

PLAN OF DEVELOPMENT WITH RESTRICTIVE AND PROTECTIVE COVENANTS

affecting property of Town & Country Builders of Mount Airy, Inc., more particularly known as KNOXWOOD SUB., SEC. 4, a plat of which is recorded in PLAT BOOK 12, PAGE 186-187, in the Office of the Register of Deeds, Surry County, State of North Carolina.

THIS DECLARATION, MADE THIS 24th day of August, 1993, by TOWN & COUNTRY BUILDERS OF MOUNT AIRY, INC., hereinafter called Declarant:

WITNESSETH: 8542 1868

THAT, WHEREAS, Town & Country Builders of Mount Airy, Inc., owner of the real property described in Clause I of this Declaration, and being 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 each owner thereof, and shall insure 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:

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 the Declaration; it is located within Surry County; State of North Carolina, more particularly described as follows: Located off Oak Ridge Drive, NCSR 1504, 4 Miles West of Mount Airy off Maple Hollow Road.

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

CLAUSE II

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 building lot thereof; to protect the owners of residential lots against improper use of surrounding residential lots, to prevent haphazard and inharmonious improvements on residential lots, to secure and maintain property setbacks from street, and adequate free spaces between structures, and in general, to provide adequately for a high type and quality of improvement of said property and hereby enhance the value of investments so made by purchasers of residential lots thereof.

A. All lots in the above-mentioned development and shown on said plat are residential lots.

B. Said lots shall not be used except for residential purposes; no lot shall be divided or subdivided; nor shall any lot be used for a public street, road or alley without permission of Town & Country Builders of Mount Airy, Inc., or its heirs or assigns.

C. No business, profession or other trade or activity shall be carried on upon said lot or lots or in buildings erected thereon; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

D. Each home must be underpinned within ninety (90) days of set up on lot with one of the following materials: brick, stone, stucco block, colored aluminum, vinyl siding or material approved by Declarant.

E. The Declarant reserves the right to approve each home before allowing it to be placed upon a lot or lots.

F. No more than one (1) home shall be placed on any lot.

G. No temporary buildings shall be placed or erected on any lot without written permission from the Declarant.

H. All motor vehicles parked or stored on a lot must be currently licensed, operable and have a current inspection sticker. Any motor home, trailer, boat, or any other type of recreational vehicle must be parked in the rear of any residence in the subdivision. NO VEHICLE is to be parked or placed on any street within said development. NO VEHICLE shall be used as a residence either permanently or temporarily. The Declarant reserves the right to remove any item in violation of the above at the lot owner's expense.

Compliments Of  
**REALTY**  
**WORLD**  
Branley & Associates  
*Independently Owned and Operated*

I. No motorcycle, motorbike or motorized vehicle (except automobiles and trucks) shall be permitted on the streets or otherwise in the subdivision. Recreational riding of the above within the subdivision is hereby expressly prohibited.

J. No noxious or offensive activity shall be conducted upon said property. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

K. No animals, livestock or poultry, of any kind, shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

L. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish, trash, garbage or other waste shall be kept in sanitary containers, placed at the rear of the residence in such a manner that such containers cannot be seen from the roads or streets.

M. Easements: Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the side and rear ten (10) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels. These areas will be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

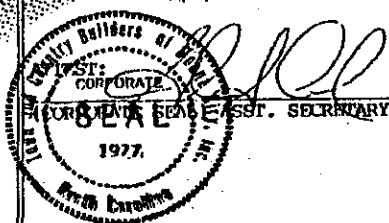
N. The Declarant reserves the right to grant utility and drainage easements of all kinds affecting any or all of the lots in this development whether before or after sale of any lot of this development of such kind as are customarily beneficial, necessary or conducive to the better enjoyment and value thereof.

O. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2011 at which time said covenants shall be automatically extended for a successive period of ten (10) years, unless by a vote of the majority of the owners of the lots it is agreed to change the covenants in whole or in part.

P. Declarant reserves the right to modify or amend these covenants as he deems necessary.

Q. If the owners of these lots, or any of their heirs or assigns, successors in title, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person, persons, firms or corporations 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 and corporations violating or attempting to violate any such covenants, and either prevent him, it or them from doing or to recover damages on any other dues for such violation. Any violation of any of the provisions may, at the option of the developer, be corrected by the developer, and if necessary the developer, its agent and employees may enter the lot for the purpose of correcting the violation. Any such entry shall not be a trespass. Should, however, the developer elect to correct the violation by entry to the premises, it shall first give written ten (10) day notice to the owner first allowing the owner to correct the violation. Notice shall be given by posting the premises and also by letter deposited in the U.S. Mail addressed to the last known address of the owner on file with the developer. The cost of any such action by the developer shall constitute a lien against the lot and it shall be a personal obligation of the lot owner.

R. The Declarant reserves the right to vary any recorded setback lines as deemed necessary.



*Robert J. Howill, III*  
ROBERT J. HOWILL, III - VICE PRESIDENT  
TOWN & COUNTRY BUILDERS OF MT. AIRY, INC.

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BUYER  
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BUYER

STATE OF NORTH CAROLINA SURRY COUNTY.

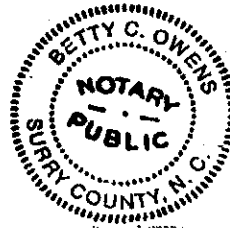
I, Betty C. Owens, a notary public, do hereby certify that Glenn S. Cooke personally came before me this day and acknowledged that he is Assistant Secretary of Town & Country Builders of Mount Airy, Inc., and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Assistant Secretary.

Witness my hand and official seal this the 24th day of August, 1993.

My Commission Expires: 6/12/98

Betty C. Owens (SEAL)  
NOTARY PUBLIC

10.00



STATE OF NORTH CAROLINA, COUNTY OF SURRY

The foregoing or following certificate(s) of Betty C. Owens,  
H.P. Surry Co

is (are) certified to be correct.

DENNIS W. "BUD" CAMERON  
REGISTER OF DEEDS

BY: Rachel C. Long  
Assistant-Deputy

FILED

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DENNIS W. "BUD" CAMERON  
REGISTER OF DEEDS  
SURRY COUNTY, N.C.