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FORSYTH CO, NC FEE \$29.00
PRESENTED & RECORDED

03-20-2009 04:10 PM

C. NORMAN HOLLEMAN

REGISTER OF DEEDS
BY PATSY RUTH DAVIS

ASST

BK: RE 2880

PG: 897-902

Ray Thomas Box 20
 Drafted by: William L. Nelson
 Return to: William L. Nelson (Box 38)

NORTH CAROLINA)
)
 FORSYTH COUNTY)

RESTRICTIVE COVENANTS FOR ABBEY PARK

KNOW ALL MEN BY THESE PRESENTS, that HUBBARD REALTY OF WINSTON SALEM, INC., is the owner of all the lots in the development known as "ABBEY PARK", a plat of which is recorded in Plat Book 56, Page 71-73 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 and their 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 whomever 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 buildings 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 dwelling shall be built, erected, altered or used unless it shall contain at least 1400 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 basements, if the structure is a one-story dwelling. A one and half story house shall contain at least 1600 square feet. A two-story dwelling shall contain at least 1800 square feet of floor space, as measured above. A split foyer or a split level house is not permitted.

4. SETBACK RESTRICTIONS: Structures shall be located on the lots in accordance with local zoning ordinance. However, no dwelling shall be setback more than forty (40) feet from the front property line.

5. GARAGES AND FOUNDATIONS: No front entrance basement garages shall be permitted and no bare block construction shall be permitted to show above the ground level of any house.

6. DRIVEWAYS: All driveways shall be 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 REFUGE 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 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, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence, either temporarily or permanently.

10. EASEMENTS: See the Declaration of Covenants, Conditions, and Restrictions of Abbey Park.

11. SIGNS: No sign of any kind shall be displayed to the public view of 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.

12. **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.

13. **PARKING:** The parking on the streets or driveways of trucks, tractor trailers, any commercial vehicles, boats, marine craft, trailers, campers, motor homes, motorcycles or any unregistered or unlicensed vehicles overnight is prohibited within the development. All such vehicles shall be parked inside enclosed garages. Only non-commercial automobiles, pickup trucks or suvs are permitted to be parked in the driveways overnight. Parking on yards is prohibited.

14. **SCREENING:** The erection of clothes lines is not permitted. Exterior garbage cans, shall be screened from clear view of a public street by either man-made or natural screening.

15. **ANTENNAE:** One (1) satellite dish per lot not to exceed 36 inches in diameter may be installed on the rear or side walls as least 15 feet behind the front wall of the dwelling.

16. **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. Only chain link, wood, vinyl, aluminum, stone, brick or wrought iron fencing is permitted. Chain link fencing may not exceed four feet in height and must be painted either black or dark green. The "smooth" side of the fencing material shall be facing the outside of the lot upon which the fence is located. Notwithstanding anything else in this provision or elsewhere in these restrictive covenants to the contrary, no fences or other structures of any type or kind shall be permitted within the rear buffer yard areas for Lots 62, 63, 64 and 65 as shown on the recorded map. In the event there is no buffer yard area shown on a recorded map for lots 62 through 65, inclusive, or if such buffer yard width shown on a recorded map for such lots is less than 20 feet, then, for purposes of this provision, the buffer yard area shall be 20 feet in width along and with the rear lot line of each lot.

17. **STREETS:** All newly constructed streets in this development have been constructed as public streets, meeting the standards of subdivision streets. The developers have dedicated a right of way, as shown on the recorded map referred to above, having a width of at least fifty (50) feet. As of the date of recording of this map, the streets have been inspected by the city inspector of the City of Winston Salem and certified as having been planned and constructed according to City of Winston Salem and/or NCDOT standards, including those related to grading, roadbed, paving and drainage. Nothing, including, but not limited to, walls, fences, gates, timbers, 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 and/or

and/or NCDOT (for any lot fronting on an existing street maintained by 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: DEVELOPERS' RIGHT OF MODIFICATION: HUBBARD REALTY OF WINSTON SALEM, INC. has developed this subdivision pursuant to a general plan or scheme of development and does not intend to abandon this general plan. However, except for the portion of provision 16 which affects Lots 62, 63, 64 and 65 and the portion of provision 21 which affects the open space areas shown a recorded map and adjacent to the property of Paul P. Kraskouskas and Gail D. Kraskouskas (Deed Book 2448 Page 2077) which may not be amended without the consent of Paul P. Kraskouskas and Gail D. Kraskouskas or their successors in title, HUBBARD REALTY OF WINSTON SALEM, INC. reserves the right to cancel, modify, or change any of these restrictions by written consent of HUBBARD REALTY OF WINSTON SALEM, INC., 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. as HUBBARD REALTY OF WINSTON SALEM, INC., 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 20 herein, for a period of twenty (20) years from the date these covenants are recorded, at which time said covenants, restrictions and conditions shall be automatically extended for a successive period of five (5) years 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 HUBBARD REALTY OF WINSTON SALEM, INC. and all subsequent purchasers of lots in the development known as ABBEY PARK, 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 the covenants running with the land and binding upon all parties purchasing lots in said development and their heirs, successors, assigns, administrators or executors.

21. ADDITIONAL PROVISIONS: No captions or titles 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 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 way affect any of the other provisions which shall remain in full force and effect.

Live trees and shrubs located in the open space areas shown a recorded map of Abbey Park and adjacent to the property of Paul P. Kraskouskas and Gail D. Kraskouskas (Deed Book 2448 Page 2077) shall not be cut or removed without prior written permission obtained from Paul P. Kraskouskas and Gail D. Kraskouskas or their successors in title unless directed by a governmental agency to meet an applicable code, regulation or requirement.

IN WITNESS WHEREOF, HUBBARD REALTY OF WINSTON SALEM, INC. has hereunto set their hands and seals this 19th day of MARCH, 2009

Hubbard Realty of Winston Salem, Inc.

BY:

Bruce R. Hubbard, President

STATE OF NORTH CAROLINA - County of Forsyth

I, Angela Miles, a Notary Public for and in the above named county and state do hereby certify that Bruce R. Hubbard, personally came before me this day and acknowledged that he is President of HUBBARD REALTY OF WINSTON SALEM, INC., a North Carolina corporation and by authority duly given executed the foregoing instrument on behalf of the corporation.

Witness my hand and notarial seal this the 19 day of March, 2009

Angela Miles
Notary Public

ANGELA MILES
Notary Public's Printed Name

My Commission Expires:

11-26-2012

Angela Miles Notary Public Forsyth County, NC My Commission Expires Nov. 26, 2012
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