

Drawn by: Robert A. Gapp (Box)

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NORTH CAROLINA)
FORSYTH COUNTY)

RESTRICTIVE COVENANTS

MALLARD LAKES

KNOW ALL MEN BY THESE PRESENTS, that HUBBARD REALTY OF WINSTON-SALEM, INC., a North Carolina corporation, and ALADDIN BUILDERS, INC., owners of Lots 1, 2, 5, 6, 7, 8, 9, and 10 as shown on the revised map of Mallard Lakes Annex as recorded in Plat Book 25, page 146 in the Office of the Register of Deeds of Forsyth County, North Carolina do hereby subject said property 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) The property shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain thereon other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars and other outbuildings appurtenant to a single-family residence.

(2) No single-family dwelling shall be built, erected, altered, or used unless it shall contain at least 1,600 square feet of heated and finished floor space for the main body of the structure, exclusive of porches, terraces and basements, if the structure is a one-story building, or at least 2,100 square feet of heated and finished floor space if a two-story building, same to be measured from outside wall lines. A one and one-half story dwelling shall contain at least 2,000 square feet of heated and finished floor space, said square footage to be measured as heretofore set forth. In case of a single-family dwelling which comes within the classification of a "split-level" home, the portion of said home upon which the minimum square footage shall be computed shall be limited to the heated and finished floor space on each living level and shall have a total area of at least 1,800 square feet. All houses shall contain at least one full bath and one-half bath.

(3) No building or part of a building other than steps, open porches, overhanging eaves or cornices shall extend nearer to the front property line than 40 feet. In the case of a corner lot a single-family dwelling may be built to face on either street, but shall be no closer to the front property line than 40 feet and no nearer to the side street property line than 30 feet, and said dwelling and other structures on such corner lot shall in all other respects conform to all other restrictive covenants set forth in this declaration.

(4) All detached private garages or other outbuildings shall be erected at least 75 feet from the front property line and must be placed at least 10 feet from the side and rear property lines.

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(5) All lakes, access ramps, recreation areas and other property shown on the map of Mallard Lakes as "Common Area" is owned by and the exclusive property of Mallard Lakes Association.

(6) No building erected on the above-described property shall be used as a rooming, boarding, or fraternity house.

(7) Easements for installation and maintenance of utilities and drainage facilities have been heretofore granted.

(8) No noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

(9) No structure of a temporary character, trailer, tent, barn, shack, garage, or other outbuilding shall be used on the property at any time as a residence either temporarily or permanently.

(10) No swine shall be kept on the premises and no enclosures for swine shall be erected and maintained on the property; and no stable for horses, cattle, or other livestock shall be erected or maintained thereon.

(11) These restrictive covenants shall not apply to churches and schools.

(12) Any of the restrictive covenants hereinabove set forth may be waived only by the consent of the Grantors, their successors or assigns, expressed in a written instrument describing the property affected and duly recorded.

(13) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded.

(14) 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 violation or to recover damages.

(15) Invalidity of anyone 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.

(16) This property is subject to the right of assessment granted to Mallard Lakes Association in the deed from Quality Realty Company (Grantor's predecessor in title) to Mallard Lakes Association recorded in Deed Book 965, Page 332, in the Office of the Register of Deeds of Forsyth County to which reference is hereby made.

And the said Grantor does covenant that it is seized of said premises in fee and has the right to convey the same in fee simple; that the same are free from encumbrances; and that it will warrant and defend the said title to the same against the claims of all persons whatsoever;

IN TESTIMONY WHEREOF, Hubbard Realty of Winston-Salem, Inc. and Aladdin Builders, Inc. have caused these presents to be signed by their Presidents, attested by their Secretaries, and have caused their common seals to be affixed hereto.

This 20th day of September, 1974.

K1135P0157

HUBBARD REALTY OF WINSTON-SALEM, INC.

By Lewis E. Hubbard, President

ATTEST:

George D. Brown
Secretary

ALADDIN BUILDERS, INC.

By L. William Adams, President

ATTEST:

Lewis E. Hubbard
Secretary

NORTH CAROLINA)
)
FORSYTH COUNTY)

A C K N O W L E D G M E N T

This 20th day of September, 1974, personally came before me, Bettie L. Slaughter, a Notary Public, George D. Brown, who, being by me duly sworn, says that he knows the Common Seal of Hubbard Realty of Winston-Salem, Inc. and is acquainted with Lewis E. Hubbard who is the President of said Corporation, and that he, the said George D. Brown, is the Secretary of the said 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 George D. Brown 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 20th day of September, 1974.

Bettie L. Slaughter
Notary Public

My Commission Expires:

September 1, 1979

NORTH CAROLINA)
)
FORSYTH COUNTY)

A C K N O W L E D G M E N T

This 20th day of September, 1974, personally came before me, Bettie L. Slaughter, a Notary Public, Lewis E. Hubbard, who, being by me duly sworn, says that he knows the Common Seal of Aladdin Builders, Inc. and is acquainted with L. William Adams, who is the President of said Corporation, and that he, the said Lewis E. Hubbard is the Secretary of the said 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 Lewis E. Hubbard 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 20th day of September, 1974.

Bettie L. Slaughter
Notary Public

My Commission Expires:

September 1, 1979

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STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate of Bettie L. Slaughter N. P.
(here give name and official title of the officer signing the certificate passed upon)

Forsyth Co., N.C.

(are) certified to be correct. This the 27 day of Sept. 19 74.

Probate fee 50¢ paid.

PRESENTED FOR
REGISTRATION
AND RECORDED

Eunice Ayers, Register of Deeds

By: Janet Bottoms Deputy ~~Assistant~~

SEP 27 4 23 PM '74

EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CTY. N.C.

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