



BK1835 P3578

DRAFTED BY: Lewis E. Hubbard

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PRESENTED TO
REGISTRAR
AND RECORDEDMAIL TO : HUBBARD REALTY,
285 S. Stratford Road, Winston-Salem, N.C. 27103

'94 SEP 14 P2:49

NORTH CAROLINA) DECLARATION OF RESTRICTIVE COVENANTS SPEAS
FOR: DARWICK ACRES, SECTION 4, PHASE 1 DEEDS
FORSYTH COUNTY) FORSYTH CO. N.C.

16 of Hilda Green

KNOW ALL MEN BY THESE PRESENTS, That, whereas, HUBBARD REALTY OF WINSTON-SALEM, INC. -AND- RAMEY DEVELOPMENT CORPORATION, are the owners of all of the lots in the development known as DARWICK ACRES, SECTION 4, PHASE 1, a plat of which is recorded in Plat Book 37, page 89, 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 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 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 two-story dwelling shall contain at least 1800 square feet of floor space, as measured above, with a minimum of 900 square feet on the first floor. A split foyer of split level dwelling shall contain at least 1800 square feet of floor space, as measured above, with a minimum of 1200 square feet on the main level. A one and one-half (1 1/2) story dwelling shall contain at least 1100 square feet of floor space on the first floor, with a total of 1600 square feet within the dwelling (the inside of the top floor need not be finished), as measured above.

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 or Adjustment or other legal governmental authority without consent of the Developer.

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 paved 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 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 temporarily or permanently.

10. 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.

11. 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.

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 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.

14. SCREENING: The erection of satellite and/or television receiving dishes, clothes lines, the maintenance of exterior garbage cans, 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.

15. ANTENNAE: No exterior radio antennae nor satellite dishes shall be permitted if visible by public view from any street.

16. **FENCING:** No chain link or other restraining type fencing may be erected nearer the front property line than the rear 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 side street than 40 feet.

17. **STREETS:** All streets in this development have been constructed as public streets, meeting the standards of the North Carolina Department of Transportation (NCDOT) for subdivision streets. The developer has dedicated a right-of-way having a width of at least fifty (50) feet. As of the date of the recording of the map, the streets have been inspected by the District Engineer of the NCDOT and certified as having been planned and constructed according to NCDOT standards, including those relating to grading, roadbed, paving and drainage.

The streets may be accepted by the NCDOT for addition to the State Highway System as State maintained roads upon petition by affected lot owners when a sufficient percentage of the lots are individually owned and when there are a sufficient number of occupied dwellings for each applicable segment of street. Reference is made to the Regulations of the NCDOT for a more complete discussion of procedures regulating the admission of streets to the State system.

Following such a petition, the streets will be reinspected by the NCDOT to insure that they continue to meet all State standards, including condition of rights-of-way and drainage ditches and swales.

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, tilled or altered in any way except in accordance with the standards of the 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. **DEVELOPER'S RIGHT OF MODIFICATION:** 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, for a term of twenty (20) 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 HUBBARD REALTY OF WINSTON-SALEM, INC. - AND- RAMEY DEVELOPMENT CORPORATION and all subsequent purchasers of lots in the development known as **DARWICK ACRES, SECTION 4, PHASE 1** that all conveyances of a lot or lots in said development are made subject to the foregoing covenants, conditions and restrictions, and that

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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. 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) of 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 judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, HUBBARD REALTY OF WINSTON-SALEM, INC. AND RAMEY DEVELOPMENT CORPORATION have hereunto set their hands and seals, this the 12th day of September, 1994.

HUBBARD REALTY OF WINSTON-SALEM, INC.

BY:

Lewis E. Hubbard
LEWIS E. HUBBARD, PRESIDENT

Emma E. Hubbard
EMMA E. HUBBARD, SECRETARY

RAMEY DEVELOPMENT CORPORATION

C.J. Ramey
C.J. RAMEY, PRESIDENT

(SEAL)

Kimberly R. Hicks
~~Kimberly R. Hicks~~ SECRETARY

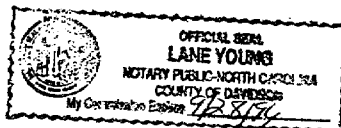
Kimberly R. Hicks, Atty

STATE OF NORTH CAROLINA-COUNTY OF FORSYTH

This 13th day of September, 19 94, personally came before me, Lane Young, a Notary Public, Emma B. Hubbard who, being by me duly sworn, says that § he 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 he, the Emma B. Hubbard is the --- Secretary of the said Corporation, and saw the President sign the foregoing instrument, and saw the Commons Seal of said Corporation affixed to said instrument by said President, and the s he, the said Emma B. Hubbard, signed 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 13th day of September, 19 94.

Lane Young
NOTARY PUBLIC



My Commission Expires: 9/28/96

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 13th day of September, 1994, personally came before me, Lane Young, a Notary Public, Kimberly E. Hill who, being by me duly sworn, says that she knows the Common Seal of Ramey Development Corporation and is acquainted with C.J. Ramey, who is the President of said Corporation, and that she, the said Kimberly E. Hill is the Secretary of the said Corporation and saw the said President sign the foregoing instrument, and saw the Common Seal of the said Corporation affixed to said instrument by said President, and the she, the said Kimberly E. Hill, signed her name in attestation of the execution of the said instrument in the presence of said President of said Corporation.

WITNESS my hand and Notarial Stamp or Seal, this the 13th day of September, 1994.

Lane Young
Notary Public



My Commission Expires:

9/28/96

NORTH CAROLINA-FORSYTH COUNTY

The foregoing (or annexed) certificate(s) of Lane Young, NP, Davidson
Co. NC

Notary Public (Notaries Public) is certified to be correct this 14 day of September
A.D. 1994

Abraham Bell Deputy