

FORSYTH CO, NC 269 FEE: \$ 17.00  
 PRESENTED & RECORDED: 03/01/2002 4:42PM  
 DICKIE C. WOOD REGISTER OF DEEDS BY: THOMAS  
 BK2237 P1506 - P1507

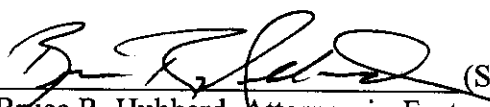
PREPARED BY: BRUCE R. HUBBARD  
 RETURN TO: BRUCE R. HUBBARD  
 2110 Cloverdale Avenue, Suite 2-C  
 Winston-Salem, NC 27103

Box 126

NORTH CAROLINA ) DECLARATION OF COVENANTS, CONDITIONS AND  
 ) RESTRICTIONS OF SPRINGFIELD VILLAGE  
 ) (SECTION 1, PHASE 2)  
 FORSYTH COUNTY )

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 Village, (Section 1, Phase 2) as recorded in Plat Book 44, Page 112, in the Office of the Register of Deeds of Forsyth County, North Carolina, that said property is hereby subjected to the same covenants, conditions and restrictions which have heretofore been recorded in Deed Book 2160, Page 930 in the Office of the Register of Deeds of Forsyth County, North Carolina, and any subsequent amendments thereto.

IN TESTIMONY WHEREOF, Bruce R. Hubbard, Attorney-in-Fact for Hubbard Realty of Winston-Salem, 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 2155, Page 4061 Forsyth County Registry by the six (6) owners/developers, which execution has taken place on this 16<sup>th</sup> day of February, 2002.

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, Developers/Owners

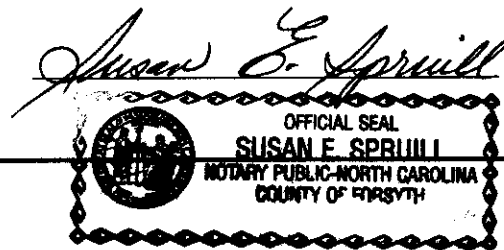
## STATE OF NORTH CAROLINA-COUNTY OF FORSYTH

Susan E. Spruill, 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 2155, Page 4061, 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 20<sup>th</sup> day of FEBRUARY, 2002.

My Commission Expires: 9-24-05



## NORTH CAROLINA-FORSYTH COUNTY

The foregoing (or annexed) certificate \_\_\_\_\_ of Susan E. Spruill, NP of \_\_\_\_\_ County, NC is (are) certified to be correct. This the 1 day of March, 2002.

Probate and Filing Fee \$ \_\_\_\_\_ paid.

Dickie C. Wood, Register of Deeds

BY: [Signature] Deputy/Assistant

MAIL TO: Bruce Hubbard 126  
 2110 Cloverdale Ave  
 W-S, NC 27103

234  
 FORSYTH CO, NC  
 PRESENTED & RECORDED: 01/31/2002 3:38PM  
 DICKIE C. WOOD REGISTER OF DEEDS BY: NELSON  
 BK2230 P1218 - P1225

DRAFTED BY: BRANT H. GODFREY BOX (90)

THIS DOCUMENT AMENDS IN ITS ENTIRETY THE  
 DOCUMENT RECORDED IN DEED BOOK 2160, PAGE 930.

NORTH CAROLINA )  
 )  
 FORSYTH COUNTY )

AMENDED  
 DECLARATION OF COVENANTS,  
 CONDITIONS, AND RESTRICTIONS  
 OF SPRINGFIELD VILLAGE

THIS DECLARATION, made on the 28th day of January, 2002, by PENNSTON CORP., HUBBARD REALTY OF WINSTON-SALEM INC., H & V CONSTRUCTION CO., RAMEY DEVELOPMENT CORP., WESTVIEW DEVELOPMENT COMPANY, and MCGUIRE CONSTRUCTION CO. INC. (all North Carolina corporations having their principal offices in Forsyth County, North Carolina, and hereinafter referred to as "Declarant"), by and through their attorney-in-fact, BRUCE R. HUBBARD, of Forsyth County, North Carolina.

