

Richard B. Bodeget
Drawn By: Stephen S. Calamy

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NORTH CAROLINA)
SURRY COUNTY)

DECLARATION OF RESTRICTIVE COVENANTS
FOR
SWISS HAVEN ESTATES, SECTION NO. ONE

KNOW ALL MEN BY THESE PRESENTS that BROWN REALTY COMPANY, INC., C. R. HARRIS, and wife SHIRLEY T. HARRIS and CLEVE GARRETT HARRIS (unmarried), do hereby covenant and agree to all and with all persons, firms and corporations hereafter acquiring lots in the development plat as surveyed by D. W. Donathan, Registered Land Surveyor, dated July 1971, and being that land conveyed to the said BROWN REALTY COMPANY, INC., C. R. HARRIS and wife SHIRLEY T. HARRIS and CLEVE GARRETT HARRIS (unmarried) by deed recorded in Deed Book 269 at page 612, Surry County Registry; that all such lots are hereby subjected to the following restrictions as to the use thereof, the said restrictions being appurtenant to and running with the said land by whosoever owned. These restrictions shall apply to Lots 1 through 52, shown on said unrecorded plat lying in Pilot Township, Surry County, North Carolina.

1. All lots shall be used for residential purposes only. No building shall be erected, placed, or permitted to remain on any lot other than one detached single-family dwelling and customary accessory buildings used in connection therewith.

2. No shop, store, factory, saloon, or any tenement or apartment house or business house or commercial building of any kind shall be erected or suffered or licensed to exist on the above-described property and no hospitals or asylum of like or kindred nature shall be erected or suffered or licensed to exist on the above-described property.

3. Any dwelling house constructed on said lot shall be set back from the street on which it fronts at least 50 feet from the street right-of-way; and no portion of a dwelling shall be closer than 50 feet from the nearest portion of the street right-of-way. No part of a dwelling house on this lot shall be constructed nearer to a side street than 20 feet. No part of a dwelling house shall be erected closer than 10 feet from the boundary of an adjoining lot. Both side yards shall be not less than a total of 30 feet in width.

4. No residence or dwelling shall be constructed, or caused to be constructed, with less than 1,550 square feet of interior heated area if said residence or dwelling is a single level residence or dwelling, nor less than 1,750 square feet of interior heated area if said residence or dwelling contains more than one level, exclusive of breezeways, garages, porches, and any and all other annexes not strictly used as a part of the all-weather living quarters of such structure, but the provisions of this section do not apply to servant houses erected on the rear of the property.

5. No temporary residence, garage apartments, barns, or any temporary structures, except as incidentally necessary in the construction of permanent residences, shall be erected or caused to be erected on any of the said lots; and no house trailer shall be allowed to remain on any of the said lots.

6. No lot shall be subdivided.

7. No swine, fowl or livestock shall be kept by any resident or owner of a lot on said premises; and no resident or owner of the said property shall keep on the premises more than two dogs, except that a reasonable time shall be allowed for disposing of litters.

8. No noxious or offensive uses of the premises shall be made or permitted to be made by any owner or resident.

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9. Any residence constructed on said property shall be built in the manner known as Class A. Construction shall also be of high quality workmanship, design, and materials; and no dwelling house or other house or structure shall be erected on the said property until the plans and specifications therefor have been submitted to and approved by the party hereto, BROWN REALTY COMPANY, INC., C. R. HARRIS and wife SHIRLEY T. HARRIS and CLEVE G. HARRIS (unmarried), in writing.

10. Any restriction, covenant and/or condition hereinabove set forth may be removed, modified or changed by securing the written consent of the BROWN REALTY COMPANY, INC., C. R. HARRIS and wife SHIRLEY T. HARRIS and CLEVE GARRETT HARRIS (unmarried), which written consent shall be duly executed, acknowledged, and recorded in the office of the Register of Deeds of Surry County, North Carolina.

11. 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 or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said BROWN REALTY COMPANY, INC. caused these presents to be signed by its President, attested to by its Secretary and has caused its Common Seal to be affixed hereto and the said individuals, C. R. HARRIS and wife SHIRLEY T. HARRIS and CLEVE GARRETT HARRIS hereunder set their hand and seals.

BROWN REALTY COMPANY, INC.



C. W. Allen

By: Chester Brown (Seal)
Vice President

C. R. Harris (Seal)
C. R. HARRIS

Shirley T. Harris (Seal)
SHIRLEY T. HARRIS

Cleve Garrett Harris (Seal)
CLEVE GARRETT HARRIS

STATE OF NORTH CAROLINA)
GUILFORD COUNTY)

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This 26th day of October, 1971, personally came before me, Charity Cartledge, a Notary Public, C. W. Allen, who being by me duly sworn, says that he knows the Common Seal of the BROWN REALTY COMPANY, INC., and is acquainted with Chester Brown, who is the Vice-President of said Corporation, and that he, the said C. W. Allen, is the Secretary of the Corporation, and saw the said President sign the foregoing instrument, and saw the Common Seal of said Corporation affixed to said instrument, by said President, and that he, the said C. W. Allen, signed his name in attestation of the execution of said instrument in the presence of said President of said Corporation.

WITNESS my hand and notarial seal, this the 26th day of October, 1971.

Charity Cartledge
Notary Public

My Commission expires:

Feb. 2, 1976

CHARITY CARTLEDGE
NOTARY PUBLIC
Guilford County, N. C.
Commission Expires Feb. 2, 1976

STATE OF NORTH CAROLINA)
COUNTY OF SURRY)

I, Henry G. Harding, a Notary Public in and for the County and State aforesaid, do hereby certify that C. R. Harris and wife Shirley T. Harris, and Clew Barrett Harris personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 27th day of October, 1971.

My Commission expires May 26, 1976.

Henry G. Harding
Notary Public

STATE OF NORTH CAROLINA)
SURRY COUNTY)

STATE OF NORTH CAROLINA, COUNTY OF SURRY

The foregoing certificate(s) of Henry G. Harding, N.P. of Surry Co. N.C.

is ~~is~~ certified to be correct. This instrument was presented for registration this 8 day of Nov, 1971, at 2 P.M., and duly recorded in the office of the Register of Deeds of Surry County, North Carolina in Book 295, Page 681. This the 8 day of Nov, A.D., 1971.

Bertha M. Shinault
REGISTER OF DEEDS

By: Joyce S. Brown
ASSISTANT, DEPUTY REGISTER OF DEEDS.

SURRY COUNTY - Probate Fee \$ _____
- Paid Fee _____

THIS INSTRUMENT DRAWN BY:
Please mail to
Badgett & Calaway, Attorneys at Law
North Carolina National Bank Building
Winston-Salem, North Carolina

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