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NORTH CAROLINA
Book 238 Page 61
ALEXANDER COUNTY

DECLARATION OF RESTRICTIONS

This Declaration made this 18th day of March, 1983 by LAKE FOREST ASSOCIATES, a North Carolina General Partnership, with its principal office in Alexander County, North Carolina, hereinafter called "Declarant";

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described below and is desirous of subjecting said property to the restrictions and protective covenants hereinafter set forth;

NOW, THEREFORE, the Declarant hereby declares that the following described real property located in Alexander County, North Carolina, is and shall be held, transferred, sold and conveyed, subject to the protective covenants set forth below:

LYING and being in Wittenburg Township, Alexander County, North Carolina, and being Lots 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, and 425, appearing on that certain subdivision Plat, entitled "River Ridge Run No. 4, Lake Forest Associates, Pro." prepared by G.. Sam Rowe, Jr., Registered Surveyor, recorded in Plat Book 4, Page 92 of the Alexander County Registry; specifically excluded here from is Lot No. 424.

- (1) The above described lots are being developed by Lake Forest Associates for residential purposes. In view of the mutual and parallel interests of the Declarant and subsequent owners of the above described lots to develop a harmonious community of homes. Declarant is granted the right to approve or disapprove architectural plans for proposed construction and the location of improvements on each of the said lots.
- (2) All specifically included lots shall be used for single-family residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories above the basement with auxiliary structures to serve the dwelling.
- (3) No lot shall be resubdivided to create an additional lot. Where a residence has been erected on a plat consisting of two or more lots, none of said lots shall be thereafter sold separately unless minimum setback requirements specified herein are maintained.
- (4) No single-family residence of less than 1,800 square feet of heated floor space exclusive of garage, carport, basement or other auxiliary structure shall be erected on a lot. Any residence having living quarters on more than one floor must contain at least 1,200 square feet of heated floor space on the principal floor and a total of not less than 2,200 square feet of heated floor space, exclusive of garage, carport, basement or other auxiliary structure.

- (5) All single-family dwellings shall be constructed principally of brick, stone, or wood siding of four inches or larger. No cement or cinder block shall appear above ground level. All out buildings must be constructed of the same material as the dwelling. Any outdoor household pet enclosure must be constructed of chain link fence and screened from neighboring views. The exteriors of any dwelling or building shall be completed within 12 calendar months from the date on which construction thereon began. No building materials shall be stored on any lot except for the construction on such lot and no materials shall be stored on any such lot for longer than the length of time reasonably necessary for the construction. Any detached storage building shall be built of the same materials as the residence on the lot.
- (6) All homes and other buildings constructed shall be at least 40 feet from the front property line and at least 10 feet from either side property line, and 50 feet from the rear property line. All house hold pet enclosures should be at least 10 feet from any property line. Location of the house should protect the existing views, topography, and trees. Ample off-street parking for two cars is required.
- (7) No hardwood tree measuring ten inches or more in diameter may be removed unless it is located within 25 feet of the residence, and then only for construction or safety purposes with written permission from Lake Forest Associates.
- (8) No trade or business and no noxious or offensive activity shall be carried on upon any tract or lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No livestock, poultry, or animals other than household pets may be kept on this property. Household pets may not be allowed to roam the neighborhood or otherwise become a nuisance. No trailer, camping vehicle, tent, basement, shack, garage, or other out building erected on these residential lots shall be used at any times as a residence, temporarily or permanently. The assembly or disassembly of a motor vehicle shall not be conducted on any lot.
- (9) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be stored in an area that cannot be viewed from the street.
- (10) Grass and weeds are to be kept down on all lots to prevent an unsightly and unsanitary condition. This is an obligation of the owner and is to be one at his expense.
- (11) Prior to the occupancy of a residence on any lot, proper provisions shall be made for the disposal of sewage. When sewer mains are installed, all buildings shall connect to said mains within 90 days after notice that said mains are in operation. No sewage shall be emptied or discharged into the lake, any creek, marsh, river, or shorelines thereof. Before any sewage system shall be permitted on any lot or any sewage be used the said system must be designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate health authority.
- (12) No well of any nature shall be sunk or drilled on any lot, without prior written permission from Lake Forest Associates.
- (13) Nothing shall be done on any lot whereby the natural flow of surface water shall be increased or altered in such a manner as to cause a nuisance to any adjoining or neighboring property.
- (14) Only retractable outside clothes lines will be permitted on any lot.
- (15) No motor vehicles or motorbikes are permitted other than upon roadways. These motor vehicles or motorbikes are to be operated within the community only as a means of transportation and are not to be

utilized for recreational purposes within the community and are not to become a nuisance or annoyance to the neighborhood. No vehicle as aforesaid shall be operated within the community for any purpose without a muffler and exhaust system as designated by its manufacturer and in accordance with the laws of the State of North Carolina related to the operation of motor vehicles upon the public highways.

- (16) The Declarants reserve an easement of ten feet along the front and rear property lines, and five feet along the side property lines of each and every lot for present or future utility needs such as telephone, electrical, water, sewer and etc. Any easements which have heretofore been granted by the Declarants are also reserved. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility company is responsible.
- (17) No discharging of firearms, hunting, or target shooting is allowed in the community.
- (18) No construction of boat docks or boat houses without the prior written approval of Lake Forest Associates is allowed.
- (19) Lot owners subsequent to Lake Forest Associates are not allowed to grant any easements through their lots.
- (20) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of those persons then owning a majority of said lots it is agreed to change said covenants in whole or part.
- (21) If the parties hereto, or any of them or their heirs and assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision, to prosecute any proceeding at law or in equity, against the person or persons attempting to violate any such covenant and either to prevent him or them from doing so, or to recover damages or other dues for such violation.
- (22) The owners of lots, and their respective successors in title, who acquire title to residential lots in this subdivision, shall contribute an annual fee per lot (currently \$105.00) to provide for the maintenance of roadways and right of way areas within the subdivision. The amount of the annual fee may be adjusted from time to time, but not more frequently than once in each calendar year by the owners of a majority in number of the lots upon not less than ten days written notice mailed to the respective lot owners at their last known mailing addresses. If two or more lots are in common ownership for use in connection with one single-family dwelling such combination of lots shall be deemed a single lot for all purposes herein described. River Ridge Run Homeowners Association, Inc. shall be the agency to which payment of this fee shall be made and which shall contract for and supervise such maintenance until such time as the owners of a majority in number of the lots shall act to change such agency after written notice as herein provided.
- (23) Lot number 424 has been set aside for development so as to provide access to the lake and a recreational area for the owners of residential lots in this subdivision and the owners of residential lots in River Ridge Run Subdivision appearing in Plat Book 3, Page 107, Plat Book 3, Page 107A and Plat Book 4, Page 35; provided, however, that as a condition of use each such lot owner must contribute to the maintenance of this lot which is to be conveyed to River Ridge Run Homeowners Association, Inc. subject to a possibility of reverter to the owners of record of the lots in this subdivision.

(24) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

LAKE FOREST ASSOCIATES

By: PAUL S. PAYNE, Partner