

1838 Eastchester Drive, Suite 102  
NORTH CAROLINA High Point, NC 27265

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DECLARATION OF COVENANTS,  
CONDITIONS, RESERVATIONS AND  
RESTRICTIONS FOR SALEM GLEN  
(MUIRFIELD VILLAGE)

DAVIDSON COUNTY  
MAY 9 2001  
BY:

This Declaration is made on the date hereinafter set forth by Salem Glen Golf Club, LLC, a North Carolina Limited liability company, hereinafter referred to as "Declarant."

DAVIDSON COUNTY NC

Book 1232

Pages 1737-1744

WITNESSETH:

FILED 8 PAGE(S)  
04/24/2001 2:17 PM  
RONALD W CALLICUTT  
Register of Deeds

WHEREAS, the Declarant is the owner of real property located in Davidson County, North Carolina, more particularly described on Exhibit A ("Premises") attached hereto and incorporated herein by reference; and

WHEREAS, the Premises are subject to the Declaration of Master Covenants, Conditions, Reservations and Restrictions for Salem Glen Country Club and Residential Villages ("Master Declarations") recorded in Book 1948, Page 2116-2139, Davidson County Registry, the terms of which are incorporated by reference herein; and

WHEREAS, Developer desires to establish additional covenants, conditions, reservations and restrictions pertaining to specifically to the Premises, the following covenants, conditions, reservations and restrictions apply to each and every lot and parcel of the Premises. To the extent that these covenants, conditions, reservations and restrictions are inconsistent with the Master Declarations, the Master Declarations shall control.

**I. HOMEOWNERS ASSOCIATION**

1.1 "Phase Association" shall mean and refer to Muirfield Village Homeowners Association, Inc., its successors and assigns.

1.2 If it is determined to be necessary, every owner of a lot located in the Premises shall be a member of the Phase Association and subject to a lien for assessments. Membership shall be appurtenant to and may not be separated from ownership of any lot located in the Premises.

1.3 All owners shall be members and shall be entitled to one vote for each lot owned. When more than one person hold an interest in any lot, all such persons shall be members. The vote or votes for such lots shall be exercised among themselves determine, but in no event shall more that one vote be cast with respect to any lot.

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## II. BUILDING REQUIREMENTS

2.1 Building Plans Approval. All building plans for structures to be built on the Premises must be approved in accordance with the Master Declarations.

2.2 Building Materials. In addition to the requirements set forth in the Master Declarations, all permitted buildings shall be constructed using the following materials.

- a. The main exterior of the dwelling must be brick, stone or stucco. Exposed concrete block or poured concrete foundations and site-retaining walls must be covered with stone, brick, or stucco to complement the house materials. Other materials will be considered on a case by case basis.
- b. Primary residential roofing materials must be cedar shakes or shingles, fiberglass or asphalt shingles in colors and textures which complement the balance of the colors and materials selected for a unit.
- c. Primary colors for stucco and wood trim must be confined to lighter earth tones which are compatible with the natural environment. Also, an accurate historic replica may be considered for constructing a dwelling with white trim.
- d. Stucco and synthetic stucco must be painted earth tones - no whites.
- e. Sheet metal and PVC work such as roof caps, flashings, plumbings vents, and chimney caps must be painted to match the roof colors. Gutters and downspouts must be painted to match adjacent material.
- f. Metal windows, doors, louvers, and window and door screens will not be permitted unless by special approval of the ARC. No silver screens will be permitted.
- g. Roof stacks and plumbing vents must be placed on the rear slopes of roofs and must be painted black.
- h. Chimneys framed to receive prefabricated fireplace and flues must not appear cantilevered from the unit. They must be continuous to finish grade. Black metal shrouds (bonnets) are required for all chimneys except full masonry.
- i. Vertical supports for wood decks must be a minimum of 6" x 6" wood post, or painted metal poles which must be boxed in to appear to be a 6" x 6" wood post. On golf course and lake lots, decking must be finished with 3/8" lattice, or other suitable screening, from ground up to main deck and supports must be brick or stucco.
- j. Roof pitch on gable roofs are to be a minimum of 8/12 pitch on main body and 12/12 on accent gables (or as per ARC).

Dwelling Size. The square footage requirements set forth below apply to all dwellings to be built on the Premises. Said requirements are for enclosed heated floor area and are exclusive of the areas in heated or unheated basements, vaulted ceiling areas and attics, unheated porches of any type, attached or detached garages, unheated storage areas, decks, and patios.

