



2021000929 00018

FORSYTH CO, NC FEE \$26.00

PRESENTED & RECORDED:

01-08-2021 08:36:54 AM

LYNNE JOHNSON

REGISTER OF DEEDS

BY: ANGELA BOOE, DPTY

BK: RE 3578

PG: 3152-3155

Prepared by Brant H. Godfrey  
Return to JMBI Investments, Inc. (Hubbard Realty's Box 126)

NORTH CAROLINA )  
FORSYTH COUNTY )

**RESTRICTIVE COVENANTS FOR ELLIS COURT  
LOTS 1, 2 and 3, AND PRIVATE DRIVE  
MAINTENANCE OBLIGATIONS**

**KNOW ALL MEN BY THESE PRESENTS:** That Whereas JMBI Investments, Inc., a North Carolina corporation having its principal office in Forsyth County, North Carolina, is the owner of all of the lots shown on a Map entitled "Recombination Survey For JMBI Investments, Inc." and recorded in Plat Book **73** at Page **21**, in the Office of the Register of Deeds of Forsyth County, North Carolina; and whereas the undersigned desires to impose certain restrictions and conditions upon present and future owners of said lots;

**NOW, THEREFORE,** the undersigned hereby covenants and agrees, for itself and its heirs and assigns, with **all** persons, firms, corporations, or other parties hereafter acquiring title to aforesaid lots, 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 of the said lots, 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. No more than one residential home may be constructed on a lot.
3. **DWELLING SIZE RESTRICTIONS:** No dwelling shall be built, erected, altered or used unless it shall contain at least 1,600 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. A two-story dwelling shall contain at least 1,800 square feet of floor space as measured above. A one and one-half story dwelling shall contain at least 1,700 square feet as measured above. Split-level and split-foyer homes shall have a minimum of 1,400 square feet of floor space on the main floor(s) (excluding the lower level) of the structure.

Original to: Bruce Hubbard

4. SET BACK RESTRICTIONS: All dwellings, detached garages and other outbuildings shall be setback from the front property line a minimum of 50 feet and 20 feet for the side and rear property lines, providing such setbacks do not violate local zoning ordinance.
5. FOUNDATIONS: Foundations for all structures built on the lots described herein shall be brick or stone veneer.
6. PETS: No more than six (6) pets are permitted on any one lot provided the pets are not a nuisance to the adjoining property owners. However, pets may not be kept, bred, or maintained for any commercial purposes. Typical North Carolina farm animals are considered pets.
7. 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 containers and/or equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and be located on the lot in accordance with the setback restrictions in paragraph 4 above. Garbage containers shall be screened from public view from the shared entrance drive and the adjoining lots except on the days of trash pickup.
8. 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 permanently.
9. DETACHED GARAGES AND OUTBUILDINGS: Permitted are detached garages for a maximum of 4 vehicles and one additional outbuilding not to exceed 1,200 square feet.
10. MAINTENANCE OF THE SHARED ENTRANCE DRIVE AND COMMON UTILITIES: Each lot owner of a lot identified on the recorded plat referenced above shall bear financial responsibility equally for costs associated with the maintenance of the access and utilities easements appurtenant to the lots herein. The standard of maintenance of the roadway shall be "all weather condition." A two-thirds majority vote shall be required to authorize expenditures related to said maintenance, with one-third of the cost allocated to each lot. This responsibility for a proportionate share of costs shall be appurtenant to and run with the lands subject hereto; however, notwithstanding any of the above, owners of lots which remain unimproved (no structures having been built upon them) shall be responsible for only one-tenth of the total maintenance costs authorized to be expended under this section. Upon commencement of construction of improvements to a lot (the obtaining of a building permit for same and physical work beginning on the lot), the provisions of this section shall apply with regard to a full proportionate share of the costs of maintenance. For illustrative purposes:
  - a. All three lots unimproved: Each owner pays one-third of maintenance costs
  - b. One lot improved, two unimproved: Improved lot owner pays 80%, each unimproved lot owner pays 10%
  - c. Two lots improved, one unimproved: Improved lot owners pay 45% each, unimproved lot owner pays 10%
  - d. All three lots improved: Each owner pays one-third of maintenance costs
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 of trucks, tractor trailers, any commercial vehicles, boats, marine craft, trailers, campers, motor homes, motorcycles or any unregistered/unlicensed vehicles on the shared entrance drive at any time is prohibited. Parking of the above vehicles overnight on a lot described herein is prohibited unless such vehicles are parked inside a structure or screened from view from the entrance drive and the adjoining property. Only non-commercial automobiles, pickup trucks, or SUVs are permitted to be parked overnight on the private driveways on the lots described herein. Parking on yards is prohibited.
14. ANTENNAE AND SATELLITE DISH: One antennae/satellite dish per lot not to exceed thirty-six (36) inches in height if attached to a structure or 15 feet in height if not attached to a structure is permitted. The antennae/satellite dish may be attached anywhere on a structure providing it is not placed nearer the front property line than the front wall of dwelling. In the event the antennae/satellite dish is not attached to a structure, it may not be placed nearer the front property line than the rear wall of the dwelling and must be setback from the side or rear property lines a minimum of 20 feet.
15. FENCING: Chain link fencing may not be erected nearer the front property line than the front wall of the single-family dwelling thereon. Only chain, link, wood, vinyl, aluminum, stone, brick, or wrought iron fencing is permitted. The "smooth" side of the fencing material shall be facing the outside of the lot upon which the fence is located. Chain link fencing must have either a black or dark green coating. Fencing is permitted in the front yard; but must be set back 30 feet from the property line within the easement for the shared entrance drive. The maximum height of fencing in the front yard is five (5) feet.
16. ABOVE GROUND FUEL/STORAGE TANKS: Above ground fuel and/or storage tanks are prohibited.
17. 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.
18. RIGHT OF MODIFICATION: These deed restrictions may be modified with unanimous consent of all the property owners (one vote per lot) who own a lot identified on the recorded plat referenced above that have access to and share in the maintenance of the shared entrance drive as described above, providing such change is permissible to all parties having legal rights in the property, such as mortgage lenders and property insurers.
19. TREE PRESERVATION: The owners of the lots shall be prohibited from clear-cutting their entire lot except in the instance of a natural disaster.

It is expressly understood and agreed by all subsequent purchasers of the lots described hereinabove that all conveyances of lots are made subject to the foregoing covenants, conditions and restrictions, and that they are for the protection and general welfare of the property owners and shall be covenant running with the land and binding upon all parties purchasing said lots and their heirs, successors, assigns, administrators, or executors.

No captions or titles in this declaration of covenants, restrictions and conditions 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 wise affect any of the provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the JMBI Investments, 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 the 7<sup>th</sup> day of January, 2021.

JMBI INVESTMENTS, INC.

BY: *Bruce R. Hubbard*

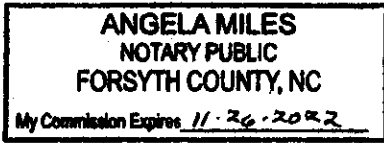
Bruce R. Hubbard, President

NORTH CAROLINA - FORSYTH COUNTY

I certify that the following person personally appeared before me this day, that I have personal knowledge of the identity of said person, and that he acknowledged to me that he signed the foregoing document: Bruce R. Hubbard

Date: 1-7-2021

[Stamp or Seal]



Signature of Notary

*Angela Miles*

ANGELA MILES

Typed or Printed Name of Notary

My Commission expires

11-26-2022