

FORSYTH CO., NC **126** FEE: \$ 18.00
 PRESENTED & RECORDED: 09/08/1999 2:16PM
 DICKIE C. WOOD REGISTER OF DEEDS BY: HOOBVA
 BK2085 P 458 - P 463

Box 126

MAIL TO: HUBBARD REALTY 2110 Cloverdale Ave., Ste. 2C, Winston-Salem, NC 27103
 DRAFTED BY: Lewis E. Hubbard

NORTH CAROLINA

**DECLARATION OF RESTRICTIVE COVENANTS
 BROWN'S RUN, SECTION THREE**

FORSYTH COUNTY

KNOW ALL MEN BY THESE PRESENTS: That, Whereas **HUBBARD REALTY OF WINSTON-SALEM, INC. and RAMEY DEVELOPMENT CORPORATION** are the owners of all the lots in the development known as **BROWN'S RUN, SECTION THREE**, a plat of which is recorded in Plat Book 41, page ~~202~~ 202 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 to 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 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 1400 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 1,400 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 heated floor space and the first floor contains a minimum of 1,100 square feet of floor space, as measured to the outside wall lines. 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 contains a minimum of 1,200 square feet of heated floor space, as measured to the outside wall lines. 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 as 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 a building other than steps, open porches, overhanging eaves or cornices shall extend nearer the front property line than 30 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 as shown on the recorded plat or 20 feet, whichever is greater.

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 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 type fencing may be erected nearer the side street than 40 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.

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 Town of Kernersville 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 Town of Kernersville 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 Town of Kernersville.

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 MODIFICATION:** HUBBARD REALTY OF WINSTON-SALEM, INC. and RAMEY DEVELOPMENT CORPORATION have developed this subdivision pursuant to a general plan or theme of development, and do not intend to abandon this general plan. However, HUBBARD REALTY OF WINSTON-SALEM, INC. and RAMEY DEVELOPMENT CORPORATION 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 RAMEY DEVELOPMENT CORPORATION, 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. and RAMEY DEVELOPMENT CORPORATION as HUBBARD REALTY OF WINSTON-SALEM, INC. and RAMEY DEVELOPMENT CORPORATION 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, until October 1, 2014 at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of five (5) 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 RAMEY DEVELOPMENT CORPORATION and all subsequent purchasers of lots in the development known as BROWN'S RUN, SECTION THREE 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 foregoing provisions and any Zoning Ordinances (or exceptions thereto which may lawfully be made be 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 seals
this 8th day of September, 1989.

IN WITNESS WHEREOF, the ____ President and Att Secretary of
RAMEY DEVELOPMENT CORPORATION, have hereunto set their hands and seals, this
7th day of September, 1989.

HUBBARD REALTY OF WINSTON-SALEM, INC.



BY:

Lewis E. Hubbard
____ President

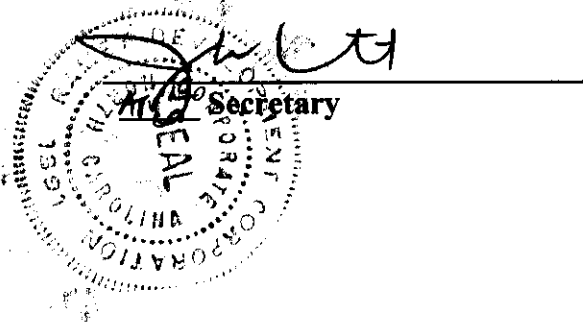
Ernest B. Hubbard
____ Secretary

RAMEY DEVELOPMENT CORPORATION

BY:

C. J. R.
____ President

(CORPORATE SEAL)



STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 7 day of September, 1999, personally came before me, Crystal A. Martin, a Notary Public, Emma B. Hubbard who, being by me duly sworn, says that she knows the Common Seal of **HUBBARD REALTY OF WINSTON-SALEM, INC.** and is acquainted with Lewis E. Hubbard who is the President of said Corporation, and that she, the said Emma B. Hubbard is the — Secretary of the said Corporation, and saw the said President sign the foregoing instrument, and saw the Common Seal of said Corporation affixed to said instrument by said President, and that she, the said Emma B. Hubbard, signed ~~his~~ her name in attestation of the execution of said instrument in the presence of said President of said Corporation.

WITNESS my hand and Notarial Seal, this the 7 day of September, 1999.



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

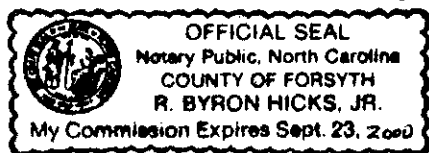
Crystal A. Martin
NOTARY PUBLIC

My Commission Expires: January 31, 2004

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 3 day of SEPTEMBER, 1999, personally came before me, R. Byron Hicks, JR., a Notary Public, JAMES W. ARMENTROUT who, being by me duly sworn, says that he knows the Common Seal of **RAMEY DEVELOPMENT CORPORATION** and is acquainted with C. J. Ramey who is the President of said Corporation, and that he, the said JAMES W. ARMENTROUT is the Asst. Secretary of the said Corporation, and saw the said President sign the foregoing instrument, and saw the Common Seal of said Corporation affixed to said instrument by said President, and that he, the said JAMES W. ArmentROUT signed his/~~her~~ name in attestation of the execution of said instrument in the presence of said President of said Corporation.

WITNESS my hand and Notarial Seal, this the 3 day of SEPTEMBER, 1999.



My Commission Expires: SEPT. 23, 2000

R. Byron Hicks, Jr.
NOTARY PUBLIC

NORTH CAROLINA - FORSYTH COUNTY

The foregoing (or annexed) certificate(s) of

R. Byron Hicks

Notary Public (Notaries Public) is certified to be correct this 8 day of September, 1999

DICKIE C. WOOD, REGISTER OF DEEDS
Deputy

Dickie C. Wood