

MAIL TO: HUBBARD REALTY, 285 S. Stratford Road, Winston-Salem, N.C. 27103

THIS INSTRUMENT DRAFTED BY:

Lewis E. Hubbard
(Signature of Draftsman)

112

NORTH CAROLINA)
)
FORSYTH COUNTY)

DECLARATION OF RESTRICTIVE COVENANTS
FOR
LEWISVILLE TRAILS, SECTION II

KNOW ALL MEN BY THESE PRESENTS: That, whereas, HUBBARD REALTY OF WINSTON-SALEM, INC. is the owner of all the lots in the development known as LEWISVILLE TRAILS, SECTION II, a map of which is recorded in Plat Book 31, page 60, in the Office of the Register of Deeds of Forsyth County, North Carolina; and whereas, the undersigned 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 and assigns, with all persons, firms, corporations, of 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. USE OF LOTS: No lot 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.

3. MINIMUM SQUARE FOOTAGE: In no event shall any Living Unit contain less than:

- (a) 1100 square feet of Living Area on the main floor if it is a one-story Living Unit;
- (b) 1700 square feet of Living Area if the Living Unit has two or more floors, with a minimum of 900 square feet on the first floor;
- (c) 1000 square feet of Living Area on the main level if the Living Unit is a split-level structure, with no less than a total of 1400 square feet of Living Area;
- (d) 900 square feet of Living Area on the first floor if it is a one and one-half(1-1/2) story Living Unit with a total of 1300 square feet within the Living Unit (the inside of the top floor need not be finished).

4. SETBACK RESTHICITONS: As to each lot, there shall be total minimum side yards not less than 25 feet in width, no one of which shall be less than 10 feet in width. No building or part of building, other than steps, open porches, overhanging eaves or cornices shall extend nearer the front property line than 40 feet. In the case of a corner lot, no building or part of a building, other than steps, overhanging eaves or cornices shall extend nearer the side property line adjacent to the street as shown on the recorded plat or 20 feet, whichever is greater.

5. FOUNDATIONS: No bare block construction shall be permitted to show above the ground level of any house.

6. DRIVEWAYS: All driveways shall be paved.

7. 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.

8. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. PARKING: The parking on the streets of boats and campers or unregistered or unlicensed automobiles for more than twenty-four (24) hours shall not be permitted.

14. SCREENING: The erection of clothes lines, the maintenance of exterior garbage cans, the storage of boats, campers and trailers in clear view of open recreating areas shall not be permitted unless stored in a screened enclosure, either man-made or natural.

15. STREETS: All streets in this development have been constructed as public streets, meeting the standards of the North Carolina Department of Transportation (NCDOT) 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 District Engineer of the NCDOT and having verified that the streets have been built to State standards, including those relating to grading, roadbed, paving and drainage.

The streets may be accepted by the NCDOT for addition to the State Highway System as state maintained roads upon petition by affected lot owners when a sufficient percentage (at this time 20%) of the lots are individually owned and when there are a sufficient number of occupied dwellings for each applicable segment of street

(at this time, two occupied dwellings per one-tenth mile street, with a minimum of four occupied dwellings). Reference is made to the Regulations of the NCDOT for more complete discussion of procedures regulating the admission of streets to the State System.

Following such a petition, the streets will be reinspected by the NCDOT to insure that they continue to meet all state standards, including condition of right-of-way and drainage ditches and swales, failing which, the streets may not be admitted to the State System.

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 NCDOT.

16. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages.

17. DEVELOPER'S RIGHT OF MODIFICATION: HUBBARD REALTY OF WINSTON-SALEM, INC. has developed this subdivision pursuant to a general plan or scheme of development, and does not intend to abandon this general plan. However, HUBBARD REALTY OF WINSTON-SALEM, INC. reserves the right to cancel, modify, or change any of the above restrictions by the written consent of HUBBARD REALTY OF WINSTON-SALEM, INC., 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 HUBBARD REALTY OF WINSTON-SALEM, INC. as it may deem best for the general plan or scheme of development.

18. APPLICABLE PERIOD. The foregoing covenants, restrictions and conditions shall remain in full force and effect, unless sooner changed in accordance with paragraph 17 herein, until December 31, 2008, at which time said covenants, restrictions and conditions shall be automatically extended for successive periods of five (5) 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.

It is expressly understood and agreed between HUBBARD REALTY OF WINSTON-SALEM, INC. and all subsequent purchasers of lots in the development known as LEWISVILLE TRAILS, SECTION II, that all conveyances of lots or a lot 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.

19. No captions or titles in this Declaration of Covenants, Restrictions and Conditions shall be considered in the interpretation of any of the provisions hereof.

20. In case of conflict between any of the foregoing provisions and any Zoning Ordinances (or exceptions thereto 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.

21. Invalidation of any one of these covenants, restrictions or conditions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the President and Secretary of HUBBARD REALTY OF WINSTON-SALEM, INC. have hereunto set their hands and seals, this 1st day of October, 1986.

HUBBARD REALTY OF WINSTON-SALEM, INC.

By: Lewis E. Hubbard
President

Attest:

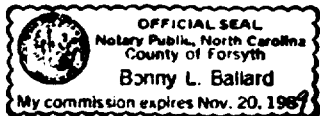
George D. Brown
Secretary

[Corporate Seal]

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

I, Bonny L. Ballard, a Notary Public for the County of Forsyth, State of North Carolina, do hereby certify that George D. Brown came before me this day and acknowledged that he is the Secretary of HUBBARD REALTY OF WINSTON-SALEM, INC., a North Carolina corporation, and that by authority duly given and as the act of said Corporation, the foregoing and annexed instrument was signed in its name by Lewis E. Hubbard, its President, sealed with its corporate seal, and attested by himself as its Secretary.

WITNESS my hand and official seal, this the 2nd day of October, 1986.



Bonny L. Ballard
Notary Public

My Commission Expires: November 20, 1989.

State of North Carolina - Forsyth County

the foregoing (or annexed) certificate _____ of

Bonny L. Ballard
717 Forsyth Co NC

is hereby certified to be correct.

This 2nd day of October, 1986

L. E. Speas, Register of Deeds

PRESENTED FOR
REGISTRATION
AND RECORDED

By: [Signature] _____

Oct 2 4 1986

PROBATE FEE \$1.00 PAID

L. E. SPEAS
REGISTER OF DEEDS
FORSYTH CTY. N.C.

7B #3.50pd

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