



DRAFTED BY: Lewis E. Hubbard

 MAIL TO : HUBBARD REALTY, INC. 54
 285 S. Stratford Road, Winston-Salem, N.C. 27103

NORTH CAROLINA) DECLARATION OF RESTRICTIVE COVENANTS
 FOR
 FORSYTH COUNTY) SHERWOOD FOREST, SECTION 15, PHASE IVC-1

KNOW ALL MEN BY THESE PRESENTS, That, whereas, THE SHERWOOD COMPANY, a North Carolina General Partnership, is the owner of all of the lots in the development known as SHERWOOD FOREST, SECTION 15, PHASE IVC-1, a plat of which is recorded in Plat Book 34, page(s) 187, in the Office of the Register of Deeds of Forsyth County, North Carolina; and whereas, the undersigned desires to impose certain restrictions and conditions upon present and future owners of said lots;

NOW, THEREFORE, the undersigned hereby covenants and agrees for itself and its heirs, successors and/or assigns, with all persons, firms, corporations, or other parties hereafter acquiring title to lots in the aforesaid development, that all of the said lots are hereby subjected to the following restrictions and conditions as to the use thereof, said conditions and restrictions to be appurtenant to and to run with all the lots in said development, by whomsoever owned.

1. USE OF LOTS: All lots in the tract shall be used only 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, a private garage and other outbuildings incidental to residential use of the lot.

2. SUBDIVISION OF LOTS: The property shall not be subdivided by anyone 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. DWELLING SIZE RESTRICTIONS: No one-story dwelling shall be built, altered, erected or used unless the enclosed dwelling area of the structure on its ground or main floor contains at least 1,800 square feet of floor space, as measured to the outside wall lines. No split level or split-foyer dwelling shall be built, altered, erected or used unless the main body of the structure contains at least 1,800 square feet of floor space, as measured to the outside wall lines of the upper level. No two-story dwelling shall be built, altered, erected or used unless the enclosed dwelling area of the structure of both floors shall be at least 1,800

square feet of heated floor space and the first floor contains a minimum of 1,100 square feet of floor space, as measured from the outside walls. No one and one-half story dwelling shall be built, altered, erected or used unless the enclosed dwelling area of the structure on the first floor shall contain a minimum of 1,200 square feet of heated floor space as measured from the outside walls. The second floor of a one and one-half story dwelling may be left unfinished but shall contain a minimum of 600 square feet of floor space that could be finished to heated living area, as measured from the outside walls.

4. SET BACK RESTRICTIONS: As to each lot, there shall be total minimum side yards not less than 25 feet in width, no one of which shall be less than 10 feet in width. No building or part of building other than steps, open porches, overhanging eaves or cornices shall extend nearer the front property line than 40 feet. In the case of a corner lot, no building or part of a building, other than steps, overhanging eaves or cornices shall extend nearer the side property line adjacent to the street than 20 feet. The minimum depth of rear yards shall be 35 feet. These set back restrictions may be changed by the Zoning Board of Adjustment or other legal governmental authority without consent of the Developer.

All detached private garages or other outbuildings shall be erected at least 75 feet from the front property line and a minimum of 10 feet from the side and rear property lines.

5. EROSION CONTROL: Each Lot owner shall install adequate erosion control measures during construction to prevent the flow of mud/silt onto the adjoining properties and streets rights-of-way.

6. GARAGES AND FOUNDATIONS: No front entrance basement garages shall be permitted, and no structure shall be built whereby cinder or cement block will be visible from the outside, nor may any outside, aboveground, fuel or other storage tanks be used.

All dwellings with garage door(s) facing the front property line shall be equipped with electronically controlled garage door(s).

7. DRIVEWAYS: All driveways shall be paved or concrete.

8. ANTENNAE AND SATELLITES: No exterior radio or television aerial or antenna, nor satellite dishes, shall be permitted on any lot.

