

Hubbard Realty of W.S. Inc.
629 Peters Creek, W.S. N.C. 27103
Attn: Bruce R. Hubbard

NORTH CAROLINA)
FORSYTH COUNTY)

RESTRICTIVE COVENANTS
WESTLAND
SECTION NO. III

KNOW ALL MEN BY THESE PRESENTS, that HUBBARD REALTY OF WINSTON-SALEM, INC., a North Carolina Corporation, hereinafter referred to herein as the "DEVELOPER", does hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the numbered lots shown on the plats of WESTLAND, Section III as recorded in Plat Book 26 at Page 174 in the Office of the Register of Deeds of Forsyth County, North Carolina, that said property is hereby subjected to the following restrictions as to the use thereof, which restrictions shall be and are covenants running with the land binding upon whomsoever shall own said property, to-wit:

1. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling, not to exceed two and one-half stories in height and a private garage for not more than three cars and other outbuildings incidental to residential use of the lot.

2. The property shall not be subdivided by any one other than the DEVELOPER, except that two adjacent owners may subdivide a lot between them, but only one residence shall be built on the combined original lot and the subdivided portion of any lot.

3. No one-story dwelling shall be used or built, altered or erected to be used unless the enclosed dwelling area of the structure on its ground, or main floor contains 1400 or more square feet of floor space as measured to the outside wall lines; provided, however, in the case of split-level dwellings, the 1400 square feet minimum shall be deemed complied with if the two principal levels of the dwelling total 1200 square feet; no split-foyer dwelling shall be used or built, altered or erected to be used unless the main body of the structure contains 1200 or more square feet of floor space as measured to the outside wall lines of the upper level, no one and one-half or two-story dwelling shall be used or built, altered or erected to be used unless the enclosed dwelling area contains 1700 or more square feet of floor space as measured to the outside wall lines.

4. No building shall be located on any lot nearer to the front lot line than 40 feet. It is understood that if there is any conflict between this restrictive covenant and the property setback line shown on the recorded plat that this restrictive covenant shall be controlling, the property setback lines on the recorded plat requirements of the Forsyth County Health Department

THIS INSTRUMENT DRAFTED BY:

Lewis E. Hubbard
(SIGNATURE OF DRAFTSMAN)

BOOK 1232P1613

which can be changed by the Forsyth County Health Department from time to time depending on the circumstances and in their discretion. For the purpose of this covenant, eaves, steps and open porches (without roofs) shall not be considered a part of a building.

5. All detached private garages or other outbuildings shall be erected at least seventy-five (75) feet from the front property line and may be placed five (5) feet from the side and rear property lines unless the same shall be a frame structure, in which case the distance shall be at least ten (10) feet. No structure will be built whereby cinder or cement block will be visible from the outside, nor any outside, aboveground, fuel or storage tanks may be used.

6. No structure of a temporary character, trailer, basement, tent, shack, garage barn or other outbuildings shall be used on this property at any time as a temporary residence.

7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the abovedescribed lots, except that dogs, cats, or other household pets may be kept provided they are not, kept, bred or maintained for any commercial purposes.

8. No noxious or offensive activities and no nuisance shall be permitted upon any lot.

9. These restrictions are made subject to a right-of-way to Southern Bell Telephone System to enter on said property in order to maintain the service lines at its own expense, and is also subject to a right-of-way to Duke Power Co. for service line on said property.

10. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain or to recover damages. Invalidation of any one of these covenants by judgment or court order shall be in no way affect any of said other provisions which shall remain in full force and effect.

11. The above restrictions and conditions are covenants running with the land, and shall be binding upon the owners of the abovedescribed property for a period of 30 years from the date of the recording of these restrictions, unless changed in accordance with the following paragraph and at the end of said 30 years, said restrictions and conditions shall automatically expire, unless extended as set out below.

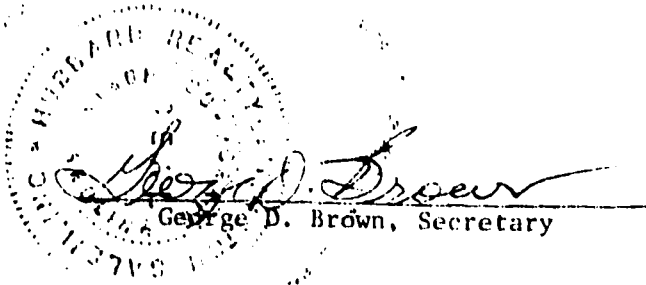
12. Any restriction, covenant or condition hereinabove set forth may be extended, removed, modified or changed by securing the written consent of the DEVELOPER, which written consent shall be duly executed, acknowledged and recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, and which written consent may be given or withheld within the uncontrolled and sole discretion of the DEVELOPER. The DEVELOPER may convey its right to move, modify or change any restriction, conditions, 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.

BOOK 1232P1614

IN TESTIMONY WHEREOF, HUBBARD REALTY OF WINSTON-SALEM, INC., has caused these presents to be signed by its President, attested by its Secretary and has caused its common seal to be affixed hereto this the 3rd day of April, 1978.

HUBBARD REALTY OF WINSTON-SALEM, INC.

BY: Lewis E. Hubbard
President



STATE OF NORTH CAROLINA, FORSYTH COUNTY

A C K N O W L E D G E M E N T

This the 3rd day of April, 1978, personally came before me, Bettie L. Slaughter a Notary Public, George D. Brown, who, being 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 the 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 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 stamps this the 3rd day of April, 1978.

Bettie L. Slaughter
Notary Public

My Commission Expires:

September 1, 1979

STATE OF NORTH CAROLINA - Forsyth County

The foregoing (or annexed) certificate of Bettie L. Slaughter N.P. is certified to be correct. This the 3rd day of April, 1978.

**PRESENTED FOR
REGISTRATION
AND RECORDED**

APR 3 1978

Probate Fee 50¢ paid.

**EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CTY. N.C.**

\$4.00 pa

52

Eunice Ayers, Register of Deeds

BY: Jessie Gold, Deputy

BOOK 1232P 1615