

FORSYTH CO., NC **205** FEE: \$ 17.00
 PRESENTED & RECORDED: 10/30/2002 1:30PM
 DICKIE C. WOOD REGISTER OF DEEDS BY: BOLESP
 BK 2292 P3982 - P3983
P. Boles

PREPARED BY: BRUCE R. HUBBARD
 RETURN TO: BRUCE R. HUBBARD *- Box 126*
 2110 Cloverdale Avenue, Suite 2-C
 Winston-Salem, NC 27103

NORTH CAROLINA) RESTRICTIVE COVENANTS
)
 FORSYTH COUNTY) SPRINGFIELD VILLAGE, (SECTION 1, PHASE 3)

KNOW ALL MEN BY THESE PRESENTS, that Bruce R. Hubbard, Attorney-in-Fact for Hubbard Realty of Winston-Salem, Inc., McGuire Construction Co., Inc., Pennston Corp., Westview Development Company, H & V Construction Co. and Ramey Development Corporation, all North Carolina Corporations with their principal offices in Winston-Salem, North Carolina, hereinafter referred to as "Developer", does hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the numbered lots shown on the plat of Springfield Village (Section 1, Phase 3) as recorded in Plat Book 45, Page 59, in the Office of the Register of Deeds of Forsyth County, North Carolina, that said property is hereby subjected to the same restrictions which have heretofore been recorded in Deed Book 2269, Page 1133 in the Office of the Register of Deeds of Forsyth County, North Carolina, and any subsequent amendments thereto.

IN TESTIMONY WHEREOF, Bruce R. Hubbard, Attorney-in-Fact for Hubbard Realty of Winston-Salem, Inc., Pennston Corp., Westview Development Company, H & V Construction Co. and Ramey Development Corporation, has caused this document to be executed and sealed in his representative capacity as Attorney-in-Fact as authorized in Deed Book 2155, Page 4061 Forsyth County Registry by the six (6) owners/developers, which execution has taken place on this 29th day of October, 2002.

BY:

B. R. Hubbard (SEAL)
 Bruce R. Hubbard, Attorney-in-Fact
 for Hubbard Realty of Winston-Salem, Inc.,
 McGuire Construction Co., Inc., Pennston
 Corp., Westview Development Company,
 H & V Construction Co. and Ramey
 Development Corporation, Developers/Owners

STATE OF NORTH CAROLINA-COUNTY OF FORSYTH

SUSAN E. SPRUILL, a notary public of Forsyth County,
 North Carolina, do hereby certify that Bruce R. Hubbard, Attorney-in-Fact for Hubbard Realty of
 Winston-Salem, Inc., McGuire Construction Co., Inc., Pennston Corp., Westview Development
 Company, H & V Construction Co. and Ramey Development Corporation, personally appeared
 before me this day, and being by me duly sworn, says that he executed the foregoing and annexed
 instrument for and on behalf of Hubbard Realty of Winston-Salem, Inc., McGuire Construction
 Co., Inc., Pennston Corp., Westview Development Company, H & V Construction Co. and Ramey
 Development Corporation, and that his authority to execute and acknowledge said instrument is
 contained in an instrument duly executed, acknowledged and recorded in the Office of the Register
 of Deeds of Forsyth County, North Carolina in Book 2155, Page 4061, and that this instrument
 was executed under and by virtue of the authority given by said instrument granting him power of
 attorney; that the said Bruce R. Hubbard has executed this instrument for the purposes therein
 expressed for and on behalf of the said Hubbard Realty of Winston-Salem, Inc., McGuire
 Construction Co., Inc., Pennston Corp., Westview Development Company, H & V Construction
 Co. and Ramey Development Corporation.

I do further certify that I am not a party to the attached instrument.

Witness my hand and notarial seal or stamp this 29th day of October, 2002.

My Commission Expires:

9-24-05Susan E. Spruill

NORTH CAROLINA-FORSYTH COUNTY

The foregoing (or annexed) certificate _____ of Susan E. Spruill, NP of
 _____ County, NC is (are) certified to be correct. This the 30 day of Oct., 2002.

Probate and Filing Fee \$ _____ paid.

Dickie C. Wood, Register of Deeds

BY:

Dickie C. Wood Deputy/Assistant

FORSYTH CO., NC **171** - FEE: \$ 26.00
 PRESENTED & RECORDED: 07/30/2002 2:47PM
 DICKIE C. WOOD REGISTER OF DEEDS BY: HODDVA
 BK2269 P1133 - P1137

PREPARED BY: BRUCE R. HUBBARD
 RETURN TO: BRUCE R. HUBBARD
 2110 Cloverdale Avenue
 Winston-Salem, NC 27103

NORTH CAROLINA) **RESTATED AND AMENDED RESTRICTIVE COVENANTS OF**
) **SPRINGFIELD VILLAGE, (SECTION I, PHASE 1 and PHASE 2)**
 FORSYTH COUNTY)

