2024022853 DAVIDSON CO. NC FEE \$26.00 PRIZEDITED & NECOFINE 12-17-2024 01:47:37 PM MICHAEL E. HORNE RESIDENCE OF DETAIL RESIDENCE OF DETAIL PRINTED TO DETAIL

BK: DE 2680 PG: 1785-1794

COUNTY OF DAVIDSON			
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STATE OF NORTH CAROLINA	)		

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ARBOR PARK PHASE 2 AND REVISION OF LOTS 1, 2, 33 AND 34 ARBOR PARK PHASE 2 PLAT BOOK 93, PAGE 78 DAVIDSON COUNTY REGISTRY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 22nd day of October, 2024 by HUBBARD REALTY OF Winston-Salem, Inc. and CG2 Homes, Inc. (hereinafter referred to as "Declarant").

# STATEMENT OF PURPOSE

Declarant owns certain property in Davidson County, North Carolina, which is more particularly described as Arbor Park Phase 2 and Revision of Lots 1,2 33 and 34, Arbor Park Phase 1 recorded in Plat Book 93, Page 78 Davidson County registry (the "Property"). Declarant desires to create thereon an exclusive residential community of single-family residences to be named ARBOR PARK SUBDIVISION.

Declarant desires to ensure the attractiveness of ARBOR PARK SUBDIVISION and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within ARBOR PARK SUBDIVISION. To this end the Declarant desires to subject the real property described herein to the covenants, conditions, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions and Restrictions, does declare that all of the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, and easements set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

## DEFINITIONS

- Section 1. "Declarant" shall mean and refer to Hubbard Realty of Winston-Salem, Inc., and CG2 Homes, Inc., their respective successors and assigns, and also shall mean and refer to any person, firm or corporation which shall also be designated as a "Declarant".
- Section 2. "Development" shall mean and refer to ARBOR PARK SUBDIVISION, a single-family residential development proposed to be developed on the Property by the Declarant.
- Section 3. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, appearing on the Map with the exception of public roads and streets.
- Section 4, "Map" shall mean and refer to the map of the Property as recorded in Plat Book 93 at Page 78 in the Office of the Register of Deeds of Davidson County, North Carolina, and the maps of any further subdivisions of or additions to the Property which may be recorded by Declarant in the Office of the Register of Deeds of Davidson County, North Carolina.
- Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including the Declarant if it owns any Lots, and including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

## ARTICLE II

## PROPERTY SUBJECT TO THIS DECLARATION.

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is the Property which is located in Davidson County, North Carolina and recorded in Plat Book 93 at page 78, Davidson County Registry,

## ARTICLE III

ARCHITECTURAL CONTROL

<u>Section 1.</u> Definitions. For purposes herein, the following terms shall have the following meanings unless the context clearly requires a different meaning:

- (a) "accessory building" means every detached garage, carport, tool shed, storage or utility building, detached guest quarters, detached servants' quarters or other similar building constructed on a Lot or incidental thereto which is not a dwelling;
- (b) "buildings" means accessory buildings and dwellings;
- (c) "dwelling" means a building constructed for single family residential use but excluding detached servants' quarters and guest quarters; and
- (d) "improvements" or "structures" mean buildings, walls, fences, decks, patios, planters, statuary, terraces, swimming pools, tennis courts or anything else constructed or placed on a Lot.

Section 2. General Guidelines. The placement and construction of improvements on the Lots shall be subject to the following general requirements:

- Since the establishment of standard inflexible building setback lines for the location of dwellings on Lots tends to force construction of dwellings both directly behind and directly to the side of other dwellings with detrimental effects on privacy, preservation of important trees, and other concerns, no specific setback lines are established by these covenants except as shown on the Map, which comply with the regulations and guidelines of the applicable governmental authorities. In order to assure, however, that location of dwellings will be staggered where practical and appropriate, so that the maximum amount of view will be available to each dwelling, and that all structures will be located with regard to the topography of each individual Lot, taking into consideration the elevation contours of the Lot, the location of large trees and fields and similar considerations, the Declarant reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any structure, improvement, dwelling, building, and accessory building upon all Lots and every Lot within the subdivision; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site, and in any event, all buildings shall be constructed beyond the minimum setback lines established on the Map. Unless otherwise modified by the Declarant for a specific lot, the minimum setback shall be fifty (50) feet to the front of the home.
- (b) All storage areas and facilities must be hidden from view.
- (c) All structures constructed or placed on any Lot shall be built of substantially new materials and no used structures shall be relocated or placed on any such Lot.

