



DRAFTED BY: Lewis E. Hubbard  
 MAIL TO : HUBBARD REALTY OF WINSTON-SALEM, INC. 285 S. Stratford Road, Winston-Salem, NC 27103

NORTH CAROLINA ) DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
 ) RIDGECREEK, SECTION TWO  
 FORSYTH COUNTY )

KNOW ALL MEN BY THESE PRESENTS, that HUBBARD REALTY OF WINSTON-SALEM INC., a corporation organized and existing under the laws of the State of North Carolina, with its principal office and place of business in the City of Winston-Salem, North Carolina, does hereby covenant and agree to and with all persons, firms and corporations now owning or hereafter acquiring any numbered lot in RIDGECREEK, SECTION TWO & REVISION LOT #3, REVISED SECTION ONE, Bethania Township, Forsyth County, North Carolina, as shown by plat recorded in Plat Book 32, at Page 10, in the Office of the Register of Deeds of Forsyth County, North Carolina, that said numbered lots are hereby subjected to the following restrictions as to use thereof, and the restrictions are to run with the said property, and every part thereof, by whomsoever owned, to wit:

1) LAND USE AND BUILDING TYPE: No Lot shall be used except for residential, street, and park purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and private garage for not more than two cars.

2) DWELLING SIZE: No dwelling shall be permitted having a heated living area of less than nine hundred (900) square feet. No dwelling shall have a width of less than twenty-four (24) feet.

3) BUILDING SETBACK: No building shall be located on any lot nearer to the front line than forty (40) feet, or nearer than twenty (20) feet to any side street line. Each lot shall have two side yards totalling twenty-five (25) feet in width and no building shall be located nearer than ten (10) feet to any interior lot line, except that no side yard shall be required for a separate garage not attached to the house or other permitted accessory building located seventy (70) feet or more from the minimum building setback line. For the purpose of this covenant, eaves, steps, porches, and carports shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of building on lot to encroach upon another lot. Deviations from building line restrictions not in excess of ten percent (10%) shall not be construed as a violation of these covenants.

4) EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of the flow of water through drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. HUBBARD REALTY OF WINSTON-SALEM, INC. reserves the right to

create and impose additional easements or rights-of-way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and shall not be construed to invalidate any of these covenants.

5) 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.

6) TEMPORARY STRUCTURES: 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 either temporarily or permanently.

7) ANTENNAE: No exterior radio antennae nor satellite dishes shall be permitted if visible by public view from any street.

8) 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.

9) DRIVEWAYS: All driveways must be of asphalt paving or concrete.

10) 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.

11) 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.

12) 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. 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 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.

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13) TERM: 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 date 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.

14) ENFORCEMENT: 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 violation or to recover damages.

15) SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other provisions which remain in full force and effect.

16) WAIVER OF VIOLATION: Any restrictions, covenant or condition hereinabove set forth may be extended, 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. The said HUBBARD REALTY OF 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.

IN TESTIMONY WHEREOF, HUBBARD REALTY OF WINSTON-SALEM, INC. has caused these presents to be signed in its corporate name by its President and attested by its Secretary and sealed with its Common Seal, on the 23 day of June, 1987.

HUBBARD REALTY OF WINSTON-SALEM, INC.

BY: Lewis E. Hubbard  
LEWIS E. HUBBARD, President

Attest:

George D. Brown  
GEORGE D. BROWN, Secretary

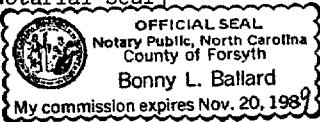
[Corporate Seal]

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STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 23 day of June 1987, personally came before me, Bonny L. Ballard, 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 saw the said President sign the foregoing instrument, and saw the said 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 the said instrument in the presence of the said President of said Corporation.

[Notarial Seal]



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 N.P. Forsyth  
C, N.C. (here give name and official title of the officer signing the certificate. passed upon)

is ~~(also)~~ certified to be correct. This the 7th day of July, 19 87  
PRESENTED FOR REGISTRATION AND RECORDED

JUL 7 4 05 PM '87

L. E. Speas, Register of Deeds  
By Jesse Holden Deputy

Probate and Filing Fee \$ 9.50

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

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