

DRAFTED BY: Lewis E. Hubbard

Mail to: Hubbard Realty 2110 Cloverdale Avenue, Suite 2C, Winston-Salem, NC 27103

FORSYTH CO., NC

183

PRESENTED & RECORDED: 10/27/2000

FEE: \$ 10.00

3:22PM

BOOKED & INDEXED BY: WILLIAM

NORTH CAROLINA)
)
 FORSYTH COUNTY) **MODIFICATION OF DECLARATION OF
 RESTRICTIVE COVENANTS FOR
 H & K INVESTMENT**

On this 27 day of October, 2000, the undersigned **HUBBARD REALTY OF WINSTON-SALEM, INC.**, a North Carolina Corporation and **H & K INVESTMENT**, a North Carolina General Partnership, of Forsyth County, NC, hereinafter "DEVELOPERS", do elect, pursuant to PARAGRAPH 19 of the Declaration of Restrictive Covenants for H & K INVESTMENT, as recorded in Book 2139, Page 3242, Forsyth County Registry, to modify the terms and conditions of said Declaration of Restrictive Covenants for H & K INVESTMENT (Book 2139, Page 3242) by deleting PARAGRAPH "4. BUILDING SETBACK RESTRICTIONS:" in its entirety and substituting for same a new PARAGRAPH 4 as follows:

4. SETBACK RESTRICTIONS: As to each lot, there shall be a total minimum side yard not less than 20 feet in width, no one of which shall be less than 7 feet in width. The minimum setback distance for a side property line for a corner lot shall not be less than 20 feet from the side street. There shall be a 25 foot minimum rear setback line. No building or part of a building other than steps, open porches, overhanging eaves, or cornices shall extend nearer the front property line than 20 feet.

Other than the replacement of PARAGRAPH "4" with a new PARAGRAPH "4" as set out above, all the rest and remainder of the Declaration of Restrictive Covenants for **H & K INVESTMENT** (Book 2139, Page 3242) remain in full force and effect and the Developers do reaffirm and republish these unchanged paragraphs by this modification.

IN WITNESS WHEREOF, the Developers have caused their duly authorized officers to execute same, all on the date first above written.

HUBBARD REALTY OF WINSTON-SALEM, INC.

BY: Lewis E. Hubbard

President


Hubbard
 Secretary

H & K INVESTMENTS, a North Carolina General Partnership

BY: M. Hamadani

Masoud Hamadani, Partner

BY: Mehdi Kausari

Mehdi Kausari, Partner

(Corporate Seal)

NOV 03 2000

FORSYTH CO., NC
 PRESENTED & RECORDED: 11/15/2000
 BOOKED & INDEXED BY: THOMAS
 200
 FEE: \$ 12.00
 3:36PM

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 27 day of October, 2000, personally came before me, Crystal A. Martin, a notary public, Emma B. Hubbard who, being made duly sworn, says that (s)he knows the Commons Seal of Hubbard Realty of Winston-Salem, Inc. and is acquainted with Lewis E. Hubbard, who is the --- President of said Corporation, and that (s)he, the said Emma B. Hubbard is the --- Secretary of the said Corporation, and saw the said -- President sign the foregoing instruments, and saw the Common Seal of said Corporation affixed to said instrument by said --- President, and that (s)he, the said Emma B. Hubbard signed ~~his/her name~~ ^{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 October, 2000.

(Notarial Seal or Stamp)

My Commission Expires: January 31, 2004

OFFICIAL SEAL
CRYSTAL A. MARTIN
NOTARY PUBLIC - NORTH CAROLINA
DAVIDSON - COUNTY

Crystal A. Martin
Notary Public

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 27 day of October, 2000, personally came before me, Lane Young, a notary public, Masoud Hamadani, Partner and ~~Mehdi~~ Mehdi Kaussari, Partner, acknowledge that they are partners of H & K Investments, a North Carolina General Partnership, and further acknowledge the execution of this deed on behalf of the General Partnership.

Witness my hand and notarial seal or stamp this the 27 day of October, 2000.

(Notarial Seal or Stamp)

My Commission Expires: 3/28/01
NOTARY PUBLIC, North Carolina
COUNTY OF DAVIDSON
LANE YOUNG

Lane Young
Notary Public

NORTH CAROLINA - FORSYTH COUNTY

The foregoing (or annexed) certificate of Crystal A. Martin & Lane Young is (are) certified to be correct. This the 27 day of Oct, 2000. Probate and filing fee \$ --- paid.

