

Drawn by James W. Amantout

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MAIL TO: HUBBARD REALTY, 285 S. Stratford Road, Winston-Salem, NC  
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DRAFTED BY: Lewis E. Hubbard

NORTH CAROLINA

DAVIDSON COUNTY

DECLARATION OF RESTRICTIVE COVENANTS  
FOR: MONTICELLO, SECTION EIGHT

KNOW ALL MEN BY THESE PRESENTS: That, Whereas HUBBARD REALTY OF WINSTON-SALEM, INC. and RAMEY DEVELOPMENT CORPORATION are the owners of all of the lots in the development known as MONTICELLO, SECTION EIGHT plat of which is recorded in Plat Book 23, page 89, in the Office of the Register of Deeds of DAVIDSON County, North Carolina; and whereas, the undersigned desire to impose certain restrictions and conditions upon present and future owners of said lots;

NOW, THEREFORE, the undersigned hereby covenant and agree for themselves, their heirs, successors and/or assigns, with all persons, firms, corporations, or other parties hereafter acquiring title to lots in aforesaid development, that all of the said lots are to the use thereof, said conditions and restrictions to be appurtenant to and to run with all of the lots in said development, 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.

3). **DWELLING SIZE RESTRICTIONS:** No dwelling shall be built, erected, altered or used unless it shall contain at least 1000 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 building shall contain at least 1300 square feet of floor space as measured above. A split-foyer, shall contain at least 1000 square feet of floor space on the upper level as measured above. A split-level shall contain at least 1000 square feet of floor space on the two principal levels as measured above. A one and one-half story dwelling shall contain at least 800 square feet on the first level; the second level entry may be left unfinished.

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4). **DWELLING TYPE RESTRICTIONS:** No manufactured structures of any kind, including mobile homes, double-wide, pre-manufactured homes, campers or trailers, shall be used on any lot at any time as a residence, either temporarily or permanently.

5). **SET BACK RESTRICTIONS:** As to each lot, there shall be total minimum side yards not less than 25 feet in width, no one of which shall be less than 10 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 30 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. Deviations from building line restrictions not in excess of ten percent (10%) shall not be construed as a violation of these covenants.

6). **GARAGES AND FOUNDATIONS:** No front entrance basement garages shall be permitted. No portion of any building erected on this property shall have exposed concrete blocks on the exterior; stucco or surewall foundations are acceptable.

7). **DRIVEWAYS:** All driveways shall be paved or concrete.

8). **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.

9). **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground 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.

10). **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.

11). **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.

12). **ANTENNAE:** No exterior radio antennae nor satellite dishes shall be permitted if visible by public view from any street.

13). **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

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builder to advertise the property during the construction and sales period.

14). **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.

15). **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.

16). **PARKING:** The parking on the streets of boats, campers, large trucks or unregistered or unlicensed vehicles for more than twenty-four (24) hours shall not be permitted. The parking on streets or in front yards of trucks and vehicles with a gross carrying weight in excess 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.

17). **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 which may change the direction of the flow of water through drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. 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** reserve 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.

18). **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 having a width of at least 50 feet. As of the date of the recording of the 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

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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 streets will be reinspected by the NCDOT to insure that they continue to meet all State standards, including condition of rights-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 NCDOT.

19. **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.

20. **DEVELOPER'S RIGHT OF MODIFICATION:** HUBBARD REALTY OF WINSTON-SALEM, INC. and RAMEY DEVELOPMENT CORPORATION have developed this subdivision pursuant to a general plan or theme of development, and do not intend to abandon this general plan. However, HUBBARD REALTY OF WINSTON-SALEM, INC. -and- RAMEY DEVELOPMENT CORPORATION reserve the right to cancel, modify, or change any of the above restrictions by the 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 DAVIDSON County, North Carolina and which written consent may be given or withheld within the uncontrolled as sole discretion of HUBBARD REALTY OF WINSTON-SALEM, INC. and RAMEY DEVELOPMENT CORPORATION, as HUBBARD REALTY OF WINSTON-SALEM, INC. and RAMEY DEVELOPMENT CORPORATION may deem best for the general plan or scheme of development.