- (d) All structures must be completed within one (1) year after receipt of such approval; provided, however, this requirement may be waived if construction delays have been caused by strikes, war, fire, acts of God, or other events which render the completion of construction within such time impossible.
- (e) All driveways, turning areas and parking areas shall be paved and must be completed prior to the occupancy of any dwelling on the Lot.

Section 3. Approval of Plans, Specifications, and Construction. In addition to the requirements imposed by all applicable governmental agencies governing the issuance of building permits and certificates of occupancy, no structure shall be erected on any Lot without the approval of the Declarant as provided in this Section, so long as the Declarant owns any lot.

#### ARTICLE IV

## USE RESTRICTIONS

Section 1. Subdivision of Lots. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the Map, except by and with the written consent of the Declarant and provided same is also permitted under applicable governmental regulations and private restrictions affecting said Lot. The foregoing restrictions shall not apply to Declarant's recordation of additional Map(s) to subdivide and create additional Lots within the Map. For purposes of clarity, Declarant may further subdivide the Map, and the subdivision restrictions under IV, Section 1 do not apply to Declarant.

Section 2. Residential Use of Property. All Lots shall be used for residential purposes only and no structure shall be erected, placed or permitted to remain on any Lot other than one single-family dwelling, and any necessary structure customarily incidental to such residential use.

Section 3. Minimum Size of Dwelling. One story dwellings shall contain not less than 1,500 square feet. One and one-half story dwellings shall contain not less than 1,800 square feet with at least 1,500 square feet of such space on the ground floor, and at least 300 square feet on the second floor. Two story dwellings shall contain not less than 2,300 square feet with at least 1,300 square feet of such space on the ground floor. Split-Foyers and Split-Level dwellings shall not be permitted.

<u>Section 4.</u> Materials for Dwelling Construction. No portion of any structure shall have exposed concrete blocks on the exterior, and the front facing side of all structures shall have not less than 50% brick, stone, or masonry board.

Section 5. Driveways. All driveways must be completed with the construction of the dwelling and shall be paved with concrete or made up pavers or bricks and its connection to the subdivision street must meet NCDOT standards.

Section 6. Building Restrictions. No building on a Lot shall be located nearer to the front, side, or rear line of each such Lot than as shown on the building setback lines and side lines shown on the Map. For the purposes of this covenant, eaves and stoops shall not be considered as part of a building; provided, however, this shall not be construed to be deemed to permit the encroachment of any improvement onto another Lot.

Section 7. Building Line Requirements. The minimum setback lines described hereinabove and as shown on the Map are not intended to create uniformity of setback, they are meant to create a sense of spaciousness and to avoid monotony. For such purposes, it is the Declarant's intent that setback lines may be staggered where appropriate. The Declarant reserves the right to select the precise site location of each reasons as the Declarant deems sufficient; provided, however, the Declarant shall make such determination so as to ensure that the development of the Lots subject to this Declaration is consistent with the provisions set forth herein.

Section 8. Outbuildings and Similar Structures. No trailer, camper or other structure of a temporary nature shall be erected or allowed to remain upon any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence either temporarily or permanently upon any Lot; provided, however, that this Section shall not be construed to prevent any party building a structure upon any Lot to erect or maintain temporary structures during construction.

Section 9. Recreational and Junk Motor Vehicles. No stripped down, partially wrecked or junk vehicles (including, but not limited to, automobiles, campers, travel trailers, boats or utility trailers) or other salvage materials shall be allowed to remain on any Lot. Motor vehicles, campers, travel trailers, boats, utility trailers and related items must have a valid license plate and/or current inspection certifications from the applicable Department of Motor Vehicles or other regulatory agency in order to remain on any Lot for more than five (5) consecutive days.