WITNESSETH:

**WHEREAS**, Declarant is the owner of certain land in or near the City of Winston-Salem, County of Forsyth, State of North Carolina, which is more particularly described on the plat entitled "SPRINGFIELD VILLAGE, SECTION I, PHASE 1" recorded in Plat Book 43 at Pages 119, 120, and 121, Forsyth County Registry of Deeds.

**WHEREAS**, Declarant proposes to develop said land into a subdivision consisting of lots for sale and therefore desires to subject said land to this Declaration.

**NOW, THEREFORE**, Declarant hereby declares that all of the land described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
 DEFINITIONS

Section 1. "Association" shall mean and refer to Springfield Village Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Lot" shall mean and refer to any lot designated by number on the recorded subdivision map of the properties referred to above or any subsequently recorded subdivision map of the properties referring to this Declaration as the same may be amended from time to time. There shall be two classifications of lots in Springfield Village: Village lots and custom lots, which shall be identified as such on the recorded plat(s) of subdivision. Village lots shall be subject to additional restrictive covenants in relation to custom lots. All Springfield Village lots (Lots 1-16, inclusive, and 101-127, inclusive) recorded in Plat Book 43, pages 119, 120, and 121, Forsyth County Registry, are Village lots.

Section 5. "Declarant" shall mean and refer to Pennston Corp., Hubbard Realty of Winston-Salem Inc., H & V Construction Co., Ramey Development Corporation, Westview Development Company, and McGuire Construction Co. Inc., their successors or assigns.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Common Area(s)" shall mean and refer to any and all real property subject to this Declaration and subsequent Declaration defined and bounded by properly referenced and recorded plat(s) designated thereon as "common areas" or "common open space." Common area(s) shall include area(s) owned by the Association for the common use and enjoyment of all members or designated classes or members of the Association, including Village Green, entranceways, and their improvements.

## ARTICLE II MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Declarant shall be a member of the Association by virtue of ownership of any lot, whether subject to assessment or not.

Section 2. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

(b) Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, but provided that the

Class B membership shall be reinstated if thereafter, and before the time stated in subparagraph (2) below, additional lands are annexed to the properties and as the result of such annexation, the Declarant, and its successors and assigns, own more than one-fourth (1/4) of the total lots subject to this Declaration.

(2) on December 31, 2010, or at such earlier time as Declarant shall choose to convert his membership to Class A.

### ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS AND FEES

Section 1. Creation of the Lien and Personal Obligation of Assessments. The owner of a lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges which are common expenses; (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (c) the annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due and shall not pass to his successors in title as a personal obligation unless expressly assumed by them, regardless of the fact that it is a lien on the property purchased.

Section 2. Purpose of Assessments. The annual assessments levied by the Association shall be used to maintain the development entrance landscaping and Common Areas, if any, and to administer the Association's affairs, such uses to include (but not be limited to) the cost of repairs, replacements and additions to the development entrance landscaping and improvements, if any, and improvements, the cost of labor, equipment and materials related to their operation, the cost of management and supervision of the Association's affairs, the employment of agents, attorneys, accountants, consultants and others to represent, advise or assist the Association when necessary, and such other needs as may arise.

Section 3. Maximum Initial Assessment. The first annual assessment shall be Ninety and no/100 Dollars (\$90.00) dollars per lot. Thereafter, such assessment shall be established (and increased or decreased from time to time) by the Board of Directors of the Association. The Board of Directors may without the approval of the membership increase the annual assessment by an amount not to exceed 25% of the maximum assessment of the previous year. Any increase in excess of the 25% must be approved by two-thirds (2/3) vote of each class of membership voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement related to entrance

landscaping and Common Areas, and improvements, if any, including fixtures and personal property related thereto. If any such assessment exceeds fifty dollars (\$50.00) per lot, then such assessment shall have the assent of a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose; otherwise, such assessment shall be approved by the Board of Directors of the Association without a vote of the membership.