DICKIE C. WOOD, REGISTER OF DEEDS, Forsyth County

by [Signature]

EXPLANATORY STATEMENT TO CORRECT OBVIOUS ERROR(S) MADE IN AN INSTRUMENT AS ORIGINALLY RECORDED:

Book: 2140
Pages: 816 - 817, inclusive
Registry: Forsyth County

NAMES OF ALL PARTIES TO THE ORIGINAL INSTRUMENT:

DEVELOPERS: HUBBARD REALTY OF WINSTON-SALEM, INC.,
and H & K INVESTMENT

STATE OF NORTH CAROLINA--COUNTY OF FORSYTH

I, the undersigned, hereby certify that the following correction(s) is(are) made in the above-named recorded instrument in accordance with the provisions of N.C.G.S. § 47-36.

EXPLANATION OF CORRECTION(S):

Correction of a typographical error in the partnership name of H & K Investment above the signature lines (correcting the name of the partnership from H & K INVESTMENTS to H & K INVESTMENT)

This the 14th day of November, 2000.


_____(SEAL)
Lewis E. Hubbard, Original Drafter

FORSYTH CO., NC 158 FEE: \$ 18.00
PRESENTED & RECORDED: 10/24/2000 3:42PM
DICKIE C. WOOD REGISTER OF DEEDS BY: HOOBVA
BK 2139 PG 3242 - PG 3247

MAIL TO: HUBBARD REALTY 2110 Cloverdale Ave., Suite 2C, Winston-Salem, NC 27108
DRAFTED BY: Lewis E. Hubbard

NORTH CAROLINA

DECLARATION OF RESTRICTIVE COVENANTS

FORSYTH COUNTY

H & K INVESTMENT

KNOW ALL MEN BY THESE PRESENTS: That, whereas **HUBBARD REALTY OF WINSTON-SALEM, INC. and H & K INVESTMENT** a North Carolina General Partnership, are the owners of all the lots in the development known as **H & K INVESTMENT** a plat of which is recorded in Plat Book 42, Page 183, in the Office of the Register of Deeds of Forsyth County, North Carolina, and whereas, the undersigned desire to impose certain restrictions and conditions upon present and future owners of said lots;

NOW, THEREFORE, the undersigned hereby covenant and agree for themselves, their heirs, successors and/or assigns, with all persons, firms, corporations, or other parties hereafter acquiring title to lots in aforesaid development, that all of the said lots are to the use thereof, said conditions and restrictions to be appurtenant 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 building 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. **DWELLING SIZE RESTRICTIONS:** No single-family, one-story dwelling shall be built, erected, altered or used unless the enclosed dwelling area of the structure on its ground or main floor contains at least 1200 square feet of floor space, as measured to the outside wall lines. A split level or split foyer dwelling shall contain at least 1800 square feet of floor space, as measured above, with a minimum of 1200 square feet on the main level. A one and one-half (1-1/2) story dwelling shall contain at least 1100 square feet of floor space on the first floor, with a total of 1600 square feet within the dwelling (the inside of the top floor need not be finished), as measured above. No two story dwelling shall be built, altered, erected or used unless the heated floor space on the first floor contains a minimum of 900 square feet of floor space, as measured to the outside wall lines. .

4. **SETBACK RESTRICTIONS:** As to each lot, there shall be a total minimum side yard not less than 30 feet in width, no one of which shall be less than 7 feet in width. The minimum setback distance for a side property line for a corner lot shall not be less than 20 feet from the side street. There shall be a 25 foot minimum rear setback line. No building or part of a building other than steps, open porches, overhanging eaves, or cornices shall extend nearer the front property line than 20 feet.

5. **GARAGES AND FOUNDATIONS:** No front entrance basement garages shall be permitted and no bare common cinder or cement block construction shall be permitted to show above the ground level of the house. Decorative blocks are permitted.

6. **DRIVEWAYS:** All driveways shall be asphalt or concrete.

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 temporary or permanent.

10. **NUISANCE:** 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.

11. **ANTENNAE:** No exterior radio antennae nor satellite dishes greater than 30 inches in diameter shall be permitted if visible by public view from any street.

12. **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.

13. **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.

14. **FENCING:** No chain link or other restraining type fencing may be erected nearer the front property line than the rear wall of the single-family dwelling thereon. In the case of a corner lot, no chain link or other restraining fencing may be erected nearer the side street than 20 feet.

15. **PARKING:** The parking on the streets of boats, campers, large trucks or unregistered or unlicensed vehicles for more than twenty-four (24) hours shall not be permitted. Parking of unlicensed vehicles off a paved area shall not be permitted in any yard (front or back). The parking on streets or in front yards of trucks and vehicles with a gross carrying weight in excess of one ton is prohibited, with exceptions as follows: 1) During the construction period of

the dwelling; 2) For immediate deliveries and pick-ups; 3) Vehicles incident to immediate repairs or improvements to subject property.

