

DRAFTED BY: James W. Amendment

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NORTH CAROLINA
FORSYTH COUNTY

Modification of Restrictive
Covenants of Brookfield Ridge
Subdivision - Plat Book 35,
Page 135

This Modification of Restrictive Covenants of Brookfield Ridge Subdivision is given this 19th day of January, 1994 by Hubbard Realty of Winston-Salem, Inc., a North Carolina corporation with an office in Winston-Salem, Forsyth County, NC and C. J. Ramey and wife Dian B. Ramey, both citizens of Winston-Salem, Forsyth County, NC (hereinafter Developers); and Martin Builders, Inc., a North Carolina corporation of Forsyth County, NC (hereinafter Builder);

WHEREAS, Developers are the original developers of Brookfield Ridge, a subdivision in Forsyth County, NC, recorded in Plat Book 35, Page 135, Forsyth County Registry; and

WHEREAS, Developers established a Declaration of Restrictive Covenants affecting said Brookfield Ridge and recorded same in Deed Book 1738, Page 190, Forsyth County Registry; and

WHEREAS, according to Paragraph 4 of said Restrictions, all lots are subject to front set-back lines of 40 feet; and

WHEREAS, Builder purchased lot 22 of Brookfield Ridge from Grantor on or about May 01, 1992 and thereafter constructed a house on same; and

WHEREAS, Builder inadvertently constructed the southwestern corner of said house 9.54 feet too close to the street right-of-way and thus violating the 40 foot set back with a set back on that corner of 30.46 feet; and

WHEREAS, Developers, pursuant to Paragraph 19 of the Restrictions, in their sole discretion, may modify the Restrictive Covenants for Brookfield Ridge when they deem it best for the general plan or scheme of development, which they do in this case of inadvertant violation of the set-back requirements on Lot 22;

NOW THEREFORE, for good and sufficient reasons satisfactory to themselves as set out hereinbefore, the Developers do modify Paragraph 4 of the Declaration of Restrictive Covenants of Brookfield Ridge Subdivision (Book 1738, Page 190), by striking in its entirety the present Paragraph 4 and in its place substituting the following:

4. SET BACK RESTRICTIONS. As to each yard there shall be total minimum side yards not more than 25 feet in width, no one of which shall be less 10 feet in width. Except for Lot 22, no building or part of a building other than steps, open porches, overhanging eaves, or cornices shall extend nearer the front property line than 40 feet. Lot 22 may be as close as 30 feet to the front property line. In the case of a corner lot, no building or part of a building, other than steps, overhanging eaves, or cornices shall extend nearer the side property line adjacent to the street than as shown on the recorded plat or 20 feet, whichever is greater.

This is the only paragraph of the Restrictions affected by this modification and the rest and remainder of the Declaration remains in full force and effect and is affirmed herein.

In witness whereof, Hubbard Realty of Winston-Salem, Inc. and C.J. Ramey and wife Dian B. Ramey have executed this document on the date first above written.

ATTEST

Hubbard Realty of Winston-Salem, Inc.

Emma B. Hubbard
Secretary
(Corporate Seal)

by Lewis E. Hubbard
President

C. J. Ramey (SEAL)
C. J. Ramey

Dian B. Ramey (SEAL)
Dian B. Ramey

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 20th day of January, 1994, personally came before me, James W. Armentrout, a notary public, Emma B. Hubbard who, being made by me duly sworn, says that he knows the Common Seal of Hubbard Realty of Winston-Salem, Inc. and is acquainted with Lewis E. Hubbard who is the _____ President of said Corporation, and that he, the said Emma B. Hubbard is the _____ Secretary of the said Corporation, and saw the said _____ President sign the foregoing instrument, and saw the Common Seal of said Corporation affixed to said instrument by said _____ President, and that he, the said Emma B. Hubbard signed his name in attestation of the execution of said instrument in the presence of said _____ President of said Corporation.

Witness my hand and notarial seal or stamp this the 20th day of January, 1994.
(Notarial Seal or Stamp)
My commission expires: 9/28/96

James W. Armentrout
Notary Public

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

I, James W. Armentrout, a Notary Public of Forsyth County, do hereby certify that C.J. Ramey and wife Dian B. Ramey grantor(s), each personally appeared before me this day and acknowledged the execution of the foregoing deed of conveyance.

Witness my hand and notarial seal or stamp this the 19th day of January, 1994.
(Notarial Seal or Stamp)
My commission expires: 3/1/97

James W. Armentrout
Notary Public

NORTH CAROLINA - FORSYTH COUNTY

The foregoing (or annexed) certificate(s) of James W. Armentrout, N.P. Joseph is (are) certified to be correct. This the 20 day of January, 1994. Come \$

and one filing fee \$35 paid.
DAN W. P. 135

L.E. SPEAS
REGISTER OF DEEDS
FORSYTH CO. N.C.