Section 5. Administration Fees. Administrative fees in the amount of Fifty and no/100 Dollars (\$50.00) shall be paid to the Association by the purchaser of a lot whenever the lot transfer ownership. These fees shall be used to meet the obligations for which annual assessments and special assessments are collected.

Section 6. Notice and Quorum for Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 of this Article shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

Section 7. Assessment Rate. Annual and special assessments must be fixed at a uniform rate for all lots; provided, however, that lots owned by Declarant shall not be subject to annual or special assessments.

Section 8. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all lots on the date of transfer of title from the Declarant. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each calendar year. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid, and if not, the amount due.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association's property or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (the term "mortgage" shall include a deed of trust) and ad valorem taxes. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a first mortgage or foreclosure of a tax lien or any proceeding in lieu thereof, shall extinguish the lien of

such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All property owned by the Declaration or all properties dedicated to, and accepted by, a local public authority and all properties owned by charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE IV EASEMENTS

Section 1. Utility Easement. All of the properties, including lots, and common area shall be subject to such easements for sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines, television cable lines, and other public utilities; and the Association shall have the power and authority to grant and to establish in, over, upon, and across the common area conveyed to it such further easements as are requisite for the convenient use and enjoyment of the properties.

#### ARTICLE V COMMON AREA PROPERTY RIGHTS

Section 1. Use of Common Area. Every owner (by virtue of membership in the Association) shall have a nonexclusive right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title for every lot subject to the provisions of this Declaration, the Charter, and the Bylaws of the Association, and the agreement(s) referred to in Section 3 hereof, and the following:

- (a) The right of the Association to limit the use of the common area to owners, their families, and guests.
- (b) The right of the Association to suspend voting and enjoyment rights of an owner for any period during which any assessments against his lot remains unpaid, or for any infraction of the Association's published rules and regulations.
- (c) The right of the Association to mortgage, to dedicate, or to transfer any part of the common area to any public agency, authority, utility or other entity for such purposes and subject to such conditions as may be agreed upon by the members of this Association as applicable in accordance with the terms and provisions of this declaration. No such mortgage, dedication, or transfer shall be effective unless approved by members entitled to cast two-thirds ( $\frac{2}{3}$ ) of the votes of the Class A membership and two-thirds ( $\frac{2}{3}$ ) of the votes of the Class B membership, if any, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance of the vote. The instrument effecting such dedication, transfer, or conveyance shall be sufficient if it is executed

by appropriate officers of the Association and contains a recital of the approval of the members.

Section 2. Delegation of Use. The right and easement of enjoyment granted to every owner in Section 1 of this Article may be exercised by members of the owner's family and an owner may delegate his rights of enjoyment in the common area to his tenants or contract purchasers who occupy the residence of the owner within the properties.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the common area shown on the aforementioned recorded plat to the Association, free and clear of all encumbrances and liens, except utility, antenna, drainage and landscaping easements, and easements to governmental authorities. Similarly, Declarant will convey to the Association common areas which are parts of this development as those portions are annexed in the future.

## ARTICLE VI [deleted]

## ARTICLE VII MAINTENANCE OF THE LOTS

Section 1. Maintenance of Lots. The maintenance of lots and any improvements thereon shall be the duty of the owners of such lots. If, however, in the opinion of the Association, any owner shall fail to maintain any lot owned by him in a manner which is reasonably neat and orderly or shall fail to keep improvements constructed thereon in a state of repair so as not to be unsightly, all in the opinion of the Association, the Association, in its discretion, by the affirmative vote of two-thirds ( $\frac{2}{3}$ ) of the membership of the Board of Directors, and following ten (10) days written notice to the owner, may enter upon and make or cause to be made the repairs to such improvements and perform such maintenance on the lot as the removal of trash, cutting of grass, pruning of shrubbery, seeding, and items of erosion control. The cost incurred by the Association in rendering all such services, plus a service charge of fifteen percent (15%) of such cost, shall be added to and become a part of such other assessment to which lot is subject.

