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END PAGE 0501
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Drafted by Tamara A. Fleming, Attorney at Law.

Return to: Jeff Wilson, P.O. Box 527, Clemmons, NC 27012

NORTH CAROLINA

DAVIE COUNTY

RESTRICTIVE COVENANTS FOR WELLINGTON SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that The J. Ryan Group, LLC, a North Carolina Limited Liability Company, hereunder referred to as "Developer", does hereby covenant and agree to and with all persons, firms and corporations now owning or after acquiring any numbered lot in the Wellington Subdivision as more particularly described in Plat Book 12, Page 341, Davie County Registry, and that said numbered lots are hereby subjected to the following restrictions to use thereof, and the restrictions are to run with said property, and every part thereof, by whomsoever owned:

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 dwelling and its customary accessory buildings and uses.
2. **SUBDIVISION OF LOTS:** No lot shall be subdivided, except that two (2) lot owners may subdivide a lot between them, but only one residence shall be built on the combined original lot and subdivided portion of any lot.
3. **BUILDING SETBACK RESTRICTIONS:** The minimum setback requirements for all the dwellings are those established by local zoning ordinances and/or health department.
4. **RESIDENCE SIZE RESTRICTIONS:** No residence shall be built, erected, or used on a Wellington Subdivision lot unless it contains at least 2,400 square feet of heated floor space for a one story structure, 2,900 square feet for a one and a half story structure, and 3,100 square feet for a two story structure. The living area heated floor space herein referred to shall be exclusive of

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garages, porches, breeze ways, terraces, and basement areas. Said measurements are to be measured from the outside wall lines.

5. GARAGE RESTRICTIONS: Garages shall be attached or detached, minimum of 2 car and maximum of 5 car. Side load is preferred although street facing garages are allowed given the garage portion of the front façade consists of no more than 35% of the front width of the dwelling (i.e., 24' wide garage requires a 61" wide home overall). Garages whether attached or detached shall be utilize the same exterior materials as the residence

6. EXTERIOR FAÇADE RESTRICTIONS; Roof pitches shall be 8/12 or greater, roofs shall be architectural style asphalt shingles , with metal roof accents allowed. Exterior façade shall be 75% or greater brick or stone. All dwellings shall have either brick veneer or stone foundation. Any type of siding used shall be of composite material.

7. FENCING: No fencing may be erected nearer than the front property line than the rear foundation wall of a single family dwelling. Fencing shall be vinyl or black metal. No chain link or welded wire fencing shall be permitted. The maximum height for fencing shall be 6 feet.

8. EASEMENTS: Easements for the installation and maintenance of the utilities and drainage facilities are reserved as shown as on the recorded plat. With these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the 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 channel easements or the easement area of each lot and all improvements for which a public authority or utility company is responsible. The developer reserves the right to create and impose additional easements or rights-of-way over any unsold lot for streets, drainage, and utility installation purposes by recording appropriate instruments and shall not be construed to invalidate any of these covenants.

9. DRIVEWAYS AND MAILBOXES: All driveways shall be concrete. All driveway tile to be 15 inch concrete only. All mailboxes must be approved by Developer or builder.

10. 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 they are not kept, bred or maintained for any commercial purposes and provided they do not become a nuisance to the neighborhood. Pets shall be on leash or restrained on owner(s) lot at all times.

11. GARBAGE AND DISPOSAL. No lot shall be used or maintained as dumping grounds 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.

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

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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 six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction sales period.

14. **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 in the neighborhood.

15. **PARKING:** The parking on the street or driveways of large trucks, tractor trailers, commercial vehicles, boats, marine craft, campers, motor homes, motorcycles or any unregistered/unlicensed vehicle overnight is prohibited within the development. All such vehicles shall be parked inside enclosed garages. Only non-commercial automobiles, pick-up trucks, or sport utility vehicles are permitted to be parked in driveways overnight. Parking on yards is prohibited. No motor homes, campers, large trailers or boats may be kept within the development. Commercial signed company vehicles, cars, vans and pick-up trucks are allowed to temporarily park on the street and driveways for work purposes but no construction vehicles are allowed.

16. **SCREENING:** Exterior garbage cans shall not be in clear view of a street.

17. **ANTENNAE:** One satellite dish per lot not to exceed thirty-six inches in diameter may be installed on the rear or side walls at least 15 feet behind the front wall of the dwelling. No other outside antennae shall be permitted upon any lot or dwelling.

18. **STREET MAINTENANCE:** That Wellington Court as shown on the recorded plat has been constructed to meet the specifications of the N.C. Department of Transportation with the intent that the street will be accepted as a state maintained street. The Developer will be responsible for maintenance of the street for one year or until such time the street is accepted by the state for maintenance, whichever occurs first in time. If the street is not accepted by the state for maintenance within the first year, then all lot owners shall be responsible for paying their pro rata share of maintenance of the street with each lot having a pro rata share.

19. **RIGHT OF MODIFICATION:** Lot owners shall have the right to cancel, modify, or change any part of these restrictions with a majority vote of the owners. The owner of each lot shall be entitled to one vote per lot. Changes made by a majority vote shall be evidenced by written consent of a majority of the owners and such consent shall be duly executed, acknowledged and recorded in the Office of the Register of Deeds of Davie County, North Carolina. All lot owners shall be entitled to notice of any proposed changes. Notice shall be given in writing to each lot owner. For so long as the Developer owns a lot within the subdivision, the Developer shall have the right to modify or waive a restriction for so long as the modification or waiver does not substantially alter the plan of development.

20. **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.

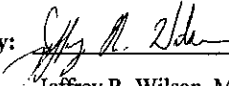
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21. APPLICATION PERIOD: The foregoing covenants, restrictions and conditions shall remain in full force and effect unless sooner changed in accordance with paragraph 17 herein, for a period of twenty (20) years from the date these covenants are recorded, at which time said covenants, restrictions and conditions shall be automatically extended for successive periods of five (5) years unless by a vote of majority of the then owners of the lots agreeing to change said covenants in whole or part.

22. ADDITIONAL PROVISIONS: No captions or titles in these 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 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 to Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer, has executed the Restrictions herein and hereunto set its hand and seal this 5th day of May, 2017.

THE J. RYAN GROUP, LLC

By:  _____
Jeffrey R. Wilson, Member-Manager

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STATE OF NORTH CAROLINA

COUNTY OF Davie

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated herein and in the capacity indicated:

Jeffrey R. Wilson, as Member-Manager of The J. Ryan Group, LLC

This 5th day of May, 2017

(Notary Seal)



Beverly W. Russ
Signature of Notary Public

Beverly W. Russ

Printed Name of Notary Public

My Commission Expires: 8-4-21