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FORSYTH CO, NC FEE \$26.00
PRESENTED & RECORDED:

07-08-2022 08:25:58 AM

LYNNE JOHNSON
REGISTER OF DEEDS
BY: CHELSEA B POLLOCK, DPTY

BK: RE 3705

PG: 3620-3626

Prepared by/return to: Brant H. Godfrey (Box 90)

NORTH CAROLINA) *Box - 58*
)
 FORSYTH COUNTY)

**DECLARATION OF
 RESTRICTIVE COVENANTS FOR
 HIGH KNOLL, SECTION 3
 LOTS 1-34 ONLY,
 (NOT APPLICABLE TO LOT 142)**

KNOW ALL MEN BY THESE PRESENTS: That Whereas HUBBARD REALTY OF WINSTON-SALEM, INC., a North Carolina corporation having its principal office in Forsyth County, North Carolina, and RAMEY PROPERTIES, LLC, a North Carolina Limited Liability Company having its principal office in Forsyth County, North Carolina (hereinafter collectively referred to as "Declarant"), are the owners of all the lots identified above (Lots 1-34, inclusive) in the development known as HIGH KNOLL, SECTION 3, map of which is recorded in Plat Book 76, Page 38, in the Office of the Register of Deeds of Forsyth County, North Carolina; and whereas Declarant desires to impose certain restrictions and conditions upon present and future owners of said lots;

NOW, THEREFORE, Declarant hereby covenants and agrees, for itself and its successors and assigns, with all persons, firms, corporations, or other parties hereafter acquiring title to lots in aforesaid development, that all 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. **LAND USE AND BUILDING:** No lot shall be used except for residential purposes, and no building of any type shall be erected, altered, or permitted to remain on any lot other than one stick-built detached single-family dwelling and its customary appurtenant structures. Storage buildings shall be located in rear yards only and shall be screened from view from the street. When the construction of any building is once begun, work thereon shall be pursued diligently and continuously until the full completion; and must be completed in accordance with said plans within twelve months after the start of the first construction upon each building lot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities.

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 AND LOCATIONS:

A. Size: The living area of any residential dwelling, exclusive of one-story porches, garages, carports, and patios, shall be not less than 1,500 square feet for all one-story dwellings and 1,800 square feet for all dwellings more than one story. No split-level dwelling may be constructed.

B. Building Location:

i. No residential dwelling shall be located on any lot nearer to the front lot line, rear lot line, or nearer to the side street line than the minimum building setback lines which may be shown on any plat of the subdivision, or nearer than the zoning ordinance allows for any setback.

ii. 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, or on a line parallel with the nearest side of the residence to the street, whichever is less.

iii. For the purposes of this paragraph 3, eaves and steps shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

iv. Any front facing garage shall have an electrically operating garage door.

4. DRIVEWAY CONSTRUCTION: All driveways shall be paved with asphalt or concrete.

5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

6. GENERAL RESTRICTIONS:

A. Excavation: No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

B. Waste and Refuse: No lot or other area in the subdivision shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any

which might tend to cause disorderly, unsightly or unkept conditions; and such other activities shall not be pursued or undertaken on any part of any lot or common area without the written consent of Declarant.

J. Animals: No animals, livestock, or poultry of any kind 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.

K. Pools: No above-ground pools, except children's wading pools, shall be located on any lot in the subdivision.

L. 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 or tend to damage or destroy either private or public property.

M. Firearms and Hunting: All types of firearms and pyrotechnics, including but not limited to, shotguns, rifles, and pistols, are prohibited from being discharged or carried on any lot; provided, however, that firearms may be kept inside any residential dwelling for protection purposes only. Hunting of any type, or discharge of any firearms, including pellet guns or BB guns, is prohibited on any lot.

7. MOTORIZED VEHICLES:

A. All motorized vehicles operating on any lot must be properly mufflered so as to eliminate noise which might be offensive to others. Two- or three-wheeled motorized vehicles, as well as four-wheel "ATVs," "go-carts," or "beach buggy" type vehicles, are prohibited from being used or operated on any lot, provided, however, this shall not prohibit use of any vehicles by the U.S. Postal Service or by law enforcement agencies, or of licensed vehicles for necessary ingress or egress to and from any lot.

B. No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body, or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street in the subdivision, nor shall any such vehicle be stored in the side or rear yard of any residence unless screened or enclosed so as not to be visible. No such vehicle or equipment shall be used as a residence or office temporarily parked and in use for the construction, maintenance, or repair of a residence in the immediate vicinity.

