

BK0968PG0730 10.00

FILED

PREPARED BY: JAMES W. ARMENTROUT  
RETURN TO: LEWIS E. HUBBARD, 285 S. STRATFORD ROAD  
WINSTON-SALEM, NC 27103

95 DEC -7 AM 11:14

RONALD W. CALLICUTT  
REGISTER OF DEEDS  
DAVIDSON COUNTY, N.C.

NORTH CAROLINA |  
DAVIDSON COUNTY |

RESTRICTIVE COVENANTS, UNION POINTE  
PHASE TWO (REVISED)

KNOW ALL MEN BY THESE PRESENTS, that Hubbard Realty of Winston-Salem, Inc. and Ramey Development Corporation, both North Carolina Corporations with their principal offices in Winston-Salem, North Carolina, hereinafter referred to as "Developer", do hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the numbered lots shown on the plat of Union Pointe, Phase Two (Revised), as recorded in Plat Book 26, Page 19, in the office of the Register of Deeds of Davidson County, North Carolina, that said property is hereby subjected to the same restrictions which have heretofore been recorded in Deed Book 962, Page 523 in the Office of the Register of Deeds of Davidson County, North Carolina.

IN TESTIMONY WHEREOF, Hubbard Realty of Winston-Salem, Inc. and Ramey Development Corporation, have caused this document to be executed and sealed in their respective corporate names by their duly authorized officers and their corporate seals to be hereunto affixed and attested by their \_\_\_\_\_ Secretaries the 27<sup>th</sup> day of November, 1995.

HUBBARD REALTY OF WINSTON-SALEM, INC.



BY: [Signature]  
PRESIDENT

RAMEY DEVELOPMENT CORPORATION

[Signature]  
SECRETARY

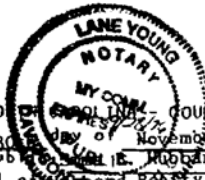
BY: [Signature]  
PRESIDENT

(CORPORATE SEAL)



023521

SK0968PG0731



STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

Lane Young

This 30th day of November, 1995, personally came before me, Lane Young, a notary public, who, being duly sworn, says that he knows the Common Seal of Winston-Salem, Inc. and is acquainted with Lewis E. Hubbard who is the President of said Corporation, and that he, the said Emma B. Hubbard is the 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 he, the said Emma B. Hubbard signed his name in attestation of the execution of said instrument in the presence of said President of said Corporation.

Witness my hand and notarial seal or stamp this the 30th day of November, 1995.  
(Notarial Seal or Stamp)  
My commission expires: 9/28/96

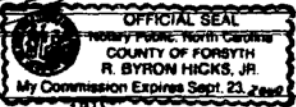
Lane Young  
Notary Public

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This 29th day of November, 1995, personally came before me, R. Byron Hicks, Jr. a notary public, Kimberly R. Hicks who, being duly sworn, says that she knows the Common Seal of Ramey Development Corporation and is acquainted with James W. Armentrout who is the vice President of said Corporation, and that she, the said Kimberly R. Hicks is the Assistant Secretary of the said Corporation, and saw the said vice President sign the foregoing instrument, and saw the Common Seal of said Corporation affixed to said instrument by said vice President, and that she, the said Kimberly R. Hicks signed her name in attestation of the execution of said instrument in the presence of said vice President of said Corporation.

Witness my hand and notarial seal or stamp this the 29th day of November, 1995.  
(Notarial Seal or Stamp)  
My commission expires: Sept. 23, 2000

R. Byron Hicks, Jr.  
Notary Public



NORTH CAROLINA - DAVIDSON COUNTY

The foregoing (or annexed) certificate of R. Byron Hicks, Jr. is (are) certified to be correct. This the 11 day of Dec, 1995.  
Probate and filing fee \$ \_\_\_\_\_ paid.

Ronald W. Callicutt Register of Deeds, Davidson County

by Ronald W. Callicutt

BK 0962 PG 0523

FILED 14.00

DRAFTED BY: Lewis E. Hubbard

95 OCT 17 AM 11:17

MAIL TO: HUBBARD REALTY  
285 S. Stratford Road, Winston-Salem, NC 27103

RONALD W. GALLICUTT  
REGISTER OF DEEDS  
DAVIDSON COUNTY, N.C.

NORTH CAROLINA ) RESTRICTIVE COVENANTS FOR:

DAVIDSON COUNTY ) UNION POINTE, SECTION TWO

KNOW ALL MEN BY THESE PRESENTS, that HUBBARD REALTY OF WINSTON-SALEM, INC. a corporation organized and existing under the laws of the State of North Carolina, with its principal office and place of business in the City of Winston-Salem, North Carolina, and RAMEY DEVELOPMENT CORPORATION, a corporation organized and existing under the laws of the State of North Carolina, with its principal office and place of business in the City of Winston-Salem, North Carolina, do hereby covenant and agree to and with all persons, firms and corporations now owning or hereafter acquiring any numbered lot in Union Pointe, Section Two, Arcadia Township, Davidson County, North Carolina, as shown by plat recorded in Plat Book 26, page 4-5, in the office of the Register of Deeds of Davidson County, North Carolina, that said numbered lots are hereby subjected to the following restrictions as to use thereof, and the restrictions are to run with the said property, and every part thereof, by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE: 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 1100 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 1400 square feet as measured above. A 1-1/2 story dwelling shall contain at least 800 square feet of floor space on the first floor as measured above.

