


RECORDED - 924585
JEFF L. THIGPEN
REGISTER OF DEEDS
GUILFORD COUNTY, NC
BOOK: 6241
PAGE(S): 0367 TO 0372
01/14/2005 12:24:58

1 MISC DOCUMENTS 904055 \$12.00
4 MISC DOC ADDN PGS \$12.00

1 PROBATE FEE \$2.00

RECORDED - 904055
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC
BOOK: 6201
PAGE(S): 0870 TO 0875
11/04/2004 14:03:56

THIS DOCUMENT IS BEING RE-RECORDED BY THE
DRAFTING ATTORNEY TO CHANGE THE DATE IN
SECTION 16.


DENNIS E. BORING
1 MISC DOCUMENTS 924585 \$12.00
5 MISC DOC ADDN PGS \$15.00

NORTH CAROLINA

RESTRICTIVE COVENANTS
FOR TRIPLE LAKES
PHASE FOUR

GUILFORD COUNTY

PREPARED BY AND MAIL TO: DENNIS E. BORING, ATTORNEY AT LAW
PIU

KNOW ALL MEN BY THESE PRESENTS that TRIPLE LAKES DEVELOPERS, 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 Monroe Township, Guilford 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 TRIPLE LAKES SUBDIVISION, Phase Four as shown on the plats thereof recorded in Plat Book(s) 157 at Page(s) 34, 35 in the Office of the Register of Deeds of Guilford County, North Carolina.

1 NON-STANDARD DOC \$25.00

The Restrictive Covenants hereby imposed are as follows:

SECTION 1. Said lots shall be used for residential purposes only, and no structure shall be erected or allowed to remain on any lot except for one single family dwelling not to exceed two stories in height, and an attached garage for no less than two cars except as otherwise specifically approved in writing by the Declarant. No garage shall be erected such that the entry doors of the same shall face the street; unless approved by Declarant; except that a detached garage may face the street if necessary to comply with septic tank requirements. All driveways servicing any constructed single family dwelling shall be paved with concrete, except that driveways over 150 feet long may be paved with asphalt or concrete.

SECTION 2. No dwelling shall be erected or allowed to remain
PROBATE NOT REQUIRED PER

GENERAL STATUTE 47-36.1

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on Lots 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 81 and 86 if the heated area of the main structure shall be less than 2,200 square feet in the case of a one story dwelling, or less than 2,500 square feet, of which 1,100 square feet must be on the main level, in the case of a one and one-half or two story dwelling. Basement and 3rd floor square footage shall be excluded from any calculation of the total required square footage. No dwelling shall be erected on allowed to remain on Lots 82 and 83 if the heated area of the main structure shall be less than 1,600 square feet.

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SECTION 3. No cinder blocks may be used in the exposed exterior of the foundation of any dwelling or outbuilding erected on any lot. All exteriors will be at least 85 per cent brick, stone, stucco, or of such other masonry product as may be approved in writing by the Declarant. All dwellings shall have a roof pitch of at least 8/12 and have architectural type shingles. All homes shall have at least 2 trees 6 feet in height in the front yard.

SECTION 4. No fence shall be erected or allowed to remain on any lot if any portion thereof shall extend in front of the rear building line of the main structure. All fences must be approved by the Declarant and shall be of wood and of a decorative type. In no event shall chain link fences be allowed.

SECTION 5. Notwithstanding any of the foregoing provisions, no dwelling, outbuilding, garage, storage building, fence, or other structure shall be erected on any lot, unless a complete set of the building plans and specifications thereof, including a site plan indicating placement on the lot, exterior building materials, and elevations be submitted to, and approved prior to the commencement of any construction by either (a) the Declarant or (b) by the Triple Lakes Homeowners Association's Architectural Control Committee. Any plans so submitted and not expressly disapproved within thirty (30) days of their submission shall be deemed to be accepted. The Declarant expressly reserves the right to nominate any agent for the purpose of the submission of building plans, and the approval thereof. Construction must begin within one year of the purchase of the lot and be completed within a reasonable time, not to exceed one year from the commencement of construction. All garages, storage buildings, and other outbuildings must have an exterior substantially similar in appearance to the dwelling on the lot. All mailboxes must be of the same type selected by the Declarant and paid for by the owner (Note: these mailboxes are available at Carolina Mailboxes).

SECTION 6. No animals shall be kept or maintained on any lot herein restricted, except for a maximum of 3 household pets which shall be limited to dogs and cats.

SECTION 7. No residence of a temporary character shall be erected or allowed to remain on said property and no trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said property shall be used as a residence, either permanently or temporarily.