C. Trucks with tonnage in excess of one (1) ton and any vehicle with painted advertisement shall not be permitted to park in public view overnight within the subdivision except those used by a builder during the construction of improvements.

D. No vehicle of any size which transports inflammatory or explosive cargo may be kept in the subdivision at any time.

E. No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of North Carolina.

8. **APPLICABLE PERIOD:** The foregoing covenants, restrictions, and conditions shall remain in full force and effect, unless sooner changed in accordance with paragraph 11 herein, until January 1, 2051, at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of five 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.

9. **GOVERNMENT REGULATIONS:** No covenant or restriction contained herein shall be construed to be contrary to or in conflict with any applicable and valid law, ordinance, or regulation of any properly constituted governmental body having jurisdiction over any lot. Any variance between the provisions of this Declaration and any such applicable, valid law, ordinance, or regulation (including any amendment thereof) shall be construed so that the latter shall take precedence.

10. **CONSTRUCTION AND ENFORCEMENT:**

A. In all cases the restrictions set forth or provided for in these restrictions shall be construed together and shall be given that interpretation or construction which will best tend toward their strict enforcement, and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

B. If the owner of any of the lots subject to this Declaration or their heirs, assigns, or successors in title, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, person, firms or corporations owning any real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons, firms and corporations, violating or attempting to violate any such covenant, and either prevent him or them from so doing or to recover damages for such violations.

C. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the remaining provisions hereof, which shall remain in full force and effect.

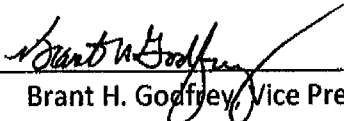
11. **AMENDMENTS BY DECLARANT:** Any restriction, covenant or condition hereinafter set forth may be removed, modified, or changed by securing the written consent of Declarant, which written consent shall be duly executed, acknowledged and recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, and which written consent may be given

or withheld within the uncontrolled and sole discretion of the Declarant, and its heirs and assigns. The Declarant may convey its rights 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 Deed of Forsyth County, North Carolina.

8. Maintenance and Repair of Mailbox CBU. Each owner of a Lot subject to these Restrictive Covenants, by acceptance of a deed therefor, agrees to be responsible for a prorata share of any necessary costs to maintain, repair or replace the mailbox CBU serving the lots herein. Any decision as to the necessity of such maintenance, repair or replacement shall be by the vote of two-thirds of the lot owners herein, and any lot owner may enforce the collectability of such duly voted upon assessment.

IN WITNESS WHEREOF, Hubbard Realty of Winston-Salem, Inc. has caused this instrument to be signed in its corporate name by its respective duly authorized officer by authority of its respective Board of Directors, and Ramey Properties, LLC, has caused this instrument to be signed in its company name by its duly authorized Manager, this 21st day of JUNE, 2022.

HUBBARD REALTY OF WINSTON-SALEM, INC.

By: 
Brant H. Godfrey, Vice President


RAMEY PROPERTIES, LLC

By: 
C. J. Ramey, Manager

NORTH CAROLINA - FORSYTH COUNTY

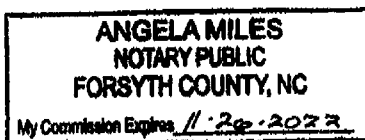
I certify that the following person(s) personally appeared before me this day, that I have personal knowledge of the identity of said person(s), and that each acknowledged to me that he voluntarily signed the foregoing document for the purposes stated therein and, in the capacity indicated: Brant H. Godfrey

Date: 6-21-22


ANGELA MILES, Notary Public

My commission expires 11-20-2022

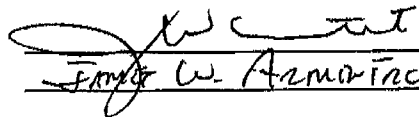
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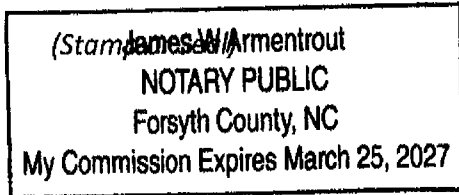
NORTH CAROLINA - FORSYTH COUNTY

I certify that the following person(s) personally appeared before me this day, that I have personal knowledge of the identity of said person(s), and that each acknowledged to me that he voluntarily signed the foregoing document for the purposes stated therein and, in the capacity indicated: C. J. Ramey

Date: 6/23/22



James W. Armentrout, Notary Public



My commission expires: 3/25/2027