


FORSYTH CO, NC 295 FEE: \$ 29.00
PRESENTED & RECORDED: 01/15/2003 3:58PM
DICKIE C. WOOD REGISTER OF DEEDS BY: THOMAS
BK2314 P2036 - P2041



DRAFTED BY: Lewis E. Hubbard

MAIL TO: *Box #120* HUBBARD REALTY
2110 Cloverdale Avenue, Winston-Salem, NC 27103

NORTH CAROLINA) RESTRICTIVE COVENANTS FOR
DARWICK ACRES, SECTION FIVE, PHASE 1
FORSYTH COUNTY) (REVISED)

KNOW ALL MEN BY THESE PRESENTS, that HUBBARD REALTY OF WINSTON-SALEM, INC. and RAMEY DEVELOPMENT CORPORATION, both North Carolina Corporations with its principal office and place of business in the City of Winston-Salem, North Carolina, does hereby covenant and agree to and with all persons, firms, and corporations now owning or hereafter acquiring any numbered lot in DARWICK ACRES, SECTION FIVE, PHASE 1 (REVISED), Forsyth County, North Carolina, as shown by plat recorded in Plat Book 45, Page 26 in the Office of the Register of Deeds of Forsyth County, North Carolina, that said numbered lots are hereby subjected to the following restrictions as to use thereof, and the restrictions are to run with the said property, and every part thereof, by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE: 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 1100 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 1400 square feet of

floor space as measured above. A split foyer or split-level dwelling shall contain at least 1100 square feet of floor space as measured above. A one and one-half (1½) story dwelling shall contain at least 750 square feet of floor space on the first floor, with a total of 1100 square feet within the dwelling (the inside of the top floor need not be finished), as measured above.

4. **BUILDING SETBACK RESTRICTIONS:** As to each lot, there shall be total minimum side yards not less than 20 feet in width, no one of which shall be less than 7 feet in width. No building or part of the building other than steps, open porches, overhanging eaves or cornices, shall extend nearer the front property line than 20 feet, nor nearer the rear property line than 25 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 in adjacent to the street than as shown on the recorded plat or 20 feet, whichever is greater.
5. **DWELLING TYPE RESTRICTIONS:** No manufactured structures of any kind, including mobile homes, double-wides, pre-manufactured homes, campers or trailers, shall be used on any lot at any time as a residence, either temporarily or permanently.
6. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or drainage channels in the easements, or which may obstruct or retard the flow of water through the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. HUBBARD REALTY OF WINSTON-SALEM, INC. and RAMEY DEVELOPMENT CORPORATION reserves the right to create and impose additional easements or rights-of-way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and shall not be construed to invalidate any of these covenants.
7. **FOUNDATIONS:** No portion of any building erected on this property shall have exposed concrete blocks on the exterior; stucco or surewall foundations are acceptable.
8. **DRIVEWAYS:** All driveways shall be paved or concrete.
9. **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.

10. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as dumping grounds 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 on a clean and sanitary condition.
11. **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.
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. **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.
14. **PARKING:** The parking on the streets of boats and campers or unregistered or unlicensed automobiles for more than twenty-four hours shall not be permitted. The parking on streets or in front 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.
15. **SCREENING:** The erection of clothes lines, the maintenance of exterior garbage cans, the storage of boats, campers, and trailers in clear view of open recreation areas shall not be permitted unless stored in a screened enclosure, either manmade or natural.
16. **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 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 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 street will be reinspected by the NCDOT to insure that they continue to meet all state standards, including condition of right-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, tiled or altered in any way except in accordance with the standards of the City of Winston-Salem.

17. DEVELOPERS' RIGHT OF MODIFICATION: HUBBARD REALTY OF WINSTON-SALEM, INC. and RAMEY DEVELOPMENT CORPORATION has developed this subdivision pursuant to a general plan or scheme of development. However, HUBBARD REALTY OF WINSTON-SALEM, INC. and RAMEY DEVELOPMENT CORPORATION reserves the right to cancel, modify, or change any of these restrictions by 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. The said HUBBARD REALTY OF WINSTON-SALEM, INC. and RAMEY DEVELOPMENT CORPORATION 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 Office of the Register of Deeds of Forsyth County, North Carolina.
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. FENCING: No chain link or other restraining type fencing may be erected nearer the front property line than the front 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.
20. APPLICABLE PERIOD: The foregoing covenants, restrictions and conditions shall remain in full force and effect, unless sooner changed in accordance with paragraph 17 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 RAMEY DEVELOPMENT CORPORATION and all subsequent

purchasers of lots in the development known as DARWICK ACRES, SECTION FIVE, PHASE 1 (REVISED), that all conveyances of a lot or lots in said development are made subject to the forgoing covenants, conditions and restrictions, and that 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 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 judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

22. **PREVIOUS RESTRICTIONS:** The lots in Plat Book 45, Phase 26 were previously restricted in Book 1867, Page 1294, by reference to those restrictions recorded in Book 1835, Page 3578. Paragraph 19 of those restrictions allowed Hubbard Realty of Winston-Salem, Inc. and Ramey Development Corporation to modify or change those restrictions in their sole discretion. This document is an exercise of the authority given in Paragraph 19.

IN WITNESS WHEREOF, HUBBARD REALTY OF WINSTON-SALEM, INC. and RAMEY DEVELOPMENT CORPORATION have hereunto set their hands and seals, this the ____ day of January, 2003.

HUBBARD REALTY OF WINSTON-SALEM, INC.

BY: *James E. Hubbard*

ATTEST:

James E. Hubbard
(CORPORATE SEAL)---Secretary

RAMEY DEVELOPMENT CORPORATION

BY: *C. J. Ramey*

ATTEST:

Chad Ramey
(CORPORATE SEAL)---Secretary

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This the 9th day of January, 2003, personally came before me, Crystal A. Martin, a Notary Public of Davidson County, Emma B. Hubbard, who, being by me duly sworn, says that (s)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 (s)he, 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 (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 9th day of January, 2003.



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

Crystal A. Martin

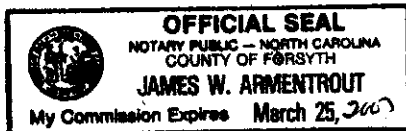
Notary Public

My Commission Expires: January 31, 2004

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This the 9th day of January, 2003, personally came before me, James W. Armentrout, a Notary Public, Diana Ramey, who, being by me duly sworn, says that (s)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 (s)he, the said Diana Ramey, 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 (s)he, the said Diana Ramey, 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 9th day of January, 2003.



OFFICIAL SEAL
NOTARY PUBLIC - NORTH CAROLINA
COUNTY OF FORSYTH
JAMES W. ARMENTROUT
My Commission Expires March 25, 2007

James W. Armentrout

Notary Public

My Commission Expires: 3-25-2007

STATE OF NORTH CAROLINA - FORSYTH COUNTY

The foregoing (or annexed) certificate of James W. Armentrout

(are) certified to be correct. This the 15 day of Jan 2003.

DICKIE C. WOOD, REGISTER OF DEEDS

Register of Deeds

By [Signature] Deputy

Probate and Filing Fee \$ --- paid.