

DRAFTED BY: Bruce R. Hubbard  
MAIL TO : HUBBARD REALTY, 285 S. Stratford Road, Winston-Salem, N.C. 27103

57

NORTH CAROLINA )  
                  )       DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FORSYTH COUNTY  )                               FOR WINDSOR PARK, SECTION 2A

THIS DECLARATION is made on the date hereinafter set forth by PENNSTON CORP., a North Carolina corporation, hereafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County of Forsyth, State of North Carolina, which is more particularly described as follows:

ALL of those certain parcels of land shown on the plat entitled "WINDSOR PARK, SECTION 2A", which appears of record in the Office of the Register of Deeds of Forsyth County, North Carolina, in Plat Book 33, page 115.

AND WHEREAS, Declarant will convey the said property subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as set forth in that certain document entitled "RESTRICTIVE COVENANTS", recorded in Deed Book 1509, page 0884, as amended by Amendment recorded in Book 1530, page 1736, which said documents and the contents thereof are incorporated herein by reference and made a part hereof as fully as though the same were set out in their entirety.

AND WHEREAS, in addition to the "Restrictive Covenants" hereinabove mentioned, Declarant will convey the said property also subject to the following:

- 1) The developer hereby reserves for itself, successors and assigns, the right of easements for the installation and maintenance of a sanitary sewer main across all lots within the subdivision for the benefit of an individual subdivision lot, all development lots or other properties as may be determined by the developer. The location of the easement is as shown on the unrecorded preliminary plan prepared by Beeson Engineering, Inc., dated June 30, 1988.
- 2) The developer hereby reserves for the residents of all sections of WINDSOR PARK approximately one (1) acre of land for the residents to construct specifically a pool and tennis facility. However, should such facility not be constructed prior to January 1, 2000, this reservation commitment will expire. The developer reserves the right to approve all facility membership requests from residents outside of the Windsor Park development as developed by the Pennston Corp. (This provision shall include developed and undeveloped properties.)

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the said easements, covenants, conditions and restrictions set out in said "Restrictive Covenants" recorded in Book 1509, page 0884, as amended which as above stated are incorporated herein by reference, as well as the additional restrictions outlined in paragraphs 1 and 2 above, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of real property. All said easements, covenants, conditions and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall insure to the benefit of each owner thereof.

1665P1642

IN WITNESS WHEREOF, the undersigned PENNSTON CORP., a North Carolina corporation, has caused these presents to be signed by its President, attested by its Secretary, and has caused its Common Seal to be affixed hereto.

PENNSTON CORP.

By: Mary S. Hubbard  
MARY S. HUBBARD, President

ATTEST

Bruce R. Hubbard  
BRUCE R. HUBBARD, Secretary

[Corporate Seal]

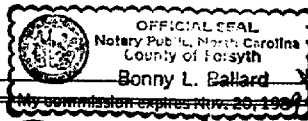
STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 27 day of March, 19 89, personally came before me, Bonny L. Ballard notary public, Bruce R. Hubbard (Name of Secretary or Asst. Secretary) who, being by me duly sworn, says that he knows the Common Seal of PENNSTON CORP. and is acquainted with Mary S. Hubbard who is the -- President of said Corporation, and that he, the said Bruce R. Hubbard 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 Bruce R. Hubbard (Name of Secy. or Asst. Secy.) 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 27 day of March, 19 89.

(Notarial Seal or Stamp)

My commission expires: November 20, 1989



Bonny L. Ballard  
Notary Public

NORTH CAROLINA - Forsyth County

The foregoing (or annexed) certificate of Bonny L. Ballard N.P. Forsyth (Here give name and official title of the officer signing the certificate passed upon)

Cy N.C.

(are) certified to be correct. This the 20th day of April, 19 89.

Substantive and filing fees \$ 8.00 paid.

PRESENTED FOR  
REGISTRATION  
AND RECORDED

L. E. Speas, Register of Deeds

By: Jessie Golden Deputy

APR 20 1 45 PM '89

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

1665P1643

DRAFTED BY: Bruce R. Hubbard  
MAIL TO : HUBBARD REALTY, 285 S. Stratford Road, Winston-Salem, N.C. 27103

NORTH CAROLINA )  
                  )  
FORSYTH COUNTY  )                   45   RESTRICTIVE COVENANTS  
  WINDSOR PARK, SECTION NO. I  
  As Amended March 3, 1986

THIS DECLARATION is made this 3rd day of March, 1986 by PENNSTON CORP., a corporation of Forsyth County, North Carolina, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, Developer, having originally stated Restrictive Covenants for WINDSOR PARK, SECTION NO. I on October 9, 1985 and recorded in Book 1509, page 0884, in the Office of the Register of Deeds of Forsyth County, North Carolina, wishes to amend said Restrictive Covenants in accordance with the provisions of paragraph 24 of the original document.