Section 2. Perpetual Easement. Every lot shall be conveyed subject to a perpetual easement to the Association for purposes of the maintenance provided for in this Article, whether or not it shall be so expressed in any deed or other conveyance. By acceptance of a deed or other conveyance, each owner shall be deemed to grant such easement to the Association.

## ARTICLE VIII

Section 1 Enforcement. The Association, or any owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

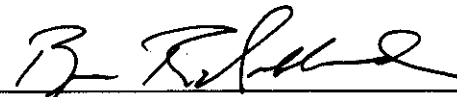


Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any provisions which shall remain in full force and effect.


Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended with the affirmative written consent of two-thirds (2/3) of the votes of each class of members. Such amendment shall be executed by the Association, shall contain a certification by an officer of the Association that two-thirds (2/3) of each class of members have consented to such amendment in writing, shall refer to the volume and page in which this instrument (and any Supplemental Declaration) is recorded and shall become effective upon recordation. Provided, however, the foregoing provisions shall not prohibit the Declarant from annexing additional properties as provided for in Section 4 of this Article.

Section 4. Annexation. Declarant reserves the right to annex additional parcels of land contiguous to the Properties and any future phases without the consent of the members.

**IN WITNESS WHEREOF**, the undersigned, being the attorney-in-fact for the Declarant corporations, set my hand and seal, all as of the day and year first above written.

By:  (SEAL)  
 BRUCE R. HUBBARD, Attorney-in-Fact for  
 PENNSTON CORP., HUBBARD REALTY OF  
 WINSTON-SALEM INC., H & V CONSTRUCTION  
 CO., RAMEY DEVELOPMENT CORPORATION,  
 WESTVIEW DEVELOPMENT COMPANY, and  
 MCGUIRE CONSTRUCTION CO. INC.

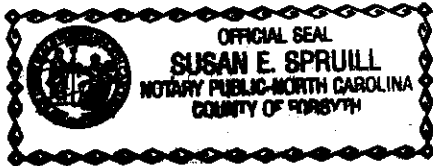
**NORTH CAROLINA - FORSYTH COUNTY**

I, , a Notary Public of Forsyth County, North Carolina, do hereby certify that **BRUCE R. HUBBARD**, attorney-in-fact for **PENNSTON CORP., HUBBARD REALTY OF WINSTON-SALEM INC., H & V CONSTRUCTION CO., RAMEY DEVELOPMENT CORPORATION, WESTVIEW DEVELOPMENT COMPANY, and MCGUIRE CONSTRUCTION CO. INC.**, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of **PENNSTON CORP., HUBBARD REALTY OF WINSTON-SALEM INC., H & V CONSTRUCTION CO., RAMEY DEVELOPMENT CORPORATION, WESTVIEW DEVELOPMENT COMPANY, and MCGUIRE CONSTRUCTION CO. INC.**, 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 2155, Page 4061, and that this instrument was executed under and by virtue of the authority given by said instrument granting him

power of attorney; and that said **BRUCE R. HUBBARD** acknowledged the due execution of the foregoing and annexed instrument for the purpose therein expressed for and in behalf of said **PENNSTON CORP., HUBBARD REALTY OF WINSTON-SALEM INC., H & V CONSTRUCTION CO., RAMEY DEVELOPMENT CORPORATION, WESTVIEW DEVELOPMENT COMPANY, and MCGUIRE CONSTRUCTION CO. INC.**

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

WITNESS my hand and official seal this 30th day of January, 2002.



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

STATE OF NC - FORSYTH CO

The foregoing certificate(s) of:

Susan E Spruill

NP(s)

is/are certified to be correct at the date of recording shown on the first page thereof.

Dickle C. Wood, Register of Deeds by:

[Signature]  
-Deputy/Asst