Any dwelling erected on any lot shall contain not less than the following heated floor areas:

	<u>Minimum Total Heated Area</u>	<u>Minimum Ground Floor Heated Area</u>
1 Story	1600	1600
1 ½ Story	1800	1000
2 Story	2000	1000

Notwithstanding the foregoing requirements, the ARC shall have the right in its sole and absolute discretion, because of restrictive topography, lot dimensions, unusual site related conditions or other reasons, to allow variances of up to 10% of such minimum square footage requirements by specific written variance.

2.4 Maximum Height. The maximum height for any dwelling on the Premises is two stories above ground; provided that the ARC shall have the right, because of steep topography or similar reasons, to allow greater heights on rear and side elevations.

2.5 Setbacks. Each dwelling will meet the minimum setback requirements of 30 feet from the front, 25 feet from the rear and 15 feet between dwellings.

### III. PERMITTED AND PROHIBITED USES

3.1 Pool. All swimming pools must fit naturally into the topography of the proposed lot and be located to provide minimal visual impact to surrounding properties and streets. All pump, filter, etc., equipment for pools must be sited where it will not cause a nuisance to neighbors and must be screened from view. Only "Gunite" type pools are allowed. Emphasis will be placed on the consideration of views to the pool area from the golf course, adjacent properties and any streets.

- a. Finished floor elevation of the pool deck must be three (3) feet above the 100-year flood plain.
- b. Appearance, height, and detailing of all retaining walls must be approved by the ARC, and should be consistent with the architectural character of the house. Some terracing may be acceptable.
- c. Maximum pool area is 800 square feet.

- d. Any approved pool must have a fence around the pool which can be locked and secured, and any pool fence must be approved by the ARC.
- e. Glaring light source seen from the golf course, lake, or neighboring lots may not be used.
- f. Enhancement of the pool area and screening with landscaping is required.

### 3.2 Outbuildings and Exterior Features.

- a. No shed, tent, trailer, barn, or building, detached structure, or unit of any kind, temporary or permanent, shall be erected, constructed, permitted, or maintained on the Premises. Any permitted garages and outbuildings shall be of the same material, quality, general appearance and workmanship as the residence on the lot and shall be built as approved by the Developer or the ARC. All proposed gazebos, walls, fences, terraces, decks, arbors, etc. must be of a unifying design, consistent with the architectural character of the house. No exterior antennae are allowed; satellite discs are allowed as set forth in Paragraph 3.20 of the Master Declarations.
- b. Fences are discouraged and must be approved on a case-by-case basis by the ARC. Fences to be considered for rear yards must be 4' maximum height, three-rail split-rail cedar, and may have 2" x 4" welded wire fabric stretched and stapled on the inside face. Fencing in front and side yards is prohibited. Privacy fencing for lots with pools or spas may consist of a cedar shadow box design and may be a maximum 6' height. All privacy fencing must be within the building setback lines.
- c. Compressors for central air-conditioning units must be sited in a location which will not cause a nuisance to neighbors or the use of active areas on the site. Compressors must be screened by landscape or architectural treatment.
- d. Play equipment must be located where it will have a minimum visual impact on adjacent properties and streets. Metal play equipment exclusive of wearing surfaces (slide poles, climbing rungs, swing seats, etc.) should be painted a dark earth tone to blend into the surrounding environment.
- e. Exterior hot tubs must be screened from adjacent properties and streets. All pumps, filters, and other equipment for spas must be sited where they will not cause a nuisance to neighbors and must be screened from view.
- f. All exterior lighting should be a low-level, non-glare type and located to cause minimum visual impact to adjacent properties and streets.
- g. A complete landscape plan must be submitted to and approved by the ARC before completion of the dwelling. Occupancy may not occur until landscaping is complete. Each yard must be completed with an acceptable underground irrigation system which covers the entire

front yard and then the yard must be seeded and strawed with Fescue; otherwise the yard must be sodded with Fescue grass. Landscaping should relate to the existing terrain and natural features of the lot, utilizing the plant materials native to the Southeastern United States. The minimum total landscape expenditure must equal 2% of the completed home and lot contract price. The preferred landscape bed edging is a neat 4" - 6" trench. Other edging, if used, should be flush with the ground. No edging materials should be visible above grade. All mulched landscape beds should be covered with natural pine straw or chopped pine bark mulch.

