

2005060406 00263

FORSYTH CO, NC FEE \$17.00

PRESENTED & RECORDED:

09-13-2005 03:50 PM

DICKIE C WOOD

REGISTER OF DEEDS

By: PATSY RUTH DAVIS DPTY

BK: RE 2600

PG: 120-121

MAIL TO: HUBBARD REALTY OF WINSTON-SALEM, INC.
2110 Cloverdale Avenue, Suite 2-C
Winston-Salem, NC 27103

Book 2600

DRAFTED BY: Bruce R. Hubbard

NORTH CAROLINA)
FORSYTH COUNTY)

MODIFICATION OF RESTRICTIVE
COVENANTS FOR DRYDEN PARK
SECTION I, PHASE 1

On this 12th day of September, 2005, Hubbard Realty of Winston-Salem, Inc, a North Carolina Corporation, does elect, pursuant to Paragraph 14 of the Restrictive Covenants for Dryden Park, Section I, Phase 1 as recorded in Book 2519, Page 3747, Forsyth County Registry, to modify the terms and conditions of said Restrictive Covenants for Dryden Park, Section I by modifying paragraph 9.F. to include the following:

An ornamental white picket fence not to exceed three (3) feet in height may be installed in the front yard.

Other than the above modification, all of the rest and remainder of the Restrictive Covenants of Dryden Park, Section I, Phase 1 shall remain in full force and effect.

In witness whereof, Hubbard Realty of Winston-Salem, Inc. has caused this instrument to be executed in its corporate name by its duly authorized officer by authority of its Board of Directors on the date first above written.

HUBBARD REALTY OF WINSTON-SALEM, INC

BY: 

President

NORTH CAROLINA - FORSYTH COUNTY

I, Susan E. Spruill, a Notary Public of Forsyth County, North Carolina, certify that Bruce R. Hubbard, personally came before me this day and acknowledged that he is President of Hubbard Realty of Winston-Salem, 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 or stamp this the 13th day of September, 20 05

(Notarial Seal or Stamp)



My Commission Expires: 9-24-05

Susan E. Spruill
Notary Public

NORTH CAROLINA - FORSYTH COUNTY

The foregoing (or annexed) certificate(s) of _____ is/are certified to be correct.

This the _____ day of _____, 20____.

REGISTER OF DEEDS

Probate & filing fee \$ _____ paid


By: _____

STATE OF NC - FORSYTH CO

The foregoing certificate(s) of:

Susan E. Spruill NP(s)
is certified to be correct at the date of recordation shown on the first page thereof,
Dickie C. Wood, Register of Deeds by: _____ Deputy/Asst.

2004085514 00171


 FORSYTH CO, NC FEE \$20.00
 PRESENTED & RECORDED:
 12-15-2004 02:33 PM
 DICKIE C WOOD
 REGISTER OF DEEDS
 By: SHANNON BOSTIC-GRIFFITH DPTY
 BK: RE 2527
 PG: 2381-2383

Drafted By: Bruce R. Hubbard ^{#126}
 Mail after recording to: Bruce Hubbard
 2110 Cloverdale Ave.
 Winston-Salem, NC 27103

NORTH CAROLINA)	FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DRYDEN PARK, SECTION I, PHASE 1
)	
FORSYTH COUNTY)	

WHEREAS, HUBBARD REALTY OF WINSTON-SALEM, INC., a corporation organized and existing under the laws of the State of North Carolina, with its principal office and place of business in the City of Winston-Salem, Forsyth County, North Carolina (hereinafter "Declarant"), caused the Declaration of Covenants, Conditions and Restrictions for Dryden Park, Section I, Phase 1 to be recorded in the Office of the Forsyth County Register of Deeds in Book 2519, Pages 3747-3753, Forsyth County Registry, (hereinafter "Declaration"), which applies to all lots in Dryden Park, Section I, Phase 1 as recorded in Plat Book 47, pages 163-164; and

WHEREAS, Declarant has the right pursuant to Paragraph 14 of the original Declaration of Covenants, Conditions and Restrictions for Dryden Park, Section I, Phase 1 to amend said Declaration, and

WHEREAS, Declarant does hereby desire to amend said Declaration.

