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FORSYTH CO, NC FEE \$26.00

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DICKIE C WOOD

REGISTER OF DEEDS

By: BETTY C CAMPBELL DPTY

BK: RE 2639

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DAVIDSON COUNTY NC

Book 1677

Pages 1083-1087

FILED 5 PAGE(S)

02/09/2006 10:24 AM

MARK C. MYERS

Register Of Deeds

ENVELOPE

DRAFTED BY: Lewis E. Hubbard

MAIL TO: HUBBARD REALTY OF WINSTON-SALEM, INC.
2110 Cloverdale Avenue, Winston-Salem, NC 27103

NORTH CAROLINA) DECLARATION OF RESTRICTIVE COVENANTS
) FOR BORDER CREEK
 FORSYTH COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas, HUBBARD REALTY OF WINSTON-SALEM, INC. AND MCGUIRE CONSTRUCTION CO., INC. (Developer) are the owners of all the lots in the development known as **BORDER CREEK** a plat of which is recorded in Plat Book 49, Page(s) 141-144, in the Office of the Register of Deeds of Forsyth County, North Carolina and also recorded in Plat Book 16, Page(s) 89 in the Office of the Register of Deeds of Davidson 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 the 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 the lots in said development, by whomsoever owned.

1. USE OF LOTS: No lots 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 1400 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 dwelling. A two-story dwelling shall contain at least 1600 square feet of floor space as measured above, with a minimum of 800 square feet on the first

floor. A split foyer or split level dwelling shall contain at least 1600 square feet of floor space as measured above, with a minimum of 1300 square feet on the main level. A one and one-half (1½) story dwelling shall contain at least 1000 square feet of floor space on the first floor, with a total of 1500 square feet within the dwelling, as measured above.

4. SET BACK RESTRICTIONS: Structures shall be located on the lots in accordance with local zoning ordinance. However, no dwelling shall be setback more than thirty (30) feet beyond the front setback line as permitted by local ordinance.

5. GARAGES AND FOUNDATIONS: No front entrance 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 be 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. GARAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as 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. LANDSCAPE AND SIGNAGE EASEMENT: The purpose of these easements on lots 1 and 113 is to permit access by the property owners within Border Creek for the purpose of planting and maintenance of the shrubs and landscaped beds and maintenance of the development entrance sign. If the landscaping is not maintained, the owner of the lot may elect to remove any or all landscaping within the easement. Plants and flowers shall be of the type commonly found in this area. No tropical plants or vegetation are permitted.

12. 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 rent, or signs used by a builder to advertise the property during the construction and sales period.

13. 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.

14. PARKING: The parking on the streets or driveways of trucks, tractor trailers, any commercial vehicles, boats, marine craft, trailers, campers, motor homes, motorcycles or any

unregistered/unlicensed vehicles overnight is prohibited within the development. All such vehicles shall be parked inside enclosed garages. Only non-commercial automobiles, pickup trucks, or suvs are permitted to be parked in the driveways overnight. Parking on yards is prohibited.

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

16. ANTENNAE: One satellite dish per lot not to exceed thirty-six (36) inches in diameter may be installed on the rear or side walls at least fifteen (15) feet behind the front wall of the dwelling.

17. 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. *However, the owner of Lot # 113 may not use chain link fencing for fencing, pet pens, etc. within 100 feet of Topaz Drive.*

18. MAILBOXES: The Developer shall approve a standard mailbox to be installed by all homebuyers at the homebuyers' expense.

19. 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 a least fifty (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 of the lots individually owned and there are a sufficient number of occupied dwellings for each applicable segment of street. 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 rights-of-way and drainage ditches and swales.

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.

20. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity any person violating or attempting to violate any covenant either to restrain violation or to recover damages.

