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 REGISTER OF DEEDS
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RETURN TO:

#120 HUBBARD REALTY OF WS NC
2110 Cloverdale Ave.
Winston Salem, NC 27103

NORTH CAROLINA)
FORSYTH COUNTY)

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR ARBOR ESTATES**

KNOW ALL MEN BY THESE PRESENTS that Hubbard Realty of Winston-Salem, Inc., hereinafter called "Declarant," does hereby covenant and agree to and with all persons, firms and corporations hereinafter acquiring lots in the Subdivision known as **Arbor Estates**, that each and every lot is hereby subjected to the following restrictions as to their use, the said restrictions being appurtenant to and running with the said land by whomsoever owned. These said restrictions shall apply to each and every lot of the property known as Arbor Estates as platted and recorded in Plat Book 53, Page 35, Forsyth County Registry.

Additional real property may become subject to this Declaration by recordation of any supplemental declarations by the Declarant or by any other entities who submit such additional units of land to this Declaration with the written consent of the Declarant herein wherein any such additional lands are specifically made subject to and governed by all or a portion of this Declaration and such other covenants, conditions, restriction, rights and obligations as the Declarant in its sole discretion shall deem appropriate.

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

1.1 Residential Use. All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed two (2) stories in height, said residence shall be constructed to comply with the North Carolina Building Code as a minimum standard.

1.2 Restrictions on Resubdivision. None of the lots shall be subdivided; however, consolidation may take place where one (1) lot is divided and added to two (2) adjoining lots.

1.3 Driveways. All driveways shall be concrete. All driveway connections shall be made in accordance with the Town of Lewisville specifications. All culverts installed in the right-of-way or tied onto existing drainage systems shall be designed and installed in accordance with the Town of Lewisville's specifications. It shall be the implicit responsibility of the owner/builder to ensure compliance. Each owner shall comply with all restriction of the Town of Lewisville for the ultimate inclusion of the Subdivision into the Town of Lewisville public roads system of the Town of Lewisville.

1.4 Minimum Floor Area. The total heated/air-conditioned living area of the main residential structure as measured to the outside of exterior walls, but exclusive of open porches, garages, patios and detached accessory buildings, shall not be less than two thousand (2,000) square feet if it is a one (1) story living unit. On buildings of two (2) or more floors, the minimum shall be two thousand four hundred (2,400) square feet, with a minimum of one thousand two hundred (1,200) square feet on the first floor. On split-level structures, the minimum living area shall be one thousand six hundred (1,600) square feet on the main level, with no less than a total of two thousand four hundred (2,400) square feet of living area; and on buildings of one and one-half (1-1/2) stories, the first floor shall have a minimum of one thousand six hundred (1,600) square feet with a total of two thousand four hundred (2,400) square feet within the living unit.

1.5 Building Materials.

(a) The exterior of all foundations shall be built of brick or stone or must be approved by Declarant. The only permitted exterior materials shall be brick, stone or stucco. Cedar and/or vinyl shakes and painted cement board siding may also be used on up to 15% of the exterior wall surface.

(b) No log construction shall be used.

1.6 Side Line and Front Line Setback Restrictions. As to each lot, there shall be total minimum side yard not less than twenty-five (25) feet in width, no one of which shall be less than ten (10) feet in width. No building or part of a building other than steps, open porches, overhanging eaves, or cornices shall extend nearer the front property line than thirty (30) feet. In the case of a corner lot, on building or part of a building other than steps, overhanging eaves or cornices shall extend nearer the side property line adjacent to the street than as shown on the recorded plat or twenty (20) feet, whichever is greater.

1.7 Fences and Walls. No fence or wall shall be permitted to extend nearer to any street than the front building line of the residence. On any corner lot the setback from the side street shall be twenty (20) feet to any fencing. Fences or walls erected by Declarant shall become the property of the owner of the lot on which the same are erected and, as such, shall be maintained and repaired by such owner except as provided in Article III. No portion of any fence shall extend above eight (8) feet in height.

