

STATE OF NORTH CAROLINA)
)
COUNTY OF FORSYTH)

RESTRICTIVE COVENANTS

LINVILLE MANOR

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KNOW ALL MEN BY THESE PRESENTS, that HUBBARD REALTY OF WINSTON-SALEM, INC., a North Carolina corporation, 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 LINVILLE MANOR recorded in Plat Book 25 page 79 in the Office of the Register of Deeds of Forsyth County, North Carolina, and 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:

(a) 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 two cars and other out-buildings incidental to residential use of the lot.

(b) No building shall be erected on any residential lot nearer any street line than forty (40) feet; and with respect to a corner lot, no residence shall be located nearer than fifteen (15) feet to the side street line; with respect to corner lots, the front lot line shall be deemed the street line having the shorter frontage, and any building consisting of a residence erected on such corner lot shall face the front lot line. No building other than a residence shall be located nearer than thirty (30) feet to a side street line, and no buildings including a residence, shall be located nearer than ten (10) feet to any side lot line; provided, that a garage on an interior lot may be located within three (3) feet of a side lot line if such garage is located at least one hundred (100) feet from the street.

(c) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(d) No residential structure shall be erected or placed on any lot, which lot has an area of less than fifteen thousand (15,000) square feet or a width of less than seventy-five (75) feet at the front building setback line.

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(e) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(g) No dwelling costing less than \$13,000.00 based upon cost levels prevailing on the date these covenants are recorded, shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain not less than 1300 square feet of heated area in the case of a one-story structure, nor less than 700 square feet of heated area in the case of a one and one-half or two story structure; and in the case of a split-level or similar design houses, the main structure shall contain not less than 1500 square feet of heated floor space. (It is intended to require in each instance the erection of such building as would have cost not less than the minimum cost provided if the same had been erected on the date these covenants were recorded).

(h) No cinder block, concrete or concrete block in any structure shall be visible from the street.

(i) There is hereby reserved over the rear ten feet of each lot an easement for installation and maintenance of utilities and drainage facilities; provided, however, that if an easement for installation and maintenance of such utilities and drainage facilities is shown on the recorded map of LINVILLE MANOR and/or any other easements of record, that such easements shall take precedence over the easement hereby set forth

(j) Household pets may be kept for non-commercial purposes on any lot if they are properly confined and do not constitute a nuisance.

(k) No billboards or signs shall be erected or allowed to remain on said property 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.

(l) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(m) No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of Forsyth County, North Carolina

(n) All driveways shall be paved with either concrete or asphalt or similar type material.

(o) Any restriction, covenant or condition hereinabove set forth may be removed, modified or changed by securing 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. Hubbard Realty of

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Winston-Salem, Inc., may convey its right to remove, modify or change any restriction, condition, 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.

(p) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the dates these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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 29 day of September, 1973.

HUBBARD REALTY OF WINSTON-SALEM, INC.

BY Lewis E. Hubbard
President

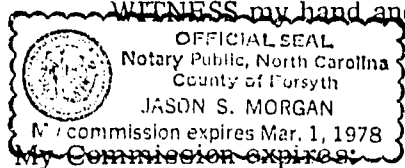
ATTEST:

George D. Brown
Secretary

STATE OF NORTH CAROLINA - Forsyth County

This 29th day of September, 1973, personally came before me, Jason S. Morgan, 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 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, this the 29th day of September, 1973.



Jason S. Morgan
Notary Public

March 1, 1978

STATE OF NORTH CAROLINA--Forsyth County

The foregoing (or annexed) certificate of Jason S. Morgan, Notary Public (here give name and official title of the officer signing the certificate—passed upon)

Forsyth Co., N.C.

is (are) certified to be correct. This the 1st day of October 19 73.

Probate fee 50¢ paid.

PRESENTED FOR
REGISTRATION
AND RECORDED

OCT 1 4 17 PM '73

EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CTY. N.C.
R.13

Eunice Ayers, Register of Deeds

By L. M. Larkley Deputy Assistant

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