NOW, THEREFORE, Declarant modifies the Declaration of Covenants, Conditions and Restrictions for Dryden Park, Section I, Phase 1 as follows:

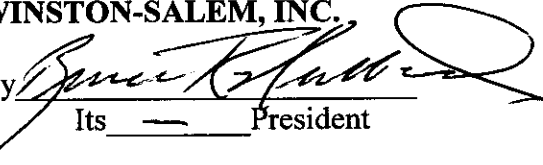
3. DWELLING SIZE AND LOCATION:

A. Size: The living area of any residential dwelling, exclusive of one-story porches, garages, carports, and patios shall be not less than 1,600 square feet for all one-story dwellings, 2,000 square feet on the two principal levels for all one-and-one-half story dwellings, and 2,200 square feet on the two principal levels of all two-story dwellings. The exterior of all foundations shall be built of brick or stone or must be approved in writing by Declarant. The only permitted exterior materials shall be brick, stone, stucco, and vinyl trim. Vinyl and cedar shakes, and painted cement board siding may also be used providing the percentage of exterior wall surface covered by the shakes and/or cement board does not exceed 25% of the total exterior surface.

Except as expressly amended herein, the restrictive covenants contained in the Declaration of Covenants, Conditions, and Restrictions for Dryden Park, Section I, Phase 1, as aforesaid, shall remain in full force and effect without change or modification.

IN TESTIMONY WHEREOF, HUBBARD REALTY OF WINSTON-SALEM, INC. has caused the foregoing document to be executed in its corporate name and by a duly authorized officer by authority of its Board of Directors, this the 15th of December, 2004.

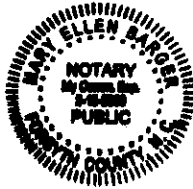
**HUBBARD REALTY OF
WINSTON-SALEM, INC.**

By 
Its _____ President

NORTH CAROLINA – FORSYTH COUNTY

I, Mary Ellen Barger, a Notary Public of Forsyth County, North Carolina, certify that Bruce R. Hubbard personally came before me this day and acknowledged that he is _____ President of HUBBARD REALTY OF WINSTON-SALEM, 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 the 15th of December 2004.



Mary Ellen Barger

Notary Public

My Commission Expires: 2-16-2009

NORTH CAROLINA – FORSYTH COUNTY

The foregoing (or annexed) certificate _____ of Mary Ellen Barger,
 Notary Public, Forsyth County, NC _____ is ~~(are)~~ certified to be correct.
 This the 15th day of December, 2004.
 Probate and filing fee \$ _____ paid.

DICKIE C. WOOD, REGISTER OF DEEDS

Register of Deeds, Forsyth County

By S. Griffith

2004078679 00269

FORSYTH CO, NC FEE \$32.00
PRESENTED & RECORDED:

11-12-2004 04:28 PM

DICKIE C WOOD

REGISTER OF DEEDS

By: PATSY RUTH DAVIS DPTY

BK: RE 2519

PG: 3747-3753

Prepared by: Brant H. Godfrey
Return to: Hubbard Realty (Box 126)

NORTH CAROLINA)
)
FORSYTH COUNTY)

**DECLARATION OF
RESTRICTIVE COVENANTS FOR
DRYDEN PARK, SECTION I, PHASE 1**

KNOW ALL MEN BY THESE PRESENTS: That Whereas HUBBARD REALTY OF WINSTON-SALEM, INC., a North Carolina corporation having its principal office in Forsyth County, North Carolina (hereinafter "Declarant") is the owner of all of the lots in the development known as DRYDEN PARK, SECTION I, PHASE 1, map of which is recorded in Plat Book 47, Page 163 - 164, in the Office of the Register of Deeds of Forsyth County, North Carolina; and whereas Declarant desires to impose certain restrictions and conditions upon present and future owners of said lots;

NOW, THEREFORE, Declarant hereby covenants and agrees, for itself and its heirs and 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. **LAND USE AND BUILDINGS:** No lot shall be used except for residential purposes, and no building of any type shall be erected, altered, or permitted to remain on any lot other than one stick-built, detached single-family dwelling and its customary appurtenant structures. Storage buildings shall be located in rear yards only and shall be screened from view from the street. When the construction of any building is once begun, work thereon shall be pursued diligently and continuously until the full completion, and must be completed in accordance with said plans within twelve months after the start of the first construction upon each building lot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities.

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 AND LOCATION:

A. Size: The living area of any residential dwelling, exclusive of one-story porches, garages, carports, and patios, shall be not less than 1,600 square feet for all one-story dwellings, 2,000 square feet on the two principal levels for all one-and-one-half story dwellings, and 2,200 square feet on the two principal levels of all two-story dwellings. The exterior of all foundations shall be built of brick or stone or must be approved in writing by Declarant. The only permitted exterior materials shall be brick, stone, stucco, and vinyl trim; cedar shakes and painted cement board siding may also be used on up to 25% of the exterior wall surface. The Declarant reserves the right to approve other exterior materials other than those mentioned herein prior to the installation of the materials.