On this 27th day of June, 2002, the undersigned Bruce R. Hubbard, Attorney-in-Fact for Hubbard Realty of Winston-Salem, Inc., McGuire Construction Co., Inc., Pennston Corp., Westview Development Company, H & V Construction Co. and Ramey Development Corporation, all North Carolina Corporations of Forsyth County, North Carolina, hereinafter referred to as "Developers", does elect, pursuant to Paragraph 21 of the Restrictive Covenants for Springfield Village, Section I, Phase 1 as recorded in Book 2160, Page 925, in the Office of the Register of Deeds of Forsyth County, North Carolina, to modify the terms and conditions of said Restrictive Covenants for Springfield Village, Section I, Phase 1 (Book 2160, Page 925) and Phase 2 (Book 2237, Page 1504) by amending and restating said Restrictive Covenants in their entirety and replacing them as hereinafter stated:

KNOW ALL MEN BY THESE PRESENTS, that PENNSTON CORP., HUBBARD REALTY OF WINSTON-SALEM, INC., H & V CONSTRUCTION CO., RAMEY DEVELOPMENT CORP., WESTVIEW DEVELOPMENT COMPANY, AND MCGUIRE CONSTRUCTION CO., INC. (all North Carolina corporations having their principal offices in Forsyth County, North Carolina, and hereinafter referred to as Developer), by and through their attorney-in-fact, BRUCE R. HUBBARD does hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the numbered lots shown on the plat of **SPRINGFIELD VILLAGE, Section I, Phase 1**, as recorded in **Plat Book 43, Pages 119, 120, 121** and **SPRINGFIELD VILLAGE, Section I, Phase 2**, as recorded in **Plat Book 44, Page 112**, both being recorded 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. All lots, including **Village Lots** and **Custom Lots** as defined in the Declaration of Covenants, Conditions and Restrictions of Springfield Village recorded in the Forsyth County Register of Deeds, 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. However, the Developer reserves the right to use any lot it may own for public or private right of way access to contiguous land.

2. 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. No one story dwelling shall be built, erected, altered or used unless it shall contain a minimum of 1,400 square feet of heated and finished floor space, to be measured from outside wall lines, for the main body of the structure, exclusive of porches, garages, terraces and area heated and finished in basements. All other dwellings shall have a minimum of 1,700 square feet of heated and finished floor space. All dwellings must have driveways of asphalt, concrete or other hard surface material. Gravel drives are not permitted. All lots with dwellings shall have a gas lamppost located within 8 feet of the front property line and 8 feet of the driveway or sidewalk installed upon completion of the dwelling. All mailboxes shall be the same style and color as specified by the Developer. All foundations shall be brick veneer. All dwellings constructed without garages shall provide an outside storage closet/facility which shall be constructed with the same materials and design as the main dwelling. All garages shall be equipped with remote controlled garage door openers.

4. Parking pads are not permitted in the front yards. Front yard is defined as the width of the lot from the front property line to the front of the dwelling or front porch, whichever is nearest the front property line. All lots must have either a parking pad, carport or garage constructed and located in accordance with these restrictive covenants.

5. Each dwelling on a **Village Lot** shall have a covered front porch of at least 8 feet in depth and a minimum of 64 square feet of total covered area. Front loading garages and carports shall not be permitted on **Village Lots** unless the front wall of the garage or the front posts of the carport are located a minimum of 15 feet behind the front of the dwelling or front porch, whichever is the nearest to the front property line.

6. Structures or part of a structure on **Village Lots** other than uncovered steps, overhanging eaves and cornices shall not extend nearer the front property line than 15 feet or be setback from the front property line more than 25 feet.

Structures or part of a structure on **Custom Lots** other than uncovered steps, overhanging eaves and cornices shall not extend nearer the front property line than 15 feet or be setback from the front property line more than 45 feet.

Structures or part of a structure on **Village Lots and Custom Lots** other than patios (without roofs), overhanging eaves and cornices shall not extend nearer the side property lines than as required by local ordinance, but in no event less than 3 feet from one side property line and 11 feet from the other side property line.

Structures or part of a structure on **Village Lots and Custom Lots** other than patios (without roofs), overhanging eaves and cornices shall not extend nearer the rear property line than as required by local ordinance, but in no event less than 8 feet. However, when the rear property line of a lot is the side property line of an adjoining lot, the rear yard set back shall be a minimum of 12 feet from the rear property line.

7. No outside, above ground swimming pools (except children's wading pools), fuel or other storage tanks may be installed or used on the property.

8. No exterior clotheslines, radio or television aerials or antennae, or satellite dishes shall be permitted on any lot except that one (1) satellite dish per lot not to exceed 22 inches in diameter may be installed on the rear or side walls at least 15 feet behind the front wall of the dwelling that contains the front door.

9. No solar panels shall be visible from the front property lines of the single-family dwelling. In the case of a corner lot, no solar panels shall be visible from the side yard street as well.