SECTION 8. No billboards or signs shall be erected or allowed to remain on said property except for "For Sale" signs or "For Rent" signs which shall not exceed three (3) feet in length and two (2) feet in width and the subdivision entry signs.

SECTION 9. Any motor home, trailer, or boat, or any other type of recreational vehicle must be parked in the garage, and cannot be parked or placed on or in any street, or in any side yard or drive or driveway located in any side yard of any lot; provided, further, no motor, trailer, boat, mobile home, or modular home shall be used as a residence either permanently or temporarily. Notwithstanding the foregoing restriction nothing herein shall prohibit the Declarant from using a mobile sales office during the entire period within which the lots in this subdivision are being sold and/or houses are being constructed on the said lots by Declarant.

SECTION 10. The 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.

SECTION 11. No lots shall be used in whole or in part for the dumping or storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye, nor shall any substance, thing or material be kept on any lot which will emit foul or obnoxious odors, or that will cause any noise that might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property. All lots shall be kept in a neat and tidy condition and shall be mowed at least three times each year, regardless of whether a home has been constructed thereon. In the event a lot has not been mowed at least three times by September 1 in any year, said lot may be mowed by the Homeowners Association and the expense thereof may be charged by the Homeowners Association to the lot owner and shall constitute a lien on said lot until paid.

SECTION 13. No satellite dishes are permitted except for satellite dishes of 18 inches or less in diameter which shall be permitted.

SECTION 14. 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 after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

SECTION 15. Minor violations of these restrictions may be waived or released in whole or in part at any time by the approval

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of the Declarant.

SECTION 16. The common areas of Triple Lakes shall be governed by the Triple Lakes Homeowners Association so as to maintain the quality of the subdivision. The Triple Lakes Homeowners Association shall be responsible for the upkeep of the subdivision signs and common area. All lot owners shall be members of the Triple Lakes Homeowners Association and shall be subject to the rules and regulations thereof, except that the Declarant may withdraw from said Association at any time at its sole election and shall not be subject to any assessments thereof without its consent. All buyers will be assessed Triple Lakes Homeowners Association dues at closing, prorated by quarter to begin ~~April 1~~ ^{JANUARY 1.}

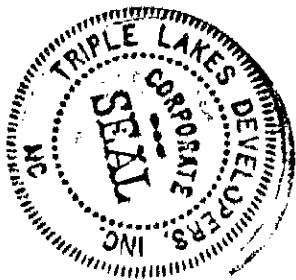
SECTION 17. A 10 foot easement for recreational walking is reserved around the ponds in Triple Lakes for the benefit of all lot owners.

SECTION 18. The Triple Lakes Subdivision has a private water system and will continue to do so for the foreseeable future. All lot owners are required to hook up to and purchase their water from this water system. Nothing contained herein shall prohibit lot owners from connecting to a public water system if such connection should become both available and required at some future time.

SECTION 19. Declarant, its successors and assigns, shall make all final interpretations as to the meaning and intent of these covenants.

SECTION 20. Property Owners of those lots abutting the common area, known as the lake, shall be responsible in maintaining the property as far down as to the water's edge of the lake.

IN WITNESS WHEREOF, TRIPLE LAKES DEVELOPERS, INC., a North Carolina Corporation, has caused this instrument to be executed this 27th day of October, 2004.



TRIPLE LAKES DEVELOPERS, INC.

BY: A. Ray Lamb (SEAL)
A. RAY LAMB, TREASURER

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STATE OF NORTH CAROLINA

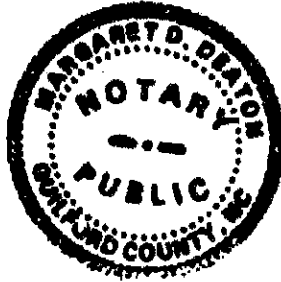
COUNTY OF GUILFORD

I, the undersigned, a Notary Public in and for GUILFORD County and the state aforesaid do hereby certify that A. RAY LAMB personally appeared before me this day and acknowledged that he is TREASURER of TRIPLE LAKES DEVELOPERS, INC. and that, by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Treasurer and sealed its corporate seal.

Witness my hand and notarial seal, this the 27th day of October, 2004.

Margaret R. Deaton
Notary Public

My Commission Expires: 1-26-2008



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KATHERINE LEE PAYNE, REGISTER OF DEEDS
GUILFORD COUNTY
201 SOUTH EUGENE STREET
GREENSBORO, NC 27402

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* * * * *

State of North Carolina, County of Guilford

The foregoing certificate of Margaret D Deaton

A Notary (Notaries) Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS

By: Meredith LA Morin
Deputy - Assistant Register of Deeds

* * * * *

**This certification sheet is a vital part of your recorded document.
Please retain with original document and submit when re-recording.**