NOW, THEREFORE, Developer hereby amends the Restrictive Covenants in the following respect, which shall be in addition to, and not in lieu of, paragraph 4 of said restrictions:

No dwelling shall be erected where the mid-point of the front wall of the structure is set back a distance greater than forty (40) feet beyond the front yard building line, as shown on the recorded plat, without prior written consent of the Developer.

Except as amended hereby, the Restrictive Covenants of October 9, 1985 shall remain unchanged and are incorporated herein by this reference.

IN TESTIMONY WHEREOF, PENNSTON CORP. 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 March, 1986.

PENNSTON CORP.

By: Emma B. Hubbard  
President

Attest:  
Bruce R. Hubbard  
Secretary

[Corporate Seal]

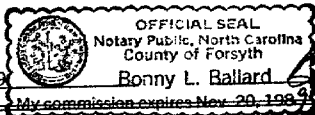
BOOK 1530 P 1736

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

5 day of March, 19 86, personally came before me, Bonny L. Ballard  
Notary Public, Bruce R. Hubbard who, being by me duly sworn, says that he knows the  
(Name of Secretary or Asst. Secretary)  
and is acquainted with Emma B. Hubbard  
PENNSTON CORP.  
who is the --- President of said Corporation, and that he, the said Bruce R. Hubbard  
Secretary of the said Corporation, and saw the said --- President sign the foregoing instrument, and saw  
Common Seal of said Corporation affixed to said instrument by said --- President, and that he, the said Bruce R.  
Hubbard signed his name in attestation of the execution of said instrument  
(Name of Secy. or Asst. Secy.)  
presence of said --- President of said Corporation.

Witness my hand and notarial seal or stamp this the 5 day of March, 19 86.

(Notary Seal or Stamp)



Commission expires: November 20, 1989

NORTH CAROLINA - Forsyth County

foregoing (or annexed) certificate of Bonny L. Ballard, N.P. Forsyth Co.  
(Here give name and official title of the officer signing the certificate passed upon)

certified to be correct. This the 6 day of March, 19 86.

and filing fees \$ 6.50 paid.

L. E. Speas, Register of Deeds

By S.W. Rutledge Deputy Assistant

PRESENTED FOR  
REGISTRATION  
AND RECORDED

MAR 6 11 58 AM '86

L. E. SPEAS  
REGISTER OF DEEDS  
FORSYTH CO., N.C.

JES

BOOK 1530 P 1737



NORTH CAROLINA )  
                  )  
FORSYTH COUNTY )

RESTRICTIVE COVENANTS  
WINDSOR PARK  
SECTION NO. I.

KNOW ALL MEN BY THESE PRESENTS, that the PENNSTON CORP., 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 WINDSOR PARK, SECTION I, as recorded in Plat Book 30 at Page 82 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. The real property shall be used for residential purposes only, and no structure shall be erected or allowed to remain on any lot except one detached single family dwelling, not exceeding two stories and an attic (finished or unfinished) in height and a private garage (attached or detached) for not less than 2 nor more than 3 automobiles. There shall be no carports constructed on any lot. No building, including any outbuilding, may be moved from another location and placed on any lot in this subdivision, it being specifically required that any dwelling house or outbuilding built in this subdivision shall be of new construction and constructed on premises, including any outbuildings.
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. In no event shall any dwelling contain less than :
  - a. 1,800 square feet of heated living area on the main floor if it is a one story dwelling;
  - b. 2,200 square feet of heated living area if it is a split level dwelling with a minimum of 1,600 square feet of heated living area on the two principal levels;
  - c. 2,200 square feet of heated living area if it is a split foyer dwelling with a minimum of 1,600 square feet of heated living area on the upper level;
  - d. 2,200 square feet of heated living area if it is a 1 1/2 or a 2 story dwelling. No finished living area in the basement of a 1 1/2 or a 2 story dwelling will be considered as accountable square footage to meet square footage requirement for a 1 1/2 or a 2 story dwelling as set forth herein.
4. No building shall be located on any lot nearer to the front lot line than 50 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 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 125 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 block will be visible from the outside, nor any outside, aboveground, fuel or storage tanks may be used.