No recreational vehicle not used for recreational transport, including boats, personal watercraft, trailers, and motorhomes, may be parked in the driveway of a home, or on the street of a home. Such Recreational Vehicles must be parked behind the back building line of a house. Motorized coaches may be parked in the driveway, but must be behind the front building line of the garage, parked on a concrete pad, and have a natural screening of trees the entire length on the neighboring side.

Section 10. Nuisances and Unsightly Materials. No noxious, offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. No person may keep any animal upon any part of the Lot except

that any owner then occupying a residence upon a Lot may keep customary household pets upon such Lot, provided that such pets are not kept, bred or maintained for any commercial purposes or in such a manner as to become a nuisance to the other Owners or residents of the subdivision.

Section 11. Maintenance of Lots. Each Owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. Each Owner shall maintain their septic tanks and septic fields in compliance with all applicable laws, rules and regulations. No clothes-line may be erected or maintained on any Lot. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause any noise that will disturb the peace and quiet of the occupants of surrounding Lots, and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish or other debris for collection by governmental or other similar garbage and trash removal units.

Section 12. Signboards. No signboard, billboard or advertising sign of any description shall be displayed upon or above any Lot, with the exception of signs stating "For Rent" or "For Sale," which signs shall not exceed two feet by three feet in dimension, shall refer only to the Lot on which displayed, and shall be limited to one sign per Lot

Section 13. Fences. No fence or wall shall be erected on any Lot closer to the street than the from building corner except for temporary decorative fencing installed by a builder on a model home. Perimeter fencing and privacy fencing around patios, decks, or pools may not be less than four (4) feet in height and may not exceed six (6) feet in height. Fencing must be of vinyl or aluminum construction and no other materials are approved.

Section 14. Metal Garages, Carports, Buildings and Accessory structures. No metal carport, metal garage or metal storage building shall be erected on any Lot or attached to any residence located on the Lot. An outbuilding must be placed within the last one-third (1/3) of the depth of a lot, and may not exceed sixteen (16) feet in any width or length dimension. No singlewide, doublewide or any structure classified as a mobile home or modular home shall be permitted in the Development. All playground equipment including, but without limitation, sandboxes, wading pools, trampolines, swings, gym sets, soccer goals and related items shall only be placed or kept in areas behind the residence or garage located on a Lot. In no case shall any of such items be placed or kept in the street, sidewalks or otherwise in front of a residence or garage located on a Lot. All accessory buildings shall be fully enclosed on all sides and must be constructed of new materials and be of the same quality and compatibility as the dwelling located on a Lot. All accessory buildings must be approved in accordance with Article V hereof.

Section 15. Above-Ground Pools. No above-ground pools shall be erected on a Lot.

Section 16. Solar Panels. Solar Panels shall not be allowed on any roof structure except a back-facing roof of a house. Solar Panels shall not be visible when standing in front of a house on the road that provides access to the house.

Section 17. 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 Declarant has dedicated a right of way, as shown on a to be recorded subdivision plat/map shown in Exhibit A, having a width of at least fifty (50) feet.

The streets may be accepted by the NCDOT for addition to the State Highway System as state maintained roads upon petition presented by affected lot owners when a sufficient percentage of the lots are individually owned and 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 re-inspected by the NCDOT to ensure they continue to meet all state standards, including condition of rights-of-way and drainage ditches and swells.

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 sign or drainage easements (if any) as shown on the to be recorded map of this development. No drainage ditch of swell shall be filled, tiled or altered in any way except in accordance with standards of the NCDOT.