Register of Deeds, Forsyth County

by Deborah Ridd, Deputy

MAIL TO: HUBBARD REALTY, 285 S. Stratford Road, Winston-Salem, NC 27103
DRAFTED BY: Lewis E. Hubbard

NORTH CAROLINA

FORSYTH COUNTY

**DECLARATION OF RESTRICTIVE
COVENANTS**

KNOW ALL MEN BY THESE PRESENTS: That, Whereas HUBBARD REALTY OF WINSTON-SALEM, INC. and C.J. RAMEY and wife, DIAN B. RAMEY is the owner of all of the lots in the development known as BROOKFIELD RIDGE plat of which is recorded in Plat Book 35 page(s)133, in the Office of the Register of Deeds of Forsyth County, North Carolina; and whereas, the undersigned desire to impose certain restrictions and conditions upon present and future owners of said lots;

NOW, THEREFORE, the undersigned hereby covenant and agree, for themselves and their heirs, successors and/or assigns, with all persons, firms, corporations, or other parties hereafter acquiring title to lots in aforesaid development, that all of the said lots are hereby subjected to the following restrictions and conditions as to the use thereof, said conditions and restrictions to be appurtenant to and to run with all of the lots in said development, by whomsoever owned.

1. USE OF LOTS: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses.

2. SUBDIVISION OF LOTS: No residence shall be erected on less than one lot and no lot shall be subdivided except that two owners may subdivide a lot between them, but only one residence shall be built on the combined original and subdivided portion of any lots.

3. DWELLING SIZE RESTRICTIONS: No single-family dwelling shall be built, erected, altered or used unless it shall contain at least 1300 square feet of heated and finished floor space, to be measured from outside wall lines, for the main body of the structure, exclusive of porches, garages, terraces and basements, if the structure is a one-story building. A two-story building shall contain at least 1600 square feet of floor space as measured above. A split foyer, split level or 1-1/2 story building shall contain at least 1500 square feet of floor space as measured above.

4. SET BACK RESTRICTIONS: As to each lot, there shall be total minimum side yards not less than 25 feet in width, no one of which shall be less than 10 feet in width. No building or part of building other than steps, open porches, overhanging eaves or cornices shall extend nearer the front property line than 40 feet. In the case of a corner lot, no building or part of a building, other than steps, overhanging eaves or cornices shall extend nearer the side property line adjacent to the street than as shown on the recorded plat or 20 feet, whichever is greater.

5. GARAGES AND FOUNDATIONS: No front entrances basement garages shall be permitted and no bare block construction shall be permitted to show above the ground level of any house.

6. DRIVEWAYS: All driveways shall be paved or concrete.

7. ANIMALS: 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 kept provided that they are not kept, bred, or maintained for any commercial purposes and provided they are not permitted to become a nuisance to the neighborhood.

8. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for refuse or rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

10. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

11. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

12. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. PARKING: The parking on the streets of boats and campers or unregistered or unlicensed automobiles for more than twenty-four (24) hours shall not be permitted.

14. SCREENING: The erection of clothes lines, the maintenance of exterior garbage cans, the storage of boats, campers, and trailers in clear view of open recreating areas shall not be permitted unless stored in a screened enclosure, either man-made or natural.

15. ANTENNAE: No exterior radio antennae nor satellite dishes shall be permitted if visible by public view from any street.

16. FENCING: No chain link or other restraining type fencing may be erected nearer the front property line than the front wall of the single-family dwelling thereon. In the case of a corner lot, no chain link or other restraining type fencing may be erected nearer the side street than 20 feet.

17. STREETS: All streets in this development have been constructed as public streets, meeting the standards of the North Carolina Department of Transportation (NCDOT) for subdivision streets. The developer has dedicated a right-of-way, as shown on the recorded map referred to above, having a width of at least 50 feet, as of the date of the recording of this map, the streets have been inspected by the District Engineer of the NCDOT and certified as having been planned and constructed according to NCDOT standards, including those relating to grading, roadbed, paving, and drainage.

The streets may be accepted by the NCDOT for addition to the state Highway System as state maintained roads upon petition by affected lot owners when a sufficient percentage (at this time 20%) of the lots are individually owned and when there are a sufficient number of occupied dwellings for each applicable segment of street (at this time, two occupied dwellings per one-tenth mile of street, with a minimum of four occupied dwellings). Reference is made to the Regulations of the NCDOT for a more complete discussion of procedures regulating the admission of streets to the state system.

Following such a petition, the streets will be reinspected by the NCDOT to insure that they continue to meet all state standards, including condition of right-of-way and drainage ditches and swales, failing which, the streets may not be admitted to the state system.

Nothing, including but not limited to, walls, fences, gates, timbers, trees, or plants, shall be erected, placed or permitted to remain in any portion of the street right-of-way or related sight or drainage easements as shown on the recorded map of this development. No drainage ditch or swale shall be filled, tiled, or altered in any way except in accordance with the standards of the NCDOT.

18. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any

person violating or attempting to violate any covenant either to restrain violation or to recover damages.

