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Book 1849 Page 110
Alamance County, NC
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No 9999-00070946 1 of 7 pages
Turliel W Tarpley, Register of Deeds

RESTRICTIVE COVENANTS

NORTH CAROLINA

ALAMANCE COUNTY

KNOW ALL MEN BY THESE PRESENTS that **PIERCE HOMES OF CAROLINA, INC.** a North Carolina corporation, hereinafter referred to as "Declarant," of Guilford County, North Carolina, does hereby covenant and agree that the lots described below located in Alamance County, North Carolina, shall be and they are hereby subject to the following Restrictive Covenants running with the land as to the use thereof and by whomsoever owned. Said lots restricted being more particularly described as follows:

BEING ALL of the Lots in Windermere as shown on the plat thereof recorded in Plat Book 67, Page 188-189 in the Office of the Register of Deeds of Alamance County, North Carolina.

The Restrictive Covenants hereby imposed are as follows:

1. LAND USE. No Lot shall be used except for single-family residential purposes; provided, however, Pierce Homes of Carolina, Inc., or any affiliated entity, may use any Lot owned or leased by Pierce Homes of Carolina, Inc. or any affiliated entity, as a temporary sales office and/or model for the purposes of carrying on business related to the development,

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Prepared by & Return to: Brian W. Byrd
SMITH MOORE LLP, PO Box 21927, Greensboro, NC 27420

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improvement and sale of the Properties. No building shall be erected, placed or permitted to remain on any Lot other than (i) one detached single-family dwelling not to exceed two (2) stories in height, (ii) an optional attached private garage for not more than three (3) cars, and (iii) one (1) permanent accessory building incidental to the residential use of the Lot. By way of illustration and not of limitation, any such accessory building must be (a) erected on a permanent foundation, (b) constructed on the Lot (as opposed to a pre-fabricated building), (c) constructed of wood, (d) located no closer to the public or private street providing access to the dwelling than the rear building line of the dwelling, (e) the same primary color as the principal dwelling located on the Lot, and (f) with respect to "corner lots" (i.e., Lots that have frontage on more than one private and/or public street), no accessory building may be located within twenty (20) feet of the right-of-way of the side street. The dwelling on any Lot shall face toward the street abutting the Lot and no building shall be erected or allowed to remain on any Lot within the setback lines shown on the Plat. No outdoor clotheslines, above-ground propane storage tanks or above-ground swimming pools shall be permitted.

2. DWELLING SPECIFICATIONS. No dwelling shall be erected or allowed to remain on any Lot if the heated area, exclusive of basements, open porches, decks and garages, is: (i) less than one thousand five hundred (1,500) square feet with respect to single story dwellings; or (ii) less than two thousand (2,000) square feet with respect to dwellings or more than one story.

3. BUILDING SETBACKS. No building shall be located on any Lot nearer to the front or rear Lot line, or to any side street or Lot line, than shall be permitted under applicable local ordinances in effect at the time such building is to be constructed or as permitted by the

County of Alamance or other appropriate local governmental authority pursuant to a variance of such ordinances.

4. NUISANCE. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. In addition, no activity deemed noxious or offensive 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. Examples of such offensive activities shall include, but not be limited to, the origination or emission of any loud or disturbing noise or vibrations, the maintenance of an auto repair site, the maintenance of unsightly outdoor storage of personal property (including toys, motorcycles or other motor vehicles, tricycles, bicycles, wood piles or other miscellaneous items) on porches, patios, terraces or yards, or similar unsightly activity not in keeping with the aesthetic character and high level of appearance of the community.

5. MOTOR VEHICLES. No boat, marine craft, hovercraft, aircraft, trailer, camper, truck greater than one ton in size or motorized van used for commercial purposes (as distinguished from a van used as a passenger car) shall be parked within the right of way of any public or private street adjacent to any Lot or on any Lot, except that any of the above may be parked completely inside a garage. 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 of the parking area. No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, and pick-up trucks that are in operable condition and have current license plates and inspection stickers. No inoperative motor vehicle may be parked or stored on any Lot

or any public or private street or other area within the Properties for a period in excess of 48 hours.

6. ANIMALS. No animals, livestock or poultry of any kind shall be raised or kept on any Lot, except that dogs, cats or other household pets may be kept on Lots provided that said animals are kept in compliance with applicable local ordinances and are not kept for commercial purposes and further provided that they are kept and maintained in compliance with all laws and ordinances of the State of North Carolina and Alamance County relating thereto. Each Owner owning or having possession, charge, care, custody or control of any dog shall keep such dog exclusively upon his or her Lot; provided, however, that such dog may be off the Lot if it is under the control of a competent person and restrained by a chain, leash or other means of adequate physical control. Each Owner will be responsible for cleaning up any and all waste deposited by animal upon any Lot.