21. DEVELOPER'S RIGHT OF MODIFICATION: HUBBARD REALTY OF WINSTON-SALEM, INC. AND MCGUIRE CONSTRUCTION CO., INC. have developed this subdivision pursuant to a general plan or scheme of development and do not intend to abandon this general plan. However, HUBBARD REALTY OF WINSTON-SALEM, INC. reserve the right to cancel, modify, or

change any of the above restrictions by the written consent of HUBBARD REALTY OF WINSTON-SALEM, INC. AND MCGUIRE CONSTRUCTION CO., INC. 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 MCGUIRE CONSTRUCTION CO., INC. as HUBBARD REALTY OF WINSTON-SALEM, INC. AND MCGUIRE CONSTRUCTION CO., INC. may deem best for the general plan or scheme of development.

22. **APPLICABLE PERIOD:** The foregoing covenants, restrictions and conditions shall remain in full force and effect. Unless sooner changed in accordance with paragraph 19 herein, for a term of (20) years from the date this Declaration is recorded, at which time said covenants, restrictions and conditions shall be automatically extended for successive periods of five (5) years unless by a vote of majority of then owners of the lots agreeing to change the said covenants on whole or in part.

23. It is expressly understood and agreed between HUBBARD REALTY OF WINSTON-SALEM, INC. AND MCGUIRE CONSTRUCTION CO., INC. and all subsequent purchasers of lots in the development, that all conveyances of a lot or lots 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.

ADDITIONAL PROVISIONS: 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 and any Zoning Ordinances for exceptions hereto 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 judgement or Court Order shall in no ways affect of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its corporate name by a duly authorized officer by the authority of its Board of Directors, the day and year first above written.

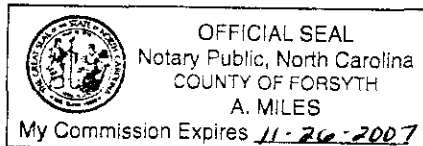
HUBBARD REALTY OF WINSTON-SALEM, INC.

By: James E. Hubbard
Vice President

MCGUIRE CONSTRUCTION CO., INC.

By: 9 10 M. [Signature] President

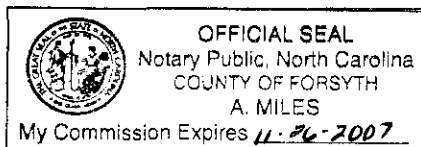
SEAL/STAMP

**NORTH CAROLINA – FORSYTH COUNTY**

I, A. Miles, a Notary Public of Forsyth County, North Carolina, certify that Lewis E. Hubbard Personally came before me this day and acknowledged that he, is Vice President of **HUBBARD REALTY OF WINSTON-SALEM, INC.** a corporation, and that he, as Vice President, being authorized to do so, executed the foregoing instrument on behalf of the corporation. Witness my hand and official seal, this 3rd day of February, 2006.

My Commission Expires: 11-26-2007 A. Miles
Notary Public

SEAL/STAMP

**NORTH CAROLINA – FORSYTH COUNTY**

I, A. Miles, a Notary Public of Forsyth County, North Carolina, certify that A. D. McGuire Personally came before me this day and acknowledged that he, is President of **McGUIRE CONSTRUCTION CO., INC.**, a corporation, and that he, as President, being authorized to do so, executed the foregoing instrument on behalf of the corporation. Witness my hand and official seal, this 3rd day of February, 2006.

My Commission Expires: 11-26-2007 A. Miles
Notary Public

NORTH CAROLINA – FORSYTH COUNTY

The forgoing certificate of _____ is certified to be correct. This instrument and this certificate are duly registered at _____ and recorded in Book _____, Page _____. This _____ day of _____, 20____.

REGISTER OF DEEDS FOR FORSYTH COUNTY

By _____
Deputy/Assistant

NORTH CAROLINA – DAVIDSON COUNTY

The forgoing certificate of _____ is certified to be correct. This instrument and this certificate are duly registered at _____ and recorded in Book _____, Page _____. This _____ day of _____, 20____.

REGISTER OF DEEDS FOR DAVIDSON COUNTY

By _____
Deputy/Assistant