

STATE OF NORTH CAROLINA,
COUNTY OF SURRY.

DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR DEER TRACE, SECTION ONE,
RECORDED IN PLAT BOOK 12,
PAGE 140, SURRY COUNTY
REGISTRY.

THIS DECLARATION, made this the 21st day of December, 1992,
By Margaret B. Blalock, Widow, hereinafter referred to as the
"Declarant",

WITNESSETH:

WHEREAS, the Declarant owns certain property in Surry County,
North Carolina, more particularly described on a plat recorded in
Plat Book 12, Page 140, Surry County Registry.

WHEREAS, Declarant will convey the property, subject to
certain protective covenants, conditions, restrictions, liens and
charges as hereinafter set forth:

NOW, THEREFORE, the Declarant hereby declares that the
Property shall be held, sold, and conveyed subject to the following
easements, restrictions, and conditions, all of which are for the
purpose of enhancing and protecting the value, desirability and
attractiveness of the real property. These easements,
restrictions, covenants and conditions shall run with the real
property and shall be binding on all parties having or acquiring
any right, title or interest in the described property or any part
thereof, and shall inure to the benefit of each owner thereof.

RESTRICTIONS:

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 for customary purposes.

2. No noxious or offensive trade or business of any kind shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3. No trailer, basement, tent, shack, garage, barn or other out-building shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. Further, no house trailer or such vehicle shall be stored on premises. One vacation trailer or one camper may be stored on premises, but may not be used as a residence temporarily or permanently.

4. No swine, cattle, chickens, horses or other livestock shall be kept on the premises. Household pets may be kept for non-commercial purposes on the properties, if they are properly confined and do not constitute a nuisance.

5. No tractor trailers shall be parked on any lot except for the temporary loading and unloading of household goods. The discharging of firearms of any type on any lot or part thereof is

prohibited. Junk cars will not be permitted on the properties. Clothes lines shall not be observable from any street.

6. No house shall be constructed unless it shall contain a minimum of 1800 square feet of heated living space on one level, or a minimum of 2200 square feet of heated living space on two or more levels, and for the purposes of such square footage determinations, all porches, patios and decks shall be excluded from any such computation, as well as all unfinished basement and unfinished attic space, garages and carports.

7. No detached private garages shall extend nearer to the front property line than seventy-five (75) feet. Other out-buildings shall not be erected nearer to the front property line than one hundred (100) feet. No metal or block out-buildings shall be constructed or placed on any lot; all out-buildings must be compatible in material, workmanship and appearance with the dwellings. Dwelling exteriors shall be constructed of brick, rock, aluminum or shingle siding, or wood frame, with stucco permissible for Tudor designs. Asbestos shingle siding and imitation brick or stone roll siding are specifically prohibited.

8. 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 seventy-five (75) feet for houses fronting on Whitaker Chapel Road, or nearer than fifty (50) feet for houses fronting on Dser Run Court. In the case of a corner lot, no

building may be placed within thirty (30) feet of the side street property line.

9. No portions of any building erected on any Property shall have exposed concrete blocks on the exterior; stucco or surewall foundations are acceptable. The roof style of buildings erected on any Property shall be limited to mansard, hip and/or gable; and flat roofs are specifically prohibited.

10. No building may be moved from another location and placed on any Lot, it being specifically required that any dwelling-house built on any Lot shall be of new construction and constructed on the premises of good grade and quality material, and all construction shall be of good appearance. Mobile homes, "kit built", and modular homes are specifically prohibited despite the fact that any applicable zoning law might allow said type construction.

11. No drainage ditches or swales constructed within the rights of way of streets bordering any Lot may be filled or altered in such a manner that impedes the flow of water within the right of way and/or which impedes the flow of water to a catch basin, drainage easement or stream and/or which results in water flowing from any Lot onto the adjacent street pavement. Nothing is to be constructed or placed on the right of ways without prior written approval. No fencing shall be placed on right of ways, and no wire or chain link fencing shall be visible from the street.

12. The Declarant reserves and retains an easement extending five (5) feet on each side of all property lines and ten (10) feet along the rear of all lots shown on the recorded plat, for the installation of utility lines, sewer lines, drainage lines and ditches for the benefit of the Lot or any land adjacent thereto owned by the Declarant. The right to use such easements(s) may be granted by the Declarant to utility companies for a specific use with the Declarant disposing of its right to use or to grant additional parties an easement for one or more reserved uses. The Declarant reserves the right to dispose of or to release the easement(s) if not theretofore specifically granted, by the execution of a written release to be recorded in the Office of the Register of Deeds, Surry County, North Carolina. The Declarant further reserves a ten (10) foot wide easement along all property lines touching a dedicated street to cut, slope, and fill for the purposes of meeting Department of Transportation requirements for acceptance. Such easement shall terminate after addition of said street to the North Carolina Highway System for maintenance.