9. SOLAR PANELS: No solar panels shall be visible from the front property line of the single-family dwelling. In the case of a corner lot, no solar panel shall be visible from the side yard street.

10. 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.

11. GARBAGE 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.

12. 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.

13. EASEMENTS: Easements and rights-of-way 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.

14. 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.

15. 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.

16. PARKING: The parking on the streets of boats, campers, large trucks or unregistered or unlicensed automobiles for more than twenty-four (24) hours shall not be permitted. 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 only 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.

17. SCREENING: The erection of clothes lines, the maintenance of exterior garbage cans, the placement of air conditioning units or compressors, 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.

18. FENCING: No chain link or other restraining type fencing may be erected nearer the front property line than the front foundation 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 street side yard property line than 8 feet.

19. STREETS: All streets in this development have been constructed as public streets, meeting the standards of the City of Winston-Salem for subdivision streets. The developer has dedicated a right-of-way having a width of at least fifty (50) feet.

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 City of Winston-Salem.

20. 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.

21. DEVELOPER'S RIGHT OF MODIFICATION: THE SHERWOOD COMPANY, a North Carolina General Partnership, its successors and/or assigns, reserves the right to cancel, modify, or change any of the above restrictions by the written consent of THE SHERWOOD COMPANY, 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 SHERWOOD COMPANY as THE SHERWOOD COMPANY may deem best for the general plan or scheme of development.

22. APPLICABLE PERIOD: The foregoing covenants, restrictions and conditions shall remain in full force and effect, unless sooner changed in accordance with paragraph 21 herein, for a term of thirty (30) years from the date this Declaration is recorded, at which time said covenants, restrictions and conditions shall be automatically extended for successive periods of two (2) years each 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.

It is expressly understood and agreed between THE SHERWOOD COMPANY and all subsequent purchasers of lots in the development known as SHERWOOD FOREST, SECTION 15, PHASE IVC-1 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.

23. ADDITIONAL PROVISIONS: No captions or title 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 (or 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 and 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 SHERWOOD COMPANY, a North Carolina General Partnership, has caused these presents to be signed by a General Partner, which is a corporation, by its duly authorized officer, attested by its _____ Secretary, and has caused its Corporate Seal to be affixed hereto.

THE SHERWOOD COMPANY,
a North Carolina General Partnership

BY:

BRH, INC., General Partner

By: _____

President

ATTEST:

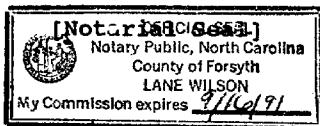
Secretary

[Corporate Seal]

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

THIS, the 6 day of February, 1991, personally came before me, Lane Wilson (Young), a Notary Public Lewis E. Hubbard, who being by me duly sworn, says that he knows the Common Seal of BRH, INC., a North Carolina corporation, which is a General Partner in THE SHERWOOD COMPANY, a North Carolina General Partnership, and is acquainted with Bruce R. Hubbard, who is the President of said corporation, and that he, the said Lewis E. Hubbard, is the Secretary of said corporation, and saw the said President of the corporation sign the foregoing instrument and saw the Common Seal of said corporation affixed to said instrument by said President, and that he, the said Lewis E. Hubbard, signed his name in attestation of the execution of said instrument in the presence of said President of said corporation, and said instrument is executed for and on behalf of said Partnership.

WITNESS my hand and Notarial Seal, this the 6 day of February, 1991.



Lane Wilson (Young)
Notary Public
My Commission Expires: 9/16/91

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

The foregoing certificate of Lane Wilson Young NP, Forsyth Co, nc is certified to be correct.

This, the 7th day of Feb, 1991.

L.E. SPEAS, REGISTER OF DEEDS

By: Stana Shong
Deputy - Assistant

STAMPS \$ PAID.

PROBATE AND FILING FEE \$ 16.00 PAID
PRESENTED FOR
REGISTRATION
AND RECORDED

/bbc.

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L.E. SPEAS
REGISTER OF DEEDS
FORSYTH COUNTY
JS.