

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. **GARAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as 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 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 satellite and/or television receiving dishes, clothes lines, the maintenance of exterior garbage cans, the storage of boats, campers, and trailers in clear view of a public street shall not be permitted unless stored in a screened enclosure, either man-made or natural.
15. **ANTENNAE:** No exterior radio antennae nor satellite dishes shall be permitted if visible by public view from any street.
16. **FENCING:** No chain link or other restraining type fencing may be erected nearer the front property line than the front wall of the single-family dwelling thereon. In the case of a corner lot, no chain link or other restraining type fencing may be erected nearer the side street than 20 feet.
17. **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 certified as having been planned and constructed according to NCDOT 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 of the lots are

individually owned and when there are a sufficient number of occupied dwellings for each applicable segment of street. Reference is made to the Regulations of the NCDOT for a 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 rights-of-way and drainage ditches and swales.

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.

18. 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.

19. DEVELOPER'S RIGHT OF MODIFICATION: HUBBARD REALTY OF WINSTON-SALEM, INC. -AND- MCGUIRE CONSTRUCTION CO., INC. have developed this subdivision pursuant to a general plan or scheme of development and do not intend to abandon this general plan. However, HUBBARD REALTY OF WINSTON-SALEM, INC. -AND-MCGUIRE CONSTRUCTION CO., INC. reserve the right to cancel, modify, or change any of the above restrictions by the written consent of HUBBARD REALTY OF WINSTON-SALEM, INC. -AND- MCGUIRE CONSTRUCTION CO., 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. -AND-MCGUIRE CONSTRUCTION CO., INC. as HUBBARD REALTY OF WINSTON-SALEM, INC. -AND-MCGUIRE CONSTRUCTION CO., INC. may deem best for the general plan or scheme of development.

20. APPLICABLE PERIOD: The foregoing covenants, restrictions and conditions shall remain in full force and effect. Unless sooner changed in accordance with paragraph 19 herein, for a term of twenty (20) years from the date this Declaration is recorded, 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 agreeing to change the said covenants in whole or in part.

21. It is expressly understood and agreed between HUBBARD REALTY OF WINSTON-SALEM, INC. -AND- MCGUIRE CONSTRUCTION CO., INC. and all subsequent purchasers of lots in the development known as PEPPERTREE, SECTION TWO, PHASE ONE, that all conveyances of a lot or lots 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.

ADDITIONAL PROVISIONS: No captions or titles in this Declaration of Restrictive Covenants shall be considered in the interpretation of any of the provisions hereof.

In case of conflict between any of the foregoing provisions and any Zoning Ordinances for exceptions hereto 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.

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.

9K1735 P0293

IN WITNESS WHEREOF, HUBBARD REALTY OF WINSTON-SALEM, INC. -AND-
MCGUIRE CONSTRUCTION CO., INC. have hereunto set their hands and seals, this the 3rd day
of FEBRUARY, 1992.

HUBBARD REALTY OF WINSTON-SALEM, INC.

BY: *James E. Hubbard*

President

ATTEST:

George D. Brown

Secretary
(Corporate Seal)

MCGUIRE CONSTRUCTION CO., INC.

BY: *A. M. McGuire*

President

ATTEST:

Ann D. Patterson

Secretary
(Corporate Seal)

STATE OF NORTH CAROLINA - Forsyth County

I, _____ a Notary Public of Forsyth County, North Carolina do hereby certify that _____ grantor(s), each personally appeared before me this day and acknowledged the execution of the foregoing deed of conveyance.

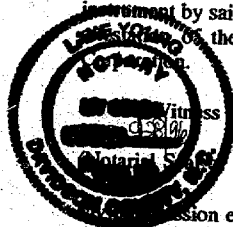
Witness my hand and notarial seal or stamp this the _____ day of _____, 19 _____

(Notarial Stamp or Seal)

My commission expires _____, 19 _____, Notary Public

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 3rd day of February, 19 92 personally came before me, Lane Young 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 the execution of said instrument in the presence of said _____ President of said



Witness my hand and notarial seal and stamp this the 3rd day of February 19 92

(Notarial Stamp)

My commission expires: 9/28/96

Lane Young
Notary Public

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

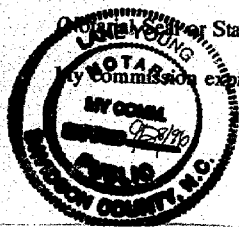
This 3rd day of February 19 92, personal came before me, Lane Young a notary public, Doris A. Patterson who, being by me duly sworn, says that he knows the Common Seal of MCGUIRE CONSTRUCTION CO., INC. and is acquainted with A. D. MCGUIRE, JR. who is the _____ President of said Corporation, and that he, the said Doris A. Patterson 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 Doris A. Patterson 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 stamp this the 3rd day of February, 19 92

(Notarial Stamp)

My commission expires: 9/28/96

Lane Young
Notary Public



STATE OF NORTH CAROLINA - Forsyth County

The foregoing (or annexed) certificate of _____ of _____ PRESENTED FOR _____ AND RECORDED _____ Official title of the officer signing the certificate _____ passed upon)

Davidson
Lane Young N.P.

(are) certified to be correct. This the 22 FEB 92 at 1:51 Feb 19 92

L.E. SPEARS E. Speas, Register of Deeds
REGISTER OF DEEDS
FORSYTH COUNTY, N.C. by Jessie Gadden Deputy Assistant

Probate and Filing Fee \$ 14.00 paid. DR