

FORSYTH CO, NC **92** FEE: \$ 23.00
PRESENTED & RECORDED: 02/10/2004 11:42AM
DICKIE C. WOOD REGISTER OF DEEDS BY: POINDE
BK2444 P 488 - P 491

FORSYTH CO, NC **257** FEE: \$ 26.00
PRESENTED & RECORDED: 02/25/2004 4:01PM
DICKIE C. WOOD REGISTER OF DEEDS BY: POINDE
BK2447 P3169 - P3173

Prepared by Brant H. Godfrey
Return to Hubbard Realty (Box #126)

NORTH CAROLINA)
)
FORSYTH COUNTY)

**DECLARATION OF RESTRICTIVE COVENANTS
FOR DAR RIDGE, PHASE 2, SECTION 1**

and Hubbard Realty of Winston-Salem, Inc. (Hubbard Realty), each

KNOW ALL MEN BY THESE PRESENTS, that JRT Developers, Inc. a corporation organized and existing under the laws of the State of North Carolina, with its principal office and place of business in the City of Winston-Salem, North Carolina, does hereby covenant and agree, for itself and its heirs and assigns, with all persons, firms, corporations, or other parties hereafter acquiring title to any numbered lot in DAR RIDGE, PHASE 2, SECTION 1, as shown by plat recorded in Plat Book 46, Page 119, 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 the 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 1,100 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 1,400 square feet of floor space as measured above. A split foyer or split-level dwelling shall contain at least 1,100 square feet of floor space as measured above. A one and one-half (1 1/2) story dwelling shall contain at least 750 square feet of floor space on the first floor, with a total of 1,100 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 20 feet in width, no one of which shall be less than 7 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 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 line 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 home, double-wides, pre-manufactured home, 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, nor 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 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. JRT Developers, Inc. and Hubbard Realty 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 recording the 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 in 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 at any time as a residence, either temporary 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 (24) hours shall not be permitted. The parking on the streets or in front of the lots of vehicles in excess of one ton is prohibited, with exceptions only as follows: (a) during the construction period of the dwelling; (b) for immediate deliveries and pick-ups; and (c) 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 man-made 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 developer has 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 the recording of this map, the streets have been inspected by the District Engineer of the NCDOT and certified as having been

planned and constructed in accordance with the NCDOT standards, including those relating to grading, roadbed, paving, and draining.

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 procedure regarding 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 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. **DEVELOPER'S RIGHT OF MODIFICATION:** JRT Developers, Inc./has developed this subdivision pursuant to a general plan or theme of development, and does not intend to abandon this general plan. However, JRT Developers, Inc. ^{and Hubbard Realty} reserves the right to cancel, modify, or change any of these restrictions by the written consent of JRT Developers, Inc. ^{and Hubbard Realty} 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 JRT Developers, Inc. ^{and Hubbard Realty} JRT Developers, Inc. ^{and Hubbard Realty} 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 these covenants are recorded, 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 it is agreed to change the said covenants in whole or in part.

It is expressly understood and agreed between JRT Developers, Inc. ^{and Hubbard Realty} and all subsequent purchasers of lots in the development known as DAR RIDGE, PHASE 2, SECTION 1, that all conveyances of lots or lot 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. **ADDITIONAL PROVISIONS:** No captions or titles in these Restrictive Covenants shall be considered in the interpretation of any of the provision 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.

and Hubbard Realty have each
IN WITNESS WHEREOF, JRT Developers, Inc. has caused this instrument to be signed in its corporate name by a duly authorized officer by authority of its Board of Directors, this 10 day of February, 2004.

HUBBARD REALTY OF WINSTON-SALEM, INC.

JRT DEVELOPERS, INC.

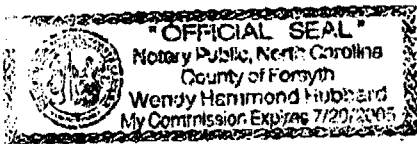
By: *Bruce R. Hubbard*
Bruce R. Hubbard, Vice President

By: *Ronald Brewer*
President

NORTH CAROLINA - FORSYTH COUNTY

I, Wendy Hammond Hubbard, a Notary Public of FORSYTH County, North Carolina, certify that RONALD BREWER personally came before me this day and acknowledged that he is _____ President of JRT DEVELOPERS, INC., a corporation, and that he, as _____ President, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this 10 day of February, 2004.



Wendy Hammond Hubbard
Notary Public
My Commission expires: 7/20/05

The foregoing certificate of Wendy Hammond Hubbard is certified to be correct at the date of recordation shown on the first page hereof.

DICKIE C. WOOD
REGISTER OF DEEDS FOR FORSYTH COUNTY
By: *Dickie C. Wood*
Deputy/Assistant