19. DEVELOPER'S RIGHT OF MODIFICATION: HUBBARD REALTY OF WINSTON-SALEM, INC. and C.J. RAMEY and wife, DIAN B. RAMEY has developed this subdivision pursuant to a general plan or scheme of development and does not intend to abandon this general plan. However, HUBBARD REALTY OF WINSTON-SALEM, INC. and C.J. RAMEY and wife, DIAN B. RAMEY reserves the right to cancel, modify, or change any of the above restrictions by the written consent of HUBBARD REALTY OF WINSTON-SALEM, INC. and C.J. RAMEY and wife, DIAN B. RAMEY which written consent shall be duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, and which written consent may be given or withheld within the uncontrolled and sole discretion of HUBBARD REALTY OF WINSTON-SALEM, INC. and C.J. RAMEY and wife, DIAN B. RAMEY as HUBBARD REALTY OF WINSTON-SALEM, INC. and C.J. RAMEY and wife, DIAN B. RAMEY may deem best for the general plan or scheme of development.

20. APPLICABLE PERIOD: The foregoing covenants, restrictions, and conditions shall remain in full force and effect, unless sooner changed in accordance with paragraph (19) herein, until March 1, 2012 at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of five (5) years unless by a vote of a majority of the then owners of the lots agreeing to change the said covenants in whole or in part.

It is expressly understood and agreed between HUBBARD REALTY OF WINSTON-SALEM, INC. and C.J. RAMEY and wife, DIAN B. RAMEY, and all subsequent purchasers of lots in the development known as BROOKFIELD RIDGE, that all conveyances of lots or lot in said development are made subject to the foregoing covenants, conditions, and restrictions, and that they are for the protection and general welfare of the development and shall be covenants running with the land and binding upon all parties purchasing lots in said development and their heirs, successors, assigns, administrators, or executors.

No captions or titles in this Declaration of Restrictive Covenants shall be considered in the interpretation of any of the provisions hereof.

In case of conflict between any of the foregoing provisions and any Zoning Ordinances (or exceptions thereto which may lawfully be made by the Zoning Board of Adjustment) or laws which may be in effect, or which may hereafter be enacted, such Zoning Ordinances or laws shall control.

Invalidation of any one of these covenants, restrictions or conditions by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the President and _____ Secretary of HUBBARD REALTY OF WINSTON-SALEM, INC. (have hereunto set their hands and seals, this 4th day of MARCH, 1992.)

IN WITNESS WHEREOF, C.J. Ramey and wife, Dian B. Ramey (have hereunto set their hands and seals, this 5th day of MARCH, 1992.)

HUBBARD REALTY OF WINSTON-SALEM, INC.

BY: Lewis E. Hubbard
PRESIDENT

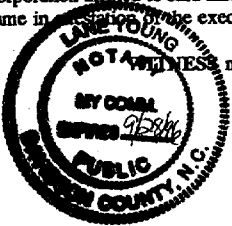
ATTEST:
Margaret W. Brown
SECRETARY

C. J. Ramey (Seal)
C. J. RAMEY

Dian B. Ramey (Seal)
DIAN B. RAMEY

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 4th day of March, 19 92, personally came before me, Lane Young, a Notary Public George D. Brown who, being by me duly sworn, says that she knows the Common Seal of HUBBARD REALTY OF WINSTON-SALEM, INC. and is acquainted with Lewis E. Hubbard who is the President of said Corporation, and that he, the said George D. Brown is the ----- Secretary of the said Corporation, and saw the said President sign the foregoing instrument, and saw the Common Seal of said Corporation affixed to said instrument by said President, and that he, the said George D. Brown signed her name in execution of the execution of said instrument in the presence of said President of said Corporation.



WITNESS my hand and Notarial Seal, this the 4th day of March, 19 92.

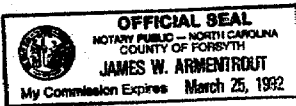
Lane Young
NOTARY PUBLIC

My Commission Expires: 9/28/96

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

I, James W. Armentrout, a Notary Public of Forsyth County, North Carolina, do hereby certify that C. J. Ramey and wife, Dian B. Ramey each personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 5th day of March, 1992.



James W. Armentrout
NOTARY PUBLIC

My Commission Expires: 3/25/92

Forsyth
NORTH CAROLINA - ~~DAVIDSON~~ COUNTY

The foregoing (or annexed) certificate of S of Lane Young, N.P. Davidson Co. NC.
James W. Armentrout, N.P. Forsyth Co. NC.
(are) certified to be correct. This the 5 day of March, 19 92
Probate and filing fees \$ paid

PRESENTED FOR
REGISTRATION
AND RECORDED

L.E. SPEAS, REGISTER OF DEEDS

Jessie Holden Deputy

'92 MAR -5 P1:29

L.E. SPEAS
REGISTER OF DEEDS
FORSYTH CO. N.C. #12.00pd DR