

728

MAIL TO: HUBBARD REALTY, 285 S. Stratford Road, Winston-Salem, N.C. 27103  
 DRAFTED BY: Lewis E. Hubbard  
 BOOK PAGE 728 11.00  
 NORTH CAROLINA FEB 9 9 46 AM '87  
 DAVIDSON COUNTY REGISTER OF DEEDS  
 THORNCLIFFE DAVIDSON COUNTY

KNOW ALL MEN BY THESE PRESENTS: That, Whereas HUBBARD REALTY OF WINSTON-SALEM, INC. and MCGUIRE CONSTRUCTION CO., INC. are the owners of all of the lots in the development known as THORNCLIFFE, a plat of which is recorded in Plat Book 19, page(s) 39, 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 and 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 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 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 single-family dwelling shall be built, erected, altered or used unless it shall contain at least 1300 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 1600 square feet of floor space as measured above. A split foyer, split level or 1-1/2 story dwelling shall contain at least 1500 square feet of floor space as measured above.
4. 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 the steps, open porches, overhanging eaves or cornices shall extend nearer the front property line than 40 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. GARAGES AND FOUNDATIONS: No front entrance basement garages shall be permitted, and no bare block construction shall be permitted to show above the ground level of any house.
6. DRIVEWAYS: All driveways shall be paved or concrete.

7. 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.

8. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. 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 temporarily or permanently.

10. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

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 on the streets of boats and campers or unregistered or unlicensed automobiles for more than twenty-four (24) hours shall not be permitted.

14. SCREENING: The erection of clothes lines, satellite dishes, of exterior garbage cans, the storage of boats, campers, and trailers in clear view of a public street shall not be permitted unless stored in a screened enclosure, either man-made or natural.

15. 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 according to NCDOT standards, including those relating to grading, roadbed, paving and drainage.

19. ADDITIONAL PROVISIONS: No captions or titles in this Declaration of Restrictive Covenants 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 provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the President and Ass't Secretary of HUBBARD REALTY OF WINSTON-SALEM, INC., and the President and Secretary of MCGUIRE CONSTRUCTION CO., INC. have hereunto set their hands and seals, this the \_\_\_\_\_ day of February, 1987.

HUBBARD REALTY OF WINSTON-SALEM, INC.  
By: [Signature]  
LEWIS E. HUBBARD, President

MCGUIRE CONSTRUCTION CO., INC.  
By: [Signature]  
A. D. MCGUIRE, JR., President

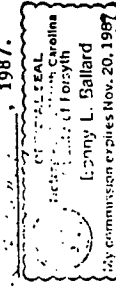
[Signature]  
Beverly H. Godfrey, Ass't Secretary  
Corporate Seal

[Signature]  
A. D. McGuire, Jr., Secretary  
Corporate Seal

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 5 day of February, 1987, personally came before me, LARRY L. FALLARD, a Notary Public, BEVERLY H. GODFREY, 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 E. HUBBARD who is the President of said Corporation, and that she, the said BEVERLY H. GODFREY, is the Ass't. Secretary of the said Corporation, and saw the said President sign the foregoing instrument, and saw the Common Seal of said Corporation affixed to said instrument by said President, and that she, the said BEVERLY H. GODFREY 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 5 day of \_\_\_\_\_, 1987.



[Signature]  
Notary Public  
My Commission Expires: November 20, 1987

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 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 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 right or drainage easements as shown on the recorded map of this development. No drainage ditch or swale shall be filled, tilled or altered in any way except in accordance with the standards of the NCDOT.

16. 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.

17. DEVELOPER'S RIGHT OF MODIFICATION: HUBBARD REALTY OF WINSTON-SALEM, INC. and MCGUIRE CONSTRUCTION CO., INC. have developed this subdivision pursuant to a general plan or scheme of development and does not intend to abandon this general plan. However, HUBBARD REALTY OF WINSTON-SALEM, INC. and MCGUIRE CONSTRUCTION CO., INC. 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 MCGUIRE CONSTRUCTION CO., INC., 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 and sole discretion of HUBBARD REALTY OF WINSTON-SALEM, INC. and MCGUIRE CONSTRUCTION CO., INC., as HUBBARD REALTY OF WINSTON-SALEM, INC. and MCGUIRE CONSTRUCTION CO., INC. may deem best for the general plan or scheme of development.

18. APPLICABLE PERIOD: The foregoing covenants, restrictions, and conditions shall remain in full force and effect, unless sooner changed in accordance with paragraph 17 herein, until November 1, 2005, 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 agreeing to change the said covenants in whole or in part.

It is expressly understood and agreed between HUBBARD REALTY OF WINSTON-SALEM, INC. and MCGUIRE CONSTRUCTION CO., INC. and all subsequent purchasers of lots in the development known as THORNCLIFFE, that all conveyances of a lot or lots 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.