1.8 Easements. The developer reserves and retains an easement extending ten (10) feet to each side of all property lines shown on the recorded plat for the installation of utility lines, sewer lines, drainage lines and ditches for the benefit of the lots or any land, adjacent thereto. The developer further reserves and retains an easement or easements for the installation of sewer lines extending ten (10) feet to each side of all rear property lines (twenty (20) feet wide in total). The right to use such easement(s) may be granted by the developer to utility companies for specific use without the developer disposing of its right to use or to grant additional parties easement(s) for one or more reserved uses. The developer reserves the right to dispose of or release the easement(s) if not theretofore specifically granted, by the execution of a written

release to be recorded in the office of the Register of Deeds of Forsyth County, North Carolina. The developer further reserves a 10-foot wide easement along all property lines touching a dedicated street to cut, slope and fill for the purpose of meeting the Town of Lewisville's requirements for acceptance. Such easement shall not exist after addition of a street to the Town of Lewisville's street system for maintenance. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement, which may traverse a portion of the lot.

1.9 Street Trees. The street trees required for each lot shall be installed on the lot in the right of way by the builder of the dwelling in accordance with the Town of Lewisville ordinances as a condition of site plan approval for the development. The street trees on or adjacent to a lot shall be maintained by the respective lot owner.

1.10. Mailboxes. The builder of the dwelling on a lot shall install a mailbox. The Declarant shall initially determine the style of the mailbox. The owner of the lot shall maintain the mailbox and keep it in good operating condition.

1.11 Uses Specifically Prohibited.

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouse, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a lot only in places which are not visible from any street on which the lot fronts) shall be permitted on any lot except that the builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a given lot during construction of the residence on that lot. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected.

(b) No boat, marine craft, hovercraft, 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, no shall any such vehicle be stored in the side or rear yard of any residence unless completely concealed from public view. 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) Trucks with tonnage in excess of one (1) ton and any vehicle with painted advertisement shall not be permitted to park in public view overnight within the subdivision except those used by a builder during the construction or improvements.

(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 and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of North Carolina.

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept on any property in the subdivision except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animal that may interfere with the quietude, health or safety of the community. No more than four (4) pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.

(g) 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. Materials incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay.

(h) 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.

(i) 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.

(j) No antennas, discs or other equipment for receiving or sending sound or video messages shall be permitted in this subdivision, except antennas for AM or FM radio reception and UHF and VHF television reception. All antennas shall be located inside the attic of the main residential structure, except that one (1) antenna may be permitted to be attached to the roof of the main residential structure and to extend above said roof a maximum of five (5) feet and one (1) satellite disc or other instrument or structure may be placed in the backyard so long as it is completely screened from view from any street.

(k) No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the subdivision, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. 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 homeowner's use and enjoyment of their residences and yards.

(l) Except for children's playhouses, doghouses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any lot, it being the intention that only new construction be placed and erected therein.

(m) Within easements on each lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and

maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

(n) No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for rent or sale, or signs used by a builder to advertise the property during the construction and sales period.

(o) The drying of clothes in full public view is prohibited. The owners and occupants of any lots at the intersections of streets where the rear yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is incident to normal residences, such as clothes drying equipment, yard equipment, etc.

(p) Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted anywhere within the subdivision.

(q) Tennis courts or swimming pools must be in rear yard and screened and fenced to control lighting, noise and access from neighboring lots.

(r) No lot or portion of any lot in this Arbor Estates Subdivision may be used as a dedicated street or right-of-way to any property lying adjacent to Arbor Estates without the express written consent of the declarant.

1.12 The Declarant reserves the right for itself or its assigns to approve the architectural design, remodeling, maintenance, repair and construction plans of buildings upon the lots in the development.

1.13 Streets. All streets in this development have been constructed as public streets, meeting the standards of the Town of Lewisville for subdivision streets. The developer has dedicated a right-of-way as shown on the recorded map referred to above, having a width of at least fifty (50) feet. As of the date of the recording of this map, the streets have been inspected by the Town of Lewisville and they meet the Town's standards, including those relating to grading, roadbed, paving and drainage. 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 Town of Lewisville. Any owner who does, or causes to be done, any improvement which does not comply with the standards of the Town of Lewisville, shall be liable for the costs of bringing said improvements up to the Town of Lewisville standards.

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 10th day of September, 2007.

HUBBARD REALTY OF WINSTON-SALEM, INC.

By: 
Bruce R, Hubbard, President

NORTH CAROLINA - FORSYTH COUNTY

I, A. Miles, 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 10 day of Sept., 2007.

A. Miles
Notary Public

My commission Expires: 11-26-2007