21. **APPLICABLE PERIOD:** The foregoing covenants, restrictions, and conditions shall remain in full force and effect, unless sooner changed in accordance with paragraph (15) herein, for a period of twenty (20) years from the recording of this Declaration of Restrictive Covenants, 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 who agree 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

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MONTICELLO, SECTION EIGHT 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.

22. No captions or titles in this Declaration of Covenants, Restrictions and Conditions 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 judgment or Court order shall in no wise affect any of the other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, HUBBARD REALTY OF WINSTON-SALEM, INC. - AND- RAMEY DEVELOPMENT CORPORATION, have hereunto set their hands and seals this 20<sup>th</sup> day of JANUARY, 1994

(CORPORATE SEAL)



HUBBARD REALTY OF WINSTON-SALEM, INC.

BY: [Signature]

ATTEST:

[Signature]  
Secretary

(CORPORATE SEAL)

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RAMEY DEVELOPMENT CORPORATION



BY: J. C. Adams  
U. S.

ATTEST:

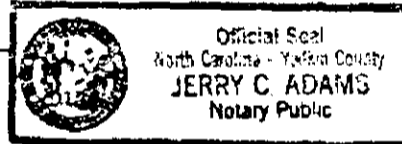
Kimberly R. Hicks  
Secretary

STATE OF NORTH CAROLINA-COUNTY OF DAVIDSON

This 2<sup>nd</sup> day of January, 1974, personally came before me, Jerry C. Adams, a Notary Public, Emma B. Hubbard who, being by me duly sworn, says that she knows the Common Seal of HUBBARD REALTY OF WINSTON-SALEM, INC. and is acquainted with Lewis C. Hubbard who is the President of said Corporation, and that she, the Emma B. Hubbard is the Secretary of the said Corporation, and saw the President sign the foregoing instrument, and saw the Commons Seal of said Corporation affixed to said instrument by said President, and the she, the said Secretary, 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 2<sup>nd</sup> day of January, 1974.

Jerry C. Adams  
NOTARY PUBLIC



My Commission Expires: Dec 19, 1995

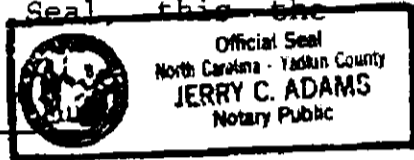
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STATE OF NORTH CAROLINA - COUNTY OF DAVIDSON

This 2<sup>nd</sup> day of January, 1994, personally came before me, Kimberly R. Hicks, a Notary Public, ~~Kimberly R. Hicks~~ who, being by me duly sworn, says that she knows the Common Seal of Ramey Development Corporation and is acquainted with ~~Kimberly R. Hicks~~ James W. Awaraid who is the President of said Corporation, and that she, the said ~~Kimberly R. Hicks~~ James W. Awaraid is the Secretary of the said Corporation and saw the said President sign the foregoing instrument, and saw the Common Seal of the said Corporation affixed to said instrument by said President, and she, the said ~~Kimberly R. Hicks~~ James W. Awaraid, signed her name in attestation of the execution of the said instrument in the presence of said President of said Corporation.

WITNESS my hand and Notarial Stamp or Seal, this 2<sup>nd</sup> day of January, 1994.

Jerry C. Adams  
Notary Public



My Commission Expires:

Dec 19, 1995

NORTH CAROLINA-DAVIDSON COUNTY

The foregoing (or annexed) certificate(s) of Jerry C. Adams

Notary Public (Notaries Public) is certified to be correct this 25 day of Jan 1994 A.D.

Dee S. Ward Deputy  
Register of Deeds

Ronald W. Collier