6. All electrical service, telephone lines, cable television, natural gas lines, or any other type of utility shall be placed underground, and no outside electrical, telephone, cable television, natural gas lines or other utility lines shall be placed overhead. In addition to the foregoing, no type of antenna shall exceed 15 feet above the top of the roof of the detached single family dwelling on any lot. No ground antenna including, but not limited to, any television dish antenna shall be placed on any lot.

7. All driveways must be either paved with asphalt or cement and must be at least 10 feet in width from the street to the single family dwelling.

8. No fence shall be constructed or otherwise erected on any lot nearer to the front property line than the detached single family dwelling thereon.

9. No billboards or signs shall be erected or allowed to remain on any lot except signs advertising the sale of any dwelling and such sign shall not exceed three (3) feet in length and two (2) feet in width.

10. For purposes of this provision, commencement of construction means when the grading or excavation for the footing or slab for any detached single family dwelling is commenced. Once construction is commenced, work thereon must be pursued diligently and the structure shall be completed within 12 months from the date construction commenced as herein defined. Included shall be the completion of all exterior work including but not limited to walks, driveways, and landscaping.

11. No lot shall be used for business, manufacturing or commercial purposes, No animals, livestock, or poultry of any kind can be raised, bred, or kept on any lot for any purpose except that dogs, cats, and other household pets may be kept, provided that said pets are not kept, bred, or maintained for any commercial purpose. There shall be no more than two dogs and cats per family, and said pets shall not be allowed to roam from lot to lot and shall be confined upon the lot of their owner. No lot shall be used in whole or in part for the dumping or storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye, nor shall any substance, thing, or material be kept on any lot which will emit foul or obnoxious odors, or that will cause any noise that might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property.

12. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, temporarily or permanently. In addition to the foregoing, no junk automobiles, trucks, tractors, or any other type of vehicle shall be permitted on any lot or street.

13. It is further prohibited that no motorcycle, moped, go-cart or any type of vehicle will be allowed to be operated in any area of this subdivision except on the lot of the owner thereof and on any public streets.

14. Each and every owner of property within this subdivision shall be required to contract with some garbage pick-up for removal of garbage at least once a week until such time as some governmental garbage pick-up system becomes available.

15. No downspouts shall be constructed or piped away from any dwelling on any lot in this subdivision so as to empty on any adjoining lot of the subdivision.

16. No vegetable garden may be established on any lot nearer to the front property line than the rear wall of the detached single family dwelling thereon. In the case of a corner lot, no vegetable garden shall be established within fifty (50) feet of the side street property line.

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

18. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

19. 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.

20. 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 map. The streets have been constructed in accordance with the 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 (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 a more complete discussion of procedure 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 NCDOT.

21. These restrictions are made subject to a right-of-way to Carolina Telephone Company and Duke Power Company to enter on said property in order to maintain the service lines at its own expense.

22. 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 in no way affect any of said other provisions which shall remain in full force and effect.

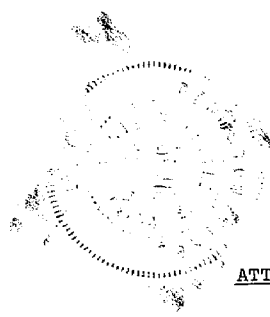
23. The above restrictions and conditions are covenants running with the land, and shall be binding upon the owners of the above described property for a period of thirty (30) years from the date of the recording of these restrictions, unless changed in accordance with the following paragraph and at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

24. 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.

IN TESTIMONY WHEREOF, PENNSTON CORP. 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 9th day of OCTOBER, 1985.

PENNSTON CORP.

BY: Emma B. Hubbard  
President



ATTEST: Bruce R. Hubbard  
SECRETARY

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 9th day of October, 1985, personally came before me, BONNY L. BALLARD a notary public, Bruce R. Hubbard who, being by me duly sworn, says that he knows the Common Seal of PENNSTON CORP. and is acquainted with Emma B. Hubbard who is the --- President of said Corporation, and that he, the said Bruce R. Hubbard 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 Bruce R. Hubbard 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 9th day of October, 1985.  
(Notarial Seal or Stamp) Bonny L. Ballard  
My commission expires: November 20, 1985 Notary Public

NORTH CAROLINA - Forsyth County  
The foregoing (or annexed) certificate of Bonny L. Ballard N.P. (Here give name and title of the officer signing the certificate passed upon)  
is (as) certified to be correct. This the 9th day of OCTOBER, 1985.  
Probate and filing fees \$ 9.50 paid.

REGISTER OF DEEDS  
FORSYTH CTY., N.C.  
L. E. Speas, Register of Deeds  
By Crystal Clinard Deputy-Assistant  
BOOK 1509 P 08