7. OUTSIDE ANTENNAS. Except for "dish" antennas designed to receive direct broadcast satellite service, including direct-to-home satellite service, one meter (39") or less in diameter, antennas designed to receive video programming services via MMDS (wireless cable) and antennas designed to receive television broadcast signals, no outside antennas or satellite dishes and no free standing transmission or receiving towers shall be erected on any Lot within the Properties. Except as otherwise reasonably required in order to receive the intended signal, any antenna or satellite dish erected on any Lot within the Properties shall be affixed to the dwelling, shall be a color which blends with its surrounds, shall have a mast only as high as reasonably necessary to receive the intended signal and shall not be visible from any street.

8. SUBDIVISION OF LOTS. No Lot shall be subdivided into a lot smaller than or different from the Lot shown on the recorded plat and no street shall be laid out across or through any Lot.

9. METAL STORAGE BUILDINGS, MOBILE HOMES, MANUFACTURED HOMES, TEMPORARY STRUCTURES, ETC. No metal storage building of a temporary or permanent character shall be permitted on any Lot. No mobile home, manufactured home, trailer, or other like structure shall be located on any Lot. No structure of a temporary character, recreational or other vehicle, trailer, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. Notwithstanding anything herein to the contrary, Pierce Homes of Carolina, Inc., its agents, employees and contractors, may maintain trailers and other temporary structures to facilitate the construction of improvements within the Properties.

10. SIGNS. No sign shall be placed or allowed to remain on any Lot except for ONE (1) "For Sale" sign, or one other temporary sign to advertise a yard sale or other temporary activity on the Lot and such other temporary sign shall not be permitted to remain on any Lot for more than SEVENTY-TWO (72) consecutive hours. Notwithstanding the foregoing, Pierce Homes of Carolina, Inc., shall have the right to erect and maintain signs on any Lot owned or leased by Pierce Homes of Carolina, Inc. or such affiliate for the purpose of advertising and promoting the sale of such lots.

11. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be stored in sanitary containers in accordance with the rules and regulations of any health or public safety authority

having jurisdiction over the property. All incinerators or other equipment shall be kept in clean and sanitary condition.

12. PARKING. Each Lot shall contain sufficient off-street parking space for at least two (2) automobiles.

13. FENCES OR WALLS. All fences shall be constructed of wood with the finished side facing away from the area enclosed by the fence and shall be located not closer to the public or private street providing access to the dwelling than the rear building line of the dwelling. No portion of any fence erected on any Lot may exceed six (6) feet in height and chain link fences are not permitted.

14. SALES AND MARKETING. No activities will be engaged in by any Owner and no sign shall be erected or displayed within the Properties that would negatively impact the sales and marketing of Properties.

Invalidation of any one or more of the foregoing covenants and restrictions by judgment, court order, or otherwise, shall not in any way affect any of the remaining covenants and restrictions, which shall remain in full force and effect.

Waivers or violations of these restrictions may be waived or released in whole or in part at any time by an instrument to that effect executed by the Declarant and recorded in the Office of the Register of Deeds of Alamance County, North Carolina.

IN WITNESS WHEREOF, PIERCE HOMES OF CAROLINA, INC. has caused this instrument to be executed in its name by its Vice President, attested by its _____ Secretary and its corporate seal to be hereunto affixed, this 27th day of January, 2003.

ATTEST:

PIERCE HOMES OF CAROLINA, INC.

James E. Crews
Secretary

BY: Brig D. Parris
VICE President



NORTH CAROLINA
GUILFORD COUNTY

I, Marsha A. Mears, a Notary Public, do hereby certify that James E. Crews personally appeared before me this day and acknowledged that he/she is the _____ Secretary of **PIERCE HOMES OF CAROLINA, 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 Vice President, sealed with its corporate seal, and attested by him/herself as its _____ Secretary.

WITNESS my hand and official seal this 27th day of January, 2003.

Marsha A. Mears
Notary Public

My Commission Expires:



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State of North Carolina Alamance County
The foregoing certificate(s) of _____

Marsha A. Mears

A Notary (Notaries) Public of the Designated Governmental units is (are) certified to be correct.

This the 14th day of April 2003

MURIEL W. TARPLEY
Registrar of Deeds By Assistant/Deputy