

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

NORTH CAROLINA) RESTRICTIVE COVENANTS FOR
) WOODGROVE OF SHERWOOD FOREST,
 FORSYTH COUNTY) SECTION ONE

KNOW ALL MEN BY THESE PRESENTS, that PENNSTON CORP., a North Carolina corporation with its principal office located in Winston-Salem, Forsyth County, North Carolina, hereinafter referred to 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 plat of WOODGROVE OF SHERWOOD FOREST, SECTION ONE, as recorded in Plat Book 33, page 61 & 62, 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 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. 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, 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 1,600 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 on both floors shall be at least 2,200 square feet of heated 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 structure contains a minimum of 2,000 square feet of heated floor space as measured from the outside walls. However, the second floor

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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. No building or part of a building other than stoops, open porches (without roofs), overhanging eaves and cornices shall extend nearer the front property line than 40 feet.

5. 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. No structure will 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.

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

7. No exterior clothes lines, radio or television aerial or antennae, nor satellite dishes, shall be permitted on any lot.

8. 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 panels shall be visible from the side yard street.

9. 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. No fencing may be installed on Lots 1 and 32 without prior permission from the Developer.

10. 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.

11. 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.

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

13. No exterior garbage cans, boats, campers, or air

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conditioning units or compressors shall be located in clear view of any street. The parking of boats, campers or trailers on the streets for more than 24 hours will not be allowed.

14. On Lots 1, 2, 31 and 32: No live trees in excess of 6 inches in diameter, as measured 2 feet above ground level, may be removed from the front yards without Developer approval. The purpose of this restriction is to make every effort to preserve the mature trees at the entrance of the development.

15. On Lot 6: The Developer reserves for itself or its assigns a construction and permanent easement for the purpose of installing sanitary sewer from Arbor Oaks Drive across the southern portion of Lot 6 to the rear of said lot.

16. The Lot's first Grantee shall be responsible to plant, as specified herein, either Acer Saccrarum (Green Mountain Maple), Acer Saccrarum Bonfire (Bonfire Maple), or Acer Rubrum (Red Maple) with at least a 2-inch caliber and a planted height of no less than 8 feet. A minimum of 2 maples shall be planted within the front street right-of-way of the lot between the curb and sidewalk and spaced equally apart. In the case of corner lots, no less than 3 of the aforementioned types of trees must also be planted by the Lot's first Grantee inside the side street right-of-way of the lot between the curb and the sidewalk and spaced equally apart. However, Lots 8, 9, 25, 26, and 27 shall only require 1 such tree, as specified above, be planted in the front street right-of-way of the lot. Said trees must be planted within 18 months from the date the property is deeded to Grantee or upon completion of the dwelling constructed thereon so long as construction began during the first 18 months. Each property owner is responsible for maintaining the trees within the rights-of-way adjoining their respective lot. Should the tree die, the owner of the lot adjoining the right-of-way at that time shall replace the tree at the next planting season with the same kind of tree of a planted height of no less than 8 feet and a minimum 2-inch caliber.

Lots 1 and 32: The requirement for tree planting in the front street right-of-way is hereby waived until such time as the present mature front yard maple trees die. The lot owner at the time of the tree death shall be required to replace each dead maple tree by planting, at the next planting season, an 8-foot tree as specified above in the front yard right-of-way between the sidewalk and the curb.

Trees must not be planted within the site easements at intersections and all tree plantings are subject to the policy of the City of Winston-Salem as it may change from time to time.

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17. For purpose 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.

18. No dumping shall be permitted on any vacant lot. The Lot owner and/or General Contractor shall be responsible for any dumping and damage caused by subcontractors.

19. Each Lot owner shall install adequate erosion control measures during construction to prevent the flow of mud/silt onto the adjoining properties and street rights-of-way.

20. These restrictions are made subject to a right-of-way to Southern Bell Telephone System, Duke Power Company, Piedmont Natural Gas Company, and Summit Cable Services to enter on said property in order to maintain service lines at its own expense.

21. 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.

22. 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 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 30 years, said restrictions and conditions shall automatically expire, unless extended as set out below.

23. 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 in writing duly recorded in the

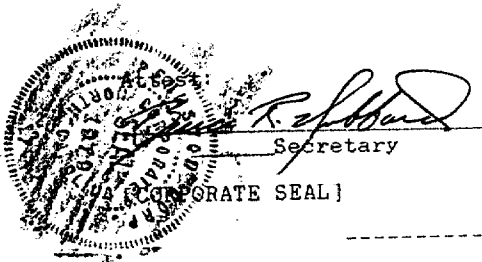
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Office of the Register of Deeds of Forsyth County, North Carolina.

IN WITNESS WHEREOF, PENNSTON CORP. has caused this instrument to be executed by its duly authorized officers, this the 13th day of December, 1988.

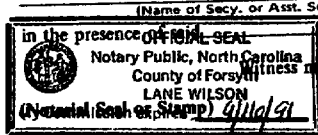
PENNSTON CORP.

By: Mary S. Hubbard
President



STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 13 day of December, 1988, personally came before me, Lane Wilson (Young) 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 Mary S. Hubbard who is the Bruce R. Hubbard President of said Corporation, and that he, the said Bruce R. Hubbard is the Bruce R. Hubbard Secretary of the said Corporation, and saw the said Bruce R. Hubbard President sign the foregoing instrument, and saw the Common Seal of said Corporation affixed to said instrument by said Bruce R. Hubbard President, and that he, the said Bruce R. Hubbard signed his name in attestation of the execution of said instrument



in the presence of Lane Wilson (Young) President of said Corporation. Witness my hand and notarial seal or stamp this the 13 day of December, 1988.
My commission expires: 9/16/91 Lane Wilson (Young) Notary Public

NORTH CAROLINA - Forsyth County

The foregoing (or annexed) certificate of Lane Wilson (Young) N.P. Forsyth Co. N.C. (Here give name and official title of the officer signing the certificate passed upon)

is (are) certified to be correct. This the 13 day of Dec, 1988.
Probate and filing fees \$ 14.00 paid.

PRESENTED FOR REGISTRATION AND RECORDED By [Signature] Deputy Assistant

Dec 13 12 26 PM '88

L.E. SPEAS
REGISTER OF DEEDS
FORSYTH COUNTY, N.C.
KLP

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