

Return to Menames Box

Prepared By: Charles C. Green, Jr.

NORTH CAROLINA )  
                          )  
FORSYTH COUNTY )

WARRANTY DEED

115

THIS DEED made this 20th day of April, 1989, by and between the CITY OF WINSTON-SALEM, a municipal corporation of North Carolina, hereinafter called GRANTOR; and CARMELLA W. FURCHES and CORNELIA Y. FURCHES, of Forsyth County, North Carolina, hereinafter called GRANTEE;

W I T N E S S E T H :

THAT GRANTOR, for and in consideration of the sum of Forty-four Thousand, Seven Hundred and Fifty-one and No/100 Dollars (\$44,751.00) to it in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, hath given, granted, bargained and sold, and by these presents doth give, grant, bargain, sell, convey and confirm unto GRANTEE and its successors and assigns, premises in Winston Township, Forsyth County, North Carolina, described as follows:

BEING PARCEL NO. 114U as shown on that map entitled Kimberly-North Winston Urban Renewal Project, N.C.R.-62, Section No. 4 as recorded in Plat Book 28, page 36, in the office of the Register of Deeds of Forsyth County, reference to which plat is hereby made for a more particular description.

Also known and designated as Lot U, Block 6062, of the Forsyth County Tax Maps as the same are now constituted.

UPON CONDITION and provided always that if, subsequent to this conveyance and prior to GRANTOR'S issuance of its certificate of completion of improvements as is hereinafter specified:

(1) GRANTEE shall default in or violate his obligation with respect to the construction of the improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment or suspension shall not be cured, ended or remedied within three (3) months [six (6) months, if the default is with respect to the date for completion of the improvements] after written demand by GRANTOR so to do; or

(2) GRANTEE shall fail to pay ad valorem taxes or assessments on the property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the contract between GRANTOR and GRANTEE, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provisions satisfactory to GRANTOR made for such payment, removal, or discharge, within ninety (90) days after written demand by GRANTOR so to do; or

(3) there is, in violation of the contract between GRANTOR and GRANTEE, any transfer of the property or any part thereof, or any change in the ownership or distribution of the stock of the GRANTEE, or with respect to the identity of the parties in control of the GRANTEE or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by GRANTOR to the GRANTEE,

then GRANTOR shall have the right to re-enter and take possession of the property and to terminate (and re-vest in GRANTOR) the estate herein conveyed, it being the intent of this provision, together with other provisions of the contract between GRANTOR and GRANTEE, that this conveyance be made upon a condition subsequent to the effect and in the event of any default or failure or violation or other action or inaction by GRANTEE as specified in subdivisions (1), (2) and (3), above, failure on the part of GRANTEE to remedy or end or abrogate such default or

GOVERNMENT

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failure or violation or other action or inaction, within the period and in the manner stated in such subdivisions, GRANTOR at its option may declare a termination in favor of GRANTOR of the title, and of all rights and interests in and to the property herein conveyed, and that such title and all rights and interests of GRANTEE, and his successors and assigns to and in the property, shall revert to GRANTOR: Provided, that such condition subsequent and any revesting of title as a result thereof in GRANTOR

(1) Shall always be subject to and limited by and shall not defeat, render invalid or limit in any way, (i) the lien of any mortgage authorized by the contract between GRANTOR and GRANTEE and (ii) any rights or interests provided in the contract between GRANTOR and GRANTEE for the protection of the holders of such mortgages; and

(2) Shall not apply to individual parts or parcels of the property (or, in the case of parts or parcels leased, the leasehold interest) on which the improvements to be constructed have been completed in accordance with the contract between GRANTOR and GRANTEE and for which a certificate of completion is issued therefor.

This conveyance is made subject to all covenants, restrictions and conditions, as are specified on Exhibit A, consisting of eleven (11) pages and attached hereto and incorporated herein by reference as fully set out herein. This conveyance is also subject to the following conditions and restrictions: There shall be erected no fence, confine, paling, palisade, picketing, weir, rail balustrade, wall, garden wall, parapet, espalier, trellis, gate, ditch or water channel nearer to the front property line than are the respective rear corners of any dwelling house constructed on the premises; on any corner lot, there shall be erected no fence, confine, paling, palisade, picketing, weir, rail, balustrade, wall, garden wall, parapet, espalier, trellis, barrier, gate, ditch or water channel nearer to the property line of either street than such corner of any dwelling house constructed on the premises as is diametric to the corner of the said dwelling house facing the intersection of the said two streets; furthermore, none of the foregoing shall encroach on adjoining premises. All such conditions and restrictions and covenants attaching to and running with the land.

This property is also conveyed subject to all the terms of a contract entered into between GRANTOR and GRANTEE with respect to the use to which the said property will be put, the nature of the improvements to be constructed thereon, and the time within which such construction will be commenced, this contract, together with supporting plans for improvement, being on file in the offices of GRANTOR in the offices of its Community Development Department, Suite 1312, First Union Building, 310 West Fourth Street, Winston-Salem, N.C. 27101. Promptly after completion of the improvements in accordance with the said contract, GRANTOR shall furnish GRANTEE an appropriate instrument certifying to the satisfactory completion of the improvements and to the fact of GRANTEE'S having fully acquitted itself of its said contractual obligation to redevelop the said property in accordance with the contract as aforesaid. Such certification shall be in a form recordable in the office of the Register of Deeds of Forsyth County. Such certificate and release deed shall nullify the condition subsequent and right of re-entry created hereinabove.