4. BUILDING SETBACK 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 the building other than steps, open porches, overhanging eaves or cornices shall extend nearer the front property line than 30 feet, nor nearer the rear property line than 35 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. FENCING: No chain link or other restraining type fencing may be erected nearer the front property line than the rear 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.

6. 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 easement. The easement area of each lot and all

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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.

7. FOUNDATIONS: No bare block construction shall be permitted to show above the ground level of any house.

8. DRIVEWAYS: All driveways shall be paved or concrete.

9. 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.

10. 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.

11. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence either temporarily or permanently.

12. 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.

13. 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.

14. PARKING: The parking on the streets of boats and campers or unregistered or unlicensed automobiles for more than twenty-four hours shall not be permitted.

15. SCREENING: The erection of clothes lines, satellite dishes, the maintenance 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.

16. 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 developers have 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 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.

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 street 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 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.

17. DEVELOPERS' RIGHT OF MODIFICATION: HUBBARD REALTY OF WINSTON-SALEM, INC. -AND- RAMEY DEVELOPMENT CORPORATION, have developed this subdivision pursuant to a general plan or scheme of development. However, HUBBARD REALTY OF WINSTON-SALEM, INC. -AND- RAMEY DEVELOPMENT CORPORATION, reserve the right to cancel, modify, or change any of these restrictions by 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 and sole discretion of HUBBARD REALTY OF WINSTON-SALEM, INC. -AND- RAMEY DEVELOPMENT CORPORATION. The said HUBBARD REALTY OF WINSTON-SALEM, INC. -AND- RAMEY DEVELOPMENT CORPORATION, may convey its right 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 Deeds of Davidson County, North Carolina.

18. 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.

19. APPLICABLE PERIOD: The foregoing covenants, restrictions and conditions shall remain in full force and effect, unless sooner changed in accordance with paragraph 17 herein, for a period of twenty (20) years from the date these covenants are recorded, at which time said covenants, restrictions and conditions shall be automatically extended for a successive period 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- RAMEY DEVELOPMENT CORPORATION, and all subsequent purchasers of lots in the development known as Union Pointe, Section Two, that all conveyances of a lot or lots in said development are made subject to the foregoing covenants, conditions and restrictions, and that 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.

20. 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 way affect any of the other provisions 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 the 16 day of OCT., 1995.

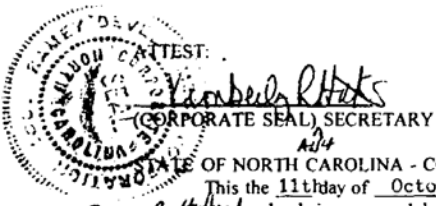
HUBBARD REALTY OF WINSTON-SALEM, INC.

BY: Lewis E. Hubbard  
LEWIS E. HUBBARD, PRESIDENT



RAMEY DEVELOPMENT CORPORATION

BY: J. W. [Signature]  
Vice President



STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This the 11th day of October, 1995, personally came before me, Lane Young, a Notary Public, Emma B. Hubbard, who, being my me duly sworn, says that (s)he 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 (s)he, the said Emma B. Hubbard is the Asst 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 (s)he, the said Emma B. Hubbard signed her name in attestation of the execution of said instrument in the presence of said President of said Corporation.



Lane Young  
Notary Public

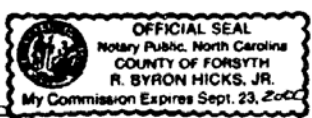
My Commission Expires: 9/28/96

STATE OF NORTH CAROLINA - COUNTY OF FORSYTH

This the 16 day of OCTOBER, 1995, personally came before me, R. Byron Hicks, Jr. Notary Public, Kimberly R. Hicks, who, being by me duly sworn, says that (s)he knows the common seal of RAMEY DEVELOPMENT CORPORATION and is acquainted with James W. Anagnost who is the Vice President of said Corporation, and that (s)he, the said Kimberly R. Hicks, is the Asst Secretary of the said Corporation, and saw the said Vice President sign the foregoing instrument, and saw the Common Seal of said Corporation affixed to said instrument, by said Vice President, and that (s)he the said Kimberly R. Hicks signed her name in attestation of the execution of said instrument in the presence of said Vice President of said Corporation.

WITNESS my hand and notarial seal, this the 16th day of October, 1995.

R. Byron Hicks, Jr.  
Notary Public



My Commission Expires: SEPT. 23, 2000

North Carolina—Davidson County  
The foregoing (or annexed) certificate(s) of \_\_\_\_\_

Lane Young  
R. Byron Hicks, Jr.

Notary Public (Notaries Public) is certified to be correct

this 17 day of Oct, A.D. 95

Ronald W. Calhoun, Registrar of Deeds

[Signature] Deputy