16. **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.

17. **STREETS:** All streets in this development have been constructed as public streets, meeting the standards of the specifications of the 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 50 feet, as of the date of the recording of this map, the streets have been inspected by the NCDOT and certified as having been planned and constructed according to their standards, including those relating to grading, roadbed, paving, and drainage.

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 MODIFICATIONS:** HUBBARD REALTY OF WINSTON-SALEM, INC. and H & K INVESTMENT have developed this subdivision pursuant to a general plan or theme or development, and do not intend to abandon this general plan. However, HUBBARD REALTY OF WINSTON-SALEM, INC. and H & K INVESTMENT 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 H & K INVESTMENT, which written consent shall be duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Davidson 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 H & K INVESTMENT as HUBBARD REALTY OF WINSTON-SALEM, INC. and H & K INVESTMENT 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 (2) years unless by a vote of a majority of the then owners of the lots who agree to change the said covenants in whole or in part.

It is expressly understood and agreed between HUBBARD REALTY OF WINSTON-SALEM, INC. and H & K INVESTMENT, a North Carolina General Partnership, and all subsequent purchasers of lots in the development known as H & K INVESTMENT that all conveyances of lot(s) 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.

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

In case of conflict between any of the following 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.

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.

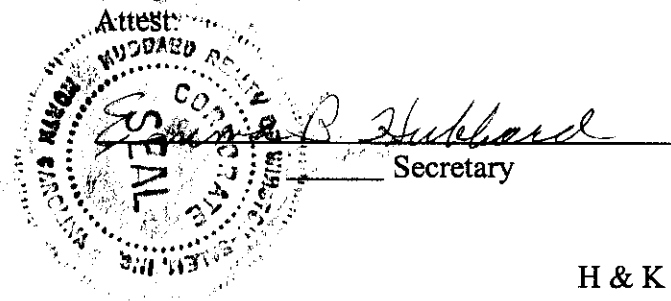
IN WITNESS WHEREOF, the --- President and --- Secretary of HUBBARD REALTY OF WINSTON-SALEM, INC. have hereunto set their hands and corporate seal this 24 day of October, 2000.

IN WITNESS WHEREOF, the --- President and --- Secretary of H & K INVESTMENT have hereunto set their hands and the corporate seal on this 24 day of October, 2000.

HUBBARD REALTY OF WINSTON-SALEM, INC.

BY: *Leah E. Hubbard*
President

(Corporate Seal)



H & K INVESTMENT, a North Carolina General Partnership

BY: *M. Hamadani*
Masoud Hamadani, Partner

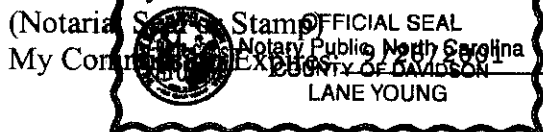
(Corporate Seal)

BY: *Mehdi Kaussari*
Mehdi Kaussari, Partner

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 24 day of October, 2000, personally came before me, Lane Young, a notary public, Emma B. Hubbard who, being made duly sworn, says that (s)he knows the Commons Seal of Hubbard Realty of Winston-Salem, Inc. and is acquainted with Lewis E. Hubbard, who is the --- President of said Corporation, and that (s)he, the said Emma B. Hubbard is the --- Secretary of the said Corporation, and saw the said --- President sign the foregoing instruments, and saw the Common Seal of said Corporation affixed to said instrument by said --- President, and that (s)he, the said Emma B. Hubbard signed his/her mane 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 24 day of October, 2000.

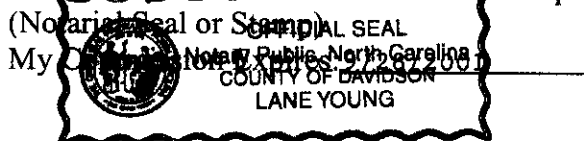


Lane Young
Notary Public

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 24 day of October, 2000, personally came before me, Lane Young, a notary public, Masoud Hamadani, Partner and Mehdi Kaussari, acknowledge that they are partners of H & K Investment and further acknowledge the execution of this deed on behalf of the General Partnership.

Witness my hand and notarial seal or stamp this the 24 day of October, 2000.



Lane Young
Notary Public

NORTH CAROLINA - FORSYTH COUNTY

The foregoing (or annexed) certificate of Lane Young NP is (are) certified to be correct. This the 24 day of Oct., 2000.
Probate and filing fee \$ _____ paid.

DICKIE C. WOOD, REGISTER OF DEEDS

Register of Deeds, Forsyth County

by Kane Soda, Asst