B. Location:

(i) No residential dwelling shall be located on any lot nearer to the front lot line, rear lot line, or nearer to the side street line than the minimum building setback lines which may be shown on any plat of the subdivision, or nearer than the zoning ordinance allows for any setback.

(ii) For the purposes of this paragraph 3, eaves and steps shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

4. DRIVEWAY CONSTRUCTION: All driveways shall be paved with asphalt or concrete and installed in accordance with the driveway specifications of the Town of Lewisville.

5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

6. BUFFER YARDS: The rear yard buffer as shown on the recorded plat shall be maintained by the respective lot owner in accordance with the Subdivision Ordinance of the Town of Lewisville. No trees or shrubs may be removed from the buffer yard unless it is determined that the tree or shrub is dead or that it is endangering life or property. The use of the property within the buffer area shall be as defined by the Subdivision Ordinance.

7. STREET TREES: The street trees required for each lot shall be installed on the lot or in the right of way by the builder of the dwelling in accordance with Town of Lewisville ordinances as a condition of site plan approval (see §3b.(5) and 4(a) of the Site Plan Conditions, Dryden Park, Sections I). The street trees on or adjacent to a lot shall be maintained by the respective lot owner. The street trees shall be planted as follows:

- A. Variety shall be Red Maple (*Acer Rubrum*).
- B. When planted, the tree trunks shall be a minimum of two inches caliper measured 12 inches above the ground.
- C. Planted at 45 feet intervals as required by the Town of Lewisville.
- D. Planted a distance of three (3) feet behind the curb or sidewalk, as may be appropriate.

E. If the required street trees whose planting location abeam the 45 foot spacing marks is in conflict with a driveway or utility location, no tree shall be required after the review and approval by the Lewisville Town Planner.

8. **MAILBOXES AND GAS LAMPS:** The builder of the dwelling on a lot shall install a gas lamp and mailbox. The style of each shall be initially determined by the Declarant. The gas lamp shall be maintained by the owner of the property and shall be operable at all times, providing that natural gas is available to the community. The gas lamp shall be located 6' to 8' from the side edge of the driveway on the lot and set back 10' to 12' from the front property line. The owner of the lot shall also maintain the mailbox and kept it in good operating condition.

9. **GENERAL RESTRICTIONS:**

A. **Excavation:** No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

B. **Waste and Refuse:** No lot or other area in the subdivision shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition.

C. **Storage:** No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices, or any other thing used for building purposes shall be stored on any lot except for the purpose of construction and shall not be stored for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

D. **Outbuilding Occupancy:** No garage, garage house or other outbuilding (except for sales offices and construction trailers during the construction period) shall be occupied by any owner, tenant or other person prior to the erection of a residence.

E. **Mechanical Apparatus:** No air conditioning apparatus shall be installed on the ground in front of a residence. No air conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

F. **Fencing:** No chain link or other restraining type fencing may be erected nearer the front property line than the front foundation 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 25 feet. Privacy fencing may not be more than eight feet in height. All wood or vinyl fencing shall have the most attractive side of the fencing on the exterior side of the fence. Chain link fencing is permitted in the rear yards but only if the fencing does not exceed four feet in height and is painted either black or dark green.

G. **Antennas and Discs:** No antennas, discs, or other equipment for receiving or sending

sound or video messages shall be permitted in this subdivision, except antennas for AM and FM radio reception and UHF and VHF television reception except as permitted hereinafter. All antennas shall be located inside the attic of the main residential structure, except that one antenna may be permitted to be attached to the rear of the main residential structure and may not extend above the ridge line of the roof of the dwelling. No satellite dish or other similar structure may be placed on a lot, except a satellite dish of twenty-four (24) inches or less, provided no dish may be attached to the front facade of the home located on a lot, or closer to the front property line than the front of the home.

H. Professional Activities: No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind other than those activities permitted by the zoning classification of the lot. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. Nothing in this subparagraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.

I. 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.

J. Hobbies and Activities: The pursuit of hobbies or other inherently dangerous activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkept conditions; and such other activities shall not be pursued or undertaken on any part of any lot or common area without the written consent of Declarant.

K. 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.

L. Clothes Drying: No drying or airing of any clothing or bedding shall be permitted outdoors on any lot within the subdivision other than between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday, and 8:00 a.m. and 1:00 p.m. on Saturdays (except when any such day shall fall upon a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc., shall be stored out of sight other than during the times aforementioned.

