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FORSYTH CO, NC FEE \$23.00

PRESENTED &amp; RECORDED:

09-19-2006 04:09 PM

DICKIE C WOOD

REGISTER OF DEEDS

By: SHANNON BOSTIC-GRIFFITH DPTY

BK:RE 2694

PG:3553-3556

DRAFTED BY: Bruce R. Hubbard #126  
 MAIL TO: PENNSTON CORP.  
 2110 Cloverdale Ave, Winston-Salem, NC 27103

NORTH CAROLINA )  
 )  
 FORSYTH COUNTY ) **RESTRICTIVE COVENANTS FOR**  
**SPRINGFIELD FOREST, SECTION IV**

KNOW ALL MEN BY THESE PRESENTS, that Bruce R. Hubbard, Attorney-in-fact for Hubbard Realty of Winston-Salem, Inc., McGuire Construction Co, Inc., Pennston Corp., Westview Development Company, H & V Construction Co. and Ramey Development Corporation, all North Carolina Corporations with their principal offices in Winston-Salem, North Carolina, hereinafter referred to as "Developer", does hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the numbered lots shown on the plat of Springfield Forest, Section IV as recorded in Plat Book 50, Page 169, in the Office of the Register of Deeds of Forsyth County, North Carolina; as whereas, the Developer desires 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.

3A. DWELLING RESTRICTIONS - No single-family dwelling shall be built, erected, altered or used unless it shall contain at least 1,600 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 2,000 square feet of floor space as measured above. A one and one-half (1 1/2)-story dwelling shall contain at least 1,800 square feet of floor space as measured above. Split-level and split-foyer homes are not permitted. 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 35% of the total exterior surface.

4. **LANDSCAPING REQUIREMENTS:** The initial builder of the dwelling shall plant a minimum of one front yard tree, with a minimum planted height of eight (8) feet, and a minimum of one and one half inch (1 ½") caliber measured six (6) inches above the ground.

5. **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 from the front setback line as permitted by local ordinance.

6. **GARAGES AND FOUNDATIONS:** No front entrance basement garages shall be permitted. Foundations shall be brick or stone.

7. **DRIVEWAYS:** All driveways shall be paved or concrete.

8. **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.

9. **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.

10. **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.

11. **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. The Developer reserves for itself and it assigns an easement over all platted lots for the purpose of maintenance of the erosion control structures located on any lot for as long as such structures are required by erosion control ordinance.

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 the nearest side wall of the single-family dwelling. Only chain link, wood, vinyl, aluminum, stone, brick, or wrought iron fencing is permitted. The "smooth" side of the fencing material shall be facing the outside of the Lot upon which the fence is located. Chain link fencing must have either a black or dark green coating.

18. 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.

19. DEVELOPER'S RIGHT OF MODIFICATION: The Developer has developed this subdivision pursuant to a general plan or scheme of development and does not intend to abandon this general plan. However, the Developer reserves the right to cancel, modify, or change any of the above restrictions by the written consent of the Developer, 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 Developer as the Developer 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, for a term of twenty (20) years from the date this Declaration is recorded, at which time said covenants, restrictions and conditions shall be automatically extended for successive period 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.

21. It is expressly understood and agreed between the Developer 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 TESTIMONY WHEREOF, Bruce R. Hubbard, Attorney-in-fact for Hubbard Realty of Winston-Salem, Inc., McGuire Construction Co., Inc., Pennston Corp., Westview Development Company, H & V Construction Co. and Ramey Development Corporation, has caused this document to be executed and sealed in his representative capacity as Attorney-in-fact as authorized in Deed Book 1944, Page 1669 Forsyth County Registry by the six (6) owners/developers, which execution has taken place on this 30<sup>th</sup> day of August, 2006.

BY:  (SEAL)

Bruce R. Hubbard, Attorney-in-fact for Hubbard Realty of Winston-Salem, Inc., McGuire Construction Co., Inc., Pennston Corp., Westview Development Company, H & V Construction Co. and Ramey Development Corporation

## STATE OF NORTH CAROLINA – COUNTY OF FORSYTH

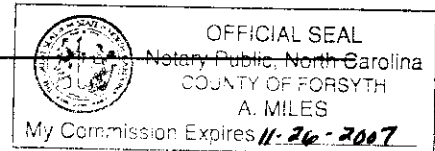
A. Miles, a notary public of Forsyth County, North Carolina, do hereby certify that Bruce R. Hubbard, Attorney-in-fact for Hubbard Realty of Winston-Salem, Inc., McGuire Construction Co., Inc., Pennston Corp., Westview Development Company, H & V Construction Co. and Ramey Development Corporation, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and on behalf of Hubbard Realty of Winston-Salem, Inc., McGuire Construction Co., Inc., Pennston Corp., Westview Development Company, H & V Construction Co. and Ramey Development Corporation, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds of Forsyth County, North Carolina in Book 1944, Page 1669, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said Bruce R. Hubbard has executed this instrument for the purposes therein expressed for and on behalf of the said Hubbard Realty of Winston-Salem, Inc., McGuire Construction Co., Inc., Pennston Corp., Westview Development Company, H & V Construction Co. and Ramey Development Corporation.

I do further certify that I am not a party to the attached instrument.

Witness my hand and notarial seal or stamp this 30 day of Aug., 2006.

My Commission Expires: 11-26-2007

A. Miles



## 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