Each lot owner within the development shall, at their own expense,: 1) maintain the portion of the dedicated public right of way that is located between the paved streets and the lot they own, including but not limited to, seeding, mowing, trimming, and installing, replacing, removing and/or repairing structures within said portion of the dedicated right of way so that the streets within the development can be accepted for maintenance by the NCDOT. The Declarant shall maintain the paved streets within the development until such time that there is a sufficient number of residents within the development for the roads to qualify to be taken over by NCDOT for maintenance. Thereafter, until the roads are accepted by the NCDOT for maintenance, each owner of a residence within the development shall pay a prorated share (total cost of repairs divided by the total number of residences within the development) of the costs to maintain and repair the paved streets, or any portion thereof, within the dedicated right of way of the development as required by the NCDOT for the roads to be accepted for maintenance.

ARTICLE V

#### EASEMENTS

Section 1. Easements Reserved by Declarant. The Declarant reserves for itself, its successors and assigns, a permanent easement in and the right any time in the future to grant a permanent right-of-way over, under and along an area uniformly ten (10) feet in width along the rear and five (5) feet in width along the side lines of each Lot for the installation and maintenance of drainage ditches and for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary or useful for furnishing electrical power, gas, water, sewer, telephone service and other utilities, as well as within those areas shown as easements on the Map. Within such areas, no structures, planting, fences or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may obstruct or retard the flow of water through drainage channels in such areas. Each Owner, by his acceptance of a deed to a Lot, acknowledges such reservations and the rights of Declarant to transfer such easements to such utility companies as Declarant may choose.

The easements reserved by the Declarant include the right to cut any trees, bushes or shrubbery. make any gradings of the soil or take any similar action reasonably necessary to provide economical utility installation and to maintain the overall appearance of the Development. Certain easements reserved by the Declarant for the benefit of themselves and others are shown on the Map. The area of each Lot containing the easement and all improvements thereon shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible. In the event that any Lot is subdivided pursuant to Article VI, Section 1 hereof, an easement uniformly ten (10) feet in width shall exist both along the rear and five (5) feet in width along the side lines of the Lot both as shown on the Map and along the rear and side lines as exist upon the Lot as so subdivided; provided, however, that upon request by the Owner of the subdivided Lot, the Declarant may release the easement reserved along the rear or side line of the Lot if doing so would not interfere with the installation or maintenance of any utilities or the drainage within the Property. In the event two or more Lots are combined into one building Lot with the residence to be constructed over the common interior lot lines, the easements reserved along side lines shall be released provided that the easements have not previously been used for the installation of utilities and their release shall not interfere with the drainage within the Property.

## ARTICLE VI

# GENERAL PROVISIONS

Section 1. Enforcement. Any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. This Declaration may be amended prior only by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots and/or by the Declarant solely, so long as any such Declarant still owns any Lots, regardless of the number of lots owned by the Declarant.

Section 4. Waiver of Unintentional Violations. Declarant reserves the right, but shall not be obligated, to waive in writing any violation of the designated and approved building location line or either side lot line, provided that such violation does not exceed ten percent (10%) of the applicable requirements and the violation thereof was unintentional.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its officers thereunto duly authorized and their corporate seals to be hereunto affixed, all the day and year first above written

DECLARANT:

Hubbard Realty of Winston-Salem, Inc

Brant H. Godfrey (P.)

NORTH CAROLINA

Forsyth COUNTY

Witness my hand and official stamp or seal this 27th day of November 2024.

Notary Public



Printed Name of Notary Public

Timed Traine of Trolary Tueste

My Commission Expires: <u>Sugust 7,</u> 2017

CG2 Homes, Inc.

			_(SEAL)
Ву: _	£ (1')	/	

NORTH CAROLINA

Davidson COUNTY

I,	Loretta	Adams	, A Notary Public of	North	Carolina
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the County and State aforesaid, certify that the following person appeared before me this day, acknowledging that he or she voluntarily signed the foregoing document for the purposes stated therein:

Witness my hand and official seal or stamp this the  $5^{+h}$  day of <u>December</u>, 2024.

LORETTA ADAMS
NOTARY PUBLIC
Davidson County
North Carolina
My Commission Expires June, 22, 2027

Printed Name of Notary Public

Notary Public

Loretta Adams

My Commission Expires Tune, 22, 2027