10. No fencing may be erected nearer the front property line than the front wall of the single-family dwelling thereon. Also, in the case of a corner lot, no fence may be erected within 20 feet from the street side yard property line. The aforementioned fence restrictions are waived only for the installation of a white picket fence not to exceed 3 feet in height. The maximum height of any fencing is 8 feet. Chain link fencing is prohibited.

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on the property at any time as a temporary residence.

12. No animals, livestock or poultry of any kind shall be raised, bred, or kept on the above-described lots, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

13. No noxious, hazardous or offensive substances shall be stored, and no nuisance shall be permitted on any lot.

14. No exterior garbage cans, air conditioning units or compressors shall be located in clear view of any street.

15. All vehicles of any type, including but not limited to automobiles, trucks, water craft, recreational vehicles, trailers and campers shall be parked either on the street, on the driveway surfaces or under carports or inside enclosed garages and shall not be permitted to be parked on the front, side or rear yards. No campers, trailers, recreational vehicles, water craft or other vehicles which are not licensed to be used on a daily basis for transportation on public streets may be parked on the streets or on the driveway in front of the dwelling for more than 24 hours. Such vehicles may only be parked on the driveway located behind the dwelling or under carports or inside enclosed garages. Trucks (other than pick-up trucks or moving vans assisting with a move) with tonnage in excess of one (1) ton shall not be permitted to park overnight in Springfield Village except those used by builders during the initial construction of the dwellings.

16. 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 9 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.

17. No dumping shall be permitted on any vacant lot. The lot owner and/or general contractor from where the debris originates shall be responsible for any dumping and damage caused by subcontractors. Each lot owner shall install adequate erosion control measures during construction to prevent the flow of mud/silt onto the adjoining properties and street right of ways.

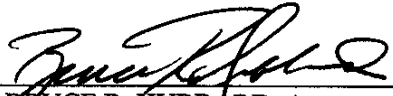
18. All lots are subject to easements of record for telephone, electricity, natural gas and cable TV services for the purpose of installing and maintaining service.

19. 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 such prohibited activity or to recover damages, or both. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other of said provisions, which shall remain in full force and effect.

20. The above restrictions and conditions are covenants running with the land, and shall be binding upon the owners of the above-described property and persons claiming under them for a period of 20 years from the date of the recording of these restrictions, unless changed in accordance with the following paragraph, and at the end of said 20 years, said restrictions and conditions shall automatically be extended for successive periods of 2 years each unless by a majority vote of the then owners of the lots agree to a change of said restrictions in whole or part.

21. 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, if given, 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 remove, modify or change any restriction, condition or covenant of this instrument to any person, firm or corporation by instrument of writing duly recorded in the Office of the Register of Deeds of Forsyth County, North Carolina.

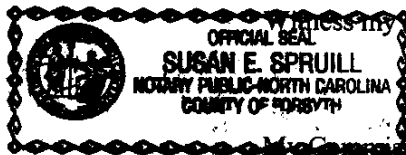
IN WITNESS WHEREOF, the undersigned, being the attorney-in-fact for the Developer corporations, set my hand and seal, all as of this the 27th day of June, 2002.

 (SEAL)
 BRUCE R. HUBBARD, Attorney-in-Fact for
 Hubbard Realty of Winston-Salem Inc., McGuire
 Construction Co., Inc., Pennston Corp., Westview
 Development Company, H & V Construction Co.,
 and Ramey Development Corporation

STATE OF NORTH CAROLINA-COUNTY OF FORSYTH

Susan E. Spruill, a notary public of Forsyth County, North Carolina, do hereby certify that Bruce R. Hubbard, Attorney-in-Fact for Hubbard Realty of Winston-Salem, Inc., McGuire Construction Co., Inc., Pennston Corp., Westview Development Company, H & V Construction Co. and Ramey Development Corporation, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and on behalf of Hubbard Realty of Winston-Salem, Inc., McGuire Construction Co., Inc., Pennston Corp., Westview Development Company, H & V Construction Co. and Ramey Development Corporation, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds of Forsyth County, North Carolina in Book 2155, Page 4061, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said Bruce R. Hubbard has executed this instrument for the purposes therein expressed for and on behalf of the said Hubbard Realty of Winston-Salem, Inc., McGuire Construction Co., Inc., Pennston Corp., Westview Development Company, H & V Construction Co. and Ramey Development Corporation.

I do further certify that I am not a party to the attached instrument.



Witness my hand and notarial seal or stamp this 30th day of July, 2002.

My Commission Expires: September 24, 2005

Susan E. Spruill

NORTH CAROLINA-FORSYTH COUNTY

The foregoing (or annexed) certificate _____ of Susan E. Spruill, NP of _____ County, NC is (are) certified to be correct. This the 30 day of July, 2002.

Probate and Filing Fee \$ _____ paid.

Dickie C. Wood, Register of Deeds

BY *Dickie C. Wood* ~~Deputy Assistant~~