M. Pools: No above-ground pools, except children's wading pools, shall be located on any lot in the subdivision.

N. 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 or tend to damage or destroy either private or public property.

O. Firearms and Hunting: All types of firearms and pyrotechnics, including but not limited

to, shotguns, rifles, and pistols, are prohibited from being discharged or carried on any lot; provided, however, that firearms may be kept inside any residential dwelling for protection purposes only. Hunting of any type, or discharge of any firearms, including pellet guns or B-B guns, is prohibited on any lot.

P. All garage doors shall have an electrically operating garage door.

Q. Landscape and signage easements: The purpose of these easement on lots 1, 25, 26 and 43 is to permit access by the residents for the purpose of maintenance of the planted shrubs and landscaped beds and maintenance of the development entrance columns. 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.

10. MOTORIZED VEHICLES:

A. All motorized vehicles operating on any lot must be properly mufflered so as to eliminate noises which might be offensive to others. Two- or three-wheeled motorized vehicles, as well as four-wheel "go-carts" or "beach buggy" type vehicles, are prohibited from being used or operated on any lot, provided, however, this shall not prohibit use of any vehicles by the U.S. Postal Service or by law enforcement agencies, or of licensed vehicles for necessary ingress or egress to and from any lot.

B. No boat, marine craft, hovercraft, trailer, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body, or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street in the subdivision, nor shall any such vehicle be stored in the side or rear yard of any residence unless screened or enclosed so as not to be visible. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

C. Owners or their guest may not park trucks with tonnage in excess of 2 tons or any commercial vehicle with painted signage in public view overnight within the subdivision. Excluded from this restriction are vehicles used by movers when owners are moving, and vehicles used by builders during the construction of improvements. These vehicles are permitted to park overnight only during the time they are performing the services for property owners, providing the vehicles are not obstructing traffic.

D. No vehicle of any size which transports inflammatory or explosive cargo may be kept in the subdivision at any time.

E. No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks that are in operating condition, have valid license plates and inspection stickers, and are in daily use as motor vehicles on the streets and highways of the State of North Carolina.

11. **APPLICABLE PERIOD:** The foregoing covenants, restrictions, and conditions shall remain in full force and effect, unless sooner changed in accordance with paragraph 12 herein, until January 1, 2024, at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of five years unless by a vote of a majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

12. **GOVERNMENT REGULATIONS:** No covenant or restriction contained herein shall be construed to be contrary to or in conflict with any applicable and valid law, ordinance, or regulation of any properly constituted governmental body having jurisdiction over any lot. Any variance between the provisions of this Declaration and any such applicable, valid law, ordinance, or regulation (including any amendment thereof) shall be construed so that the latter shall take precedence.

13. **CONSTRUCTION AND ENFORCEMENT:**

A. In all cases the restrictions set forth or provided for in these restrictions shall be construed together and shall be given that interpretation or construction which will best tend toward their strict enforcement, and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

B. If the owner of any of the lots subject to this Declaration or their heirs, assigns, or successors in title, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, persons, firms or corporations owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons, firms and corporations, violating or attempting to violate any such covenant, and either prevent him or them from so doing or to recover damages for such violations.

C. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the remaining provisions hereof, which shall remain in full force and effect.

14. **AMENDMENT BY DECLARANT:** Any restriction, covenant or condition hereinafter set forth may be removed, modified or changed by securing the written consent of Declarant, 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 the Declarant, and its heirs and assigns. The Declarant may convey its rights to remove, modify or change any restriction, condition or covenant of this instrument to any person, firm or corporation by instrument in writing duly recorded in the Office of the Register of Deeds of Forsyth County, North Carolina.

SEE SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, Hubbard Realty of Winston-Salem, Inc. has caused this instrument to be signed in its corporate name by its duly authorized officer by authority of its Board of Directors, this 2nd day of November, 2004.

HUBBARD REALTY OF WINSTON-SALEM, INC.

By: Bruce R. Hubbard
Bruce R. Hubbard, President

NORTH CAROLINA - FORSYTH COUNTY

I, Susan E. Spruill, a Notary Public of Forsyth County, North Carolina, certify that Bruce R. Hubbard personally came before me this day and acknowledged that he is President of HUBBARD REALTY OF WINSTON-SALEM, 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 2nd day of November, 2004.

Susan E. Spruill
My Commission Expires: 9-24-05 Notary Public



STATE OF NC - FORSYTH CO The foregoing certificate(s) of:
Susan E. Spruill NP(s)
is certified to be correct at the date of recordation shown on the first page thereof,
Dickie C. Wood, Register of Deeds by: [Signature] Deputy/Asst.