13. No numbered Lot as shown on the recorded plat shall be subdivided except that two Lot owners may subdivide a Lot between them, but only one residence shall be built on the combined original Lot and the subdivided portion of any Lot; provided, however, the conveyance of a strip of land no more than ten (10) feet in width off any Lot shall constitute a subdivision of the Lot if at least 35,000 square feet remains in the Lot from which the strip is taken.

14. The streets shown on the recorded plat have been constructed in accordance with the North Carolina Department of Transportation's standards for secondary roads at the time of construction. No obligation for future maintenance is assumed by Declarant.

15. No portion of any Lot shall be used to gain access to other property located adjacent to, beside of, or to the rear of the lots in this development. No driveway, roadway, access easement, or right of way of any kind or nature, permanent or temporary, shall be established or used on any Lot for the purpose of extending this development or getting to or gaining access to other property located adjacent to, beside of, or to the rear of a Lot or any Lot in this development.

16. No signs of any advertising nature shall be permitted on any Lot, tract or building, except for one sign or not more than six (6) square foot advertising a property for sale, and signs used by a builder or realtor to advertise property during construction or subsequent sale.

17. No T.V. or video satellite dishes may be placed or installed on any Lot except those installed in the interior of a dwelling or which are otherwise completely hidden from view from any street.

18. No solar panels may be installed on the front side of any building nor closer to the front property line than eighty-five (85) feet.

19. Any restrictions, covenants or conditions herein set forth may be extended, removed, modified or changed by securing the written consent of the Declarant and two-thirds of the property owners at the time of such extension, removal, modification or change, their successors or specific assigns; which written consent shall be duly executed, acknowledged and recorded in the Office of the Register of Deeds, Surry County, North Carolina, and which written consent may be given or withheld within the uncontrolled and sole discretion of the Declarant and two-thirds of the property owners, their successors or specific assigns. The Declarant reserves the right to modify the Lot sizes and boundary lines.

20. 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.

21. No Lot shall be used or maintained in an unsightly manner or as a dumping ground for rubbish, trash or debris. Rubbish, trash, debris, garbage and other waste shall be kept only in sanitary containers. All containers or other equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition. All incinerator devices, containers or other equipment used to incinerate or dispose of waste materials

are specifically prohibited and banned from being used or maintained on any Lot.

22. All driveways shall be paved or concrete, or graveled and maintained with at least 1-1/2 inches of gravel at all times.

23. An Architectural Committee shall be formed to consist of the developer (developer being defined as the seller of the remaining lots to potential buyers and builders) and the first six purchasers of property within this development. This Architectural Committee shall reserve the right to approve all of the plans for houses or buildings, including out-buildings, garages or utility buildings to be erected on any of the tracts or Lots. However, said approval shall not be unreasonably withheld.

24. The foregoing covenants, restrictions and conditions shall run with the land and shall be kept, observed, and performed by the parties charged therewith for a period of thirty-five (35) years from the date of recording of this instrument, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the owners of the lots, it is agreed to change the said covenants in whole or in part.

25. 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.

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In testimony whereof, the Declarant has caused this instrument to be executed in her name and her seal affixed this the 21st day of December, 1992.

DECLARANT:

Margaret B. Blalock (SEAL)
MARGARET B. BLALOCK

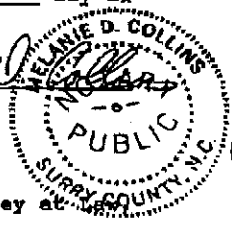
NORTH CAROLINA,
SURRY COUNTY.

I, Melanie D. Collins, a Notary Public for said County and State, do hereby certify that MARGARET B. BLALOCK, Declarant, personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants for the purposes therein stated.

Witness my hand and notarial seal this the 21st day of December, 1992.

My Commission Expires: 6/18/93

Melanie D. Collins
Notary Public



This instrument was prepared by C. Ricky Howman, Attorney at Law, Post Office 1188, Dobsco, North Carolina 27017

STATE OF NORTH CAROLINA, COUNTY OF SURRY
The foregoing or following certificate(s) of Melanie D. Collins
H.P. Surry Co

is (are) certified to be correct.
DENNIS W. "BUD" CAMERON BY: Lucille C. Long
REGISTER OF DEEDS Assistant-Deputy

FILED

'92 DEC 23 P3:50

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

22.00