No building shall be erected, altered, placed or permitted to remain on any lot, other than a detached, single family dwelling, not to exceed two stories in height and a private garage for not more than two automobiles.

(c) The Declarant reserves the right to make such modifications and exceptions to the restrictions and reservations herein created so long as such exceptions, modifications and alterations promote the orderly and harmonious development of the property subjected hereto.

(d) No business, profession, professional clinic, or other trade or activity shall be carried on upon said lots or in any building erected thereon, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(e) No residence of a temporary character shall be erected or allowed to remain on said property and no trailer, basement, tent, shack, garage, barn or other outbuilding erected on said property shall be used as a residence permanently or temporarily, except that construction vehicles and construction and/or sales trailers

of a temporary nature may be authorized in writing by the Declarant, its successors or assigns for so long as Declarant, its successors or assigns, is constructing residences on any lots within the Property. Camping trailers may be parked on a lot if the trailer is owned by the homeowner.

(f) No stable or barn for domestic animals shall be erected or be allowed to remain on said lots. No animals, except household domestic pets, shall be kept on said lots.

(g) All plans, specifications, and builders must be approved in writing by the developer.

(h) No property in the subdivision shall be used for the sale or display of any new or used automobiles, nor shall junk automobiles or other junk be allowed to accumulate on any lot of the subdivision.

(i) All owners of property in the subdivision, in the subject of this declaration, shall be required to contract with some garbage pickup service for the removal of garbage at least once a week until such time as a municipal garbage pickup system becomes available.

(j) Easements for the installation and maintenance of utilities and drainage facilities are reserved in the development, and grantors reserve the right to grant and convey such easements.

(k) Fencing - Decorative fencing of good quality may be erected; however, said fencing shall not be erected nearer the front property line than the actual front house or dwelling line. Fencing must be maintained in a good state of repair.

(l) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for a period of twenty (20) years from the date of this instrument, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

(m) If the owners of these lots, or any of them or their heirs or assigns, successors in title, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, persons, firms or corporation owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons, firms or corporation, violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or any other dues for such violation.

(n) Invalidity of any one or more of these covenants by judgment or court order shall not affect any of the remaining provisions hereof and which shall remain in full force and effect.

(o) No solar panels may be installed that are visible from any street in the subdivision.

(p) No T.V. or video satellite dish may be placed or installed on any lot except those which can be installed in the interior of the dwelling. However, a video satellite receiver not exceeding eighteen (18) inches in diameter is permitted if not visible from the street.

IN TESTIMONY WHEREOF, The New Fortis Corporation, Declarant, has caused this instrument to be executed the day and year first above written.

THE NEW FORTIS CORPORATION

(CORPORATE SEAL)

By William S. Kischel
Vice-President

Attest:

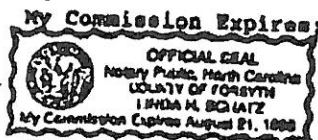
Marilyn A. Money
Secretary

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

I, Linda H. Schatz, a Notary Public in and for said County and State do hereby certify that Marilyn A. Money personally appeared before me this day and acknowledged that he is Secretary of The New Fortis Corporation, 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 Vice President, sealed with its corporate seal, and attested by Marilyn A. Money as its Secretary.

Witness my hand and notarial seal, this the 20th day of June, 1996.



Linda H. Schatz
Notary Public

The foregoing certificate of Linda H. Schatz N.P. 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.

JOHN HOLLEMAN, REGISTER OF DEEDS

REGISTER OF DEEDS OF FORSYTH COUNTY

BY: Richard E. Stover Deputy/Assistant-Register of Deeds

This instrument was prepared by:
Richard E. Stover
STOVER, CROMER & BENNETT
Post Office Box 775
King, North Carolina 27021

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