



2023019866 00127

FORSYTH CO, NC FEE \$26.00

PRESENTED & RECORDED:

06-13-2023 03:28:45 PM

LYNNE JOHNSON

REGISTER OF DEEDS

BY: OLIVIA DOYLE, ASST

**BK: RE 3758**

**PG: 3184-3185**

NORTH CAROLINA )  
  )  
FORSYTH COUNTY )

RESTRICTIVE COVENANTS  
LEWISVILLE PLACE  
Section V

KNOW ALL MEN BY THESE PRESENTS, that HUBBARD REALTY OF WINSTON-SALEM, INC., a North Carolina corporation, does hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the property shown on the plat of LEWISVILLE PLACE SECTION V, recorded in Plat Book 77, Page 157, in the Office of the Register of Deeds of Forsyth County, North Carolina, and that said property is hereby subjected to the following restrictions as to the use thereof, which restrictions shall be and are covenants running with the land, binding upon whomsoever shall own said property, to-wit:

- (a) All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling, not to exceed two and one-half stories in height, a private garage, and other outbuildings incidental to residential use of the lot.
- (b) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (c) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain not less than 1200 square feet of heated area in the case of a one-story structure, nor less than 700 square feet of heated area in the case of a one and one-half or two-story structure; and in the case of a split level or similar design house, the main structure shall contain not less than 1400 square feet of heated floor space.
- (d) No cinder block, concrete or concrete block in any structure shall be visible from the street.
- (e) Household pets may be kept for non-commercial purposes on any lot if they are properly confined and do not constitute a nuisance.
- (f) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Original to: Brant Godfrey

(g) Any restrictions, covenant or condition hereinabove set forth may be removed, modified or changed by securing the written consent of HUBBARD REALTY OF WINSTON-SALEM, INC. or its successors or assigns, which written consent shall be duly executed, acknowledged and recorded in the Office of the Register of Deeds, 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. or its successors or assigns.

(1) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded.

This the 13 day of June, 2023.

HUBBARD REALTY OF WINSTON-SALEM, INC.

By: *Hubbard Realty* I.U.R.

NORTH CAROLINA - FORSYTH COUNTY

I Janice K. L. Irwin, a Notary of the above state and county, certify that the following person(s) personally appeared before me this day, that I have personal knowledge (or have received satisfactory evidence) of the identity of said person(s), and that each acknowledged to me that he and/or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated:

Date: June 13, 2023

*Janice K. L. Irwin*  
Signature of Notary Public

My commission expires: 6/7/2027