- h. Recreation vehicles, campers, boats, etc., may not be stored in driveways or parked or stored on streets on a permanent basis or to exceed 24 hours.
- i. All decks must receive the approval of the ARC before being installed. If the deck is one story above the ground or higher, the ground underneath must be paved with either concrete or another acceptable material so as to make the area usable as a patio. If the deck is less than one story off the ground, acceptable lattice work must enclose the area underneath the deck. No lattice work is required for decks one-story or higher.

#### IV. MISCELLANEOUS

4.1 Covenants Shall Run With The Land. The Declarant intends that this Declaration and all of the covenants, conditions, restrictions, and reservations set forth herein shall run with the land. Any grantee, by accepting the deed to the lot or any part of the Premises, accepts the same subject to the covenants, conditions, restrictions, and reservations set forth herein and in the Master Declarations, and grantee agrees that grantee, grantee's heirs, personal representative, and assigns shall be bound by all of the covenants, conditions, restrictions and reservations set forth herein. The Phase Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all hereafter imposed by the provisions of this Declaration. Failure by the Phase Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4.2 Severability. Each and every one of the covenants, conditions, restrictions, and reservations contained herein shall be considered to be independent and separate. In the event any one or more of the covenants, conditions, restrictions, and reservations shall for any reason be held to be invalid or unenforceable all remaining covenants, conditions, and restrictions, and reservations shall nevertheless remain in full force and effect.

4.3 Waiver. No waiver, express or implied, of any breach, whether continuing or not, shall be effective unless it has been expressly agreed to in writing, and any proper waiver shall not be deemed to be a waiver of any future breach or the continuing breach unless expressly agreed to in the written waiver.

4.4 Applicable Law. This Agreement shall be construed and enforced under the laws of the State of North Carolina.

4.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, personal representatives and heirs, as the case may be.

4.6 Zoning Ordinance Shall Control. In the case of any conflict between any of the covenants, conditions, restrictions or reservations set forth herein and any applicable zoning ordinance affecting the Development of any other laws ordinance(s) or law(s) shall control.

4.7 Amendments. The covenants, conditions, restrictions or reservations set forth herein may be amended only as set forth in Paragraph 12.8 of the Master Declarations.

## EXHIBIT A

BEING all of Muirfield Village of Salem Glen Subdivision as per plat thereof recorded in Plat Book 32, Page 70 and Page 87 in the Office of the Register of Deeds of Davidson County, North Carolina.

Effective this \_\_\_\_\_ day of \_\_\_\_\_, 2000.



[CORPORATE SEAL]

Attest:

[Signature]  
H. Scott Brown  
Secretary of  
Amos-Brown Enterprises, Inc.

SALEM GLEN GOLF CLUB, LLC

By: Salem Glen Development Co., LLC  
Sole Manager of Salem Glen Golf  
Club, LLC

By: Amos-Brown Enterprises, Inc.  
Sole Manager of Salem Glen  
Development Co., LLC

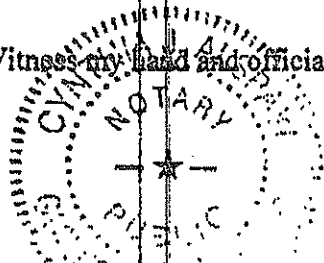
By: [Signature]  
W. McMichael Amos, Jr.  
President

NORTH CAROLINA

Gulfport COUNTY

I, Cynthia J. Alspaw, a Notary Public for Gulfport County and said State do hereby certify that H. Scott Brown personally came before me this day and acknowledged that he is Secretary of Amos-Brown Enterprises, Inc., a North Carolina Corporation and that by authority duly given and as the act of the Corporation, as Sole Manager of Salem Glen Development Co., LLC, which is the Sole Manager of Salem Glen Golf Club, LLC, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by H. Scott Brown as its Secretary for and in behalf of Salem Glen Development Co., LLC, for and in behalf of Salem Glen Golf Club, LLC.

Witness my hand and official stamp or seal, this 24 day of April, 2000.



Cynthia J. Alspaw  
Notary Public

North Carolina—Davidson County

The foregoing (or annexed) certificate(s) of \_\_\_\_\_

My Commission Expires: 10-27-02

Cynthia J. Alspaw  
Notary Public (Notaries Public) is certified to be correct  
this 24 day of April, 2001  
Ronald W. Collicutt, Register of Deeds  
[Signature]