\* \* \* THE SAID CONTRACTUAL OBLIGATION TO REDEVELOP SHALL BE, UNTIL IT IS PERFORMED AND UNTIL THE GRANTOR'S CERTIFICATE AS AFORESAID IS ISSUED, AN ENCUMBRANCE ON THE LAND HEREIN CONVEYED \* \* \*

GRANTEE agrees with reference to the above-described property or any part thereof that GRANTEE shall:

(1) Not discriminate upon the basis of race, color, creed or national origin in the sale, lease, or rental, or in the use or occupancy of the property or any improvements erected or

to be erected thereon or on any part thereof; and this covenant shall be a covenant running with the land and shall be binding to the full extent permitted by law and equity for the benefit and in favor of and enforceable by (a) GRANTOR, its successors and assigns; (b) the owner of any other land or of any interest in such land within the Kimberly-North Winston Urban Renewal Project, N.C.R.-62; and (c) the United States, against GRANTEE and all successors in interest thereto, as to the property or any part thereof or any interest therein, and as to any party in possession or occupancy of the property or any part thereof; and

(2) Acknowledge that, in amplification and not in restriction of the foregoing provisions, it is intended and agreed that GRANTOR and its successors and assigns shall be deemed beneficiaries of the covenants, restrictions and conditions hereinabove referred to, and the United States shall be deemed a beneficiary of the covenant provided in the preceding paragraph, both for and in their or its own right, and also for the purpose of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such covenants have been provided. Such covenants shall run in favor of GRANTOR and the United States for the entire period during which such covenants shall be in force and in effect without regard to whether GRANTOR or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such covenants relate. GRANTOR shall have the right, in the event of any breach of any such covenants, and the United States shall have the right, in the event of any breach of the covenants provided in the preceding paragraph, to exercise all the rights and remedies and to maintain any action or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant to which it or any other beneficiary of such covenant may be entitled.

Authority for the undersigned officers of GRANTOR to execute this deed was conferred by resolution of its Board of Aldermen at a legal meeting of the said body held on the 17th day of April, 1989, and is in accord with the redevelopment plan approved by the City of Winston-Salem sometimes designated as Kimberly-North Winston Urban Renewal Project (N.C.R.-62), full details of which are on file in the offices of City-County Planning Board, City Hall, Winston-Salem, North Carolina 27101.

TO HAVE AND TO HOLD the above-described premises, with all of the appurtenances thereunto belonging or anywise appertaining, unto GRANTEE and its successors and assigns forever. And GRANTOR doth covenant that it is seized of the said premises in fee and hath the right to convey the same in fee simple on condition subsequent, as hereinbefore specified; that the said premises are free from encumbrances (with the exceptions hereinabove stated, if any); and that it will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, GRANTOR has caused these presents to be signed by its Mayor, attested to by its City Secretary, and has caused its corporate seal to be affixed hereto, on the day and the year first hereinabove written.

CITY OF WINSTON-SALEM

By Wayne A. Corpening  
Wayne A. Corpening, Mayor



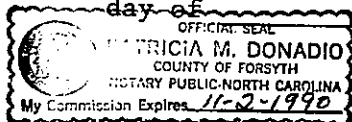
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NORTH CAROLINA )  
FORSYTH COUNTY )

I, Patricia M. Donadio, a notary public, certify that Marie M. Matthews, personally came before me this day and acknowledged that she is the City Secretary of the City of Winston-Salem, a municipal corporation, and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as its City Secretary.

Witness my hand and notarial seal, this the 20<sup>th</sup> day of April, A.D., 1989.



Patricia M. Donadio  
Notary Public

My commission expires: November 2, 1990

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NORTH CAROLINA )  
FORSYTH COUNTY )

Cy NC The foregoing certificate of Patricia M. Donadio N.P. Forsyth is certified to be correct. This the 6 day of June, 1989.

STAMPS \$ \_\_\_\_\_

L. E. SPEAS, REGISTER OF DEEDS

Probate and Filing

Fee \$ \_\_\_\_\_ paid.

By Jesse Golden  
Deputy ~~Assistant~~

PRESENTED FOR  
REGISTRATION  
NOT RECORDED

JUN 6 4 25 PM '89

L. E. SPEAS  
REGISTER OF DEEDS  
FORSYTH CTY. N.C.

6/3/89

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EXHIBIT A

RESTRICTIVE COVENANTS - LAND USE PLAN

1. Land Use Map

Permitted uses of land, street right-of-ways, pedestrian ways and easements within the Project Area are shown on the Land Use Map (R.P. Map No. 3).

2. Preliminary Site Plan

The Preliminary Site Plan (R.P. Map No. 4) is intended to serve as a design guide to encourage the efficient and imaginative development of the Project Area. It recognizes the necessity of allowing flexibility to meet future concepts in design and technology and presumes the accomodation of the unknown requirements of prospective developers.

3. Land Use Provisions and Building Requirements

In order to achieve the objectives of this plan, the use of land within the Project Area will be made subject to the requirements and restrictions specified in this subsection. These requirements and restrictions have been made effective by recording them as restrictive covenants in the Office of the Register of Deeds, Forsyth County, North Carolina which reference will be made in the deeds of Project Area properties, or by including the applicable restrictions in instruments of conveyance. These restrictions and regulations will be reinforced by applicable public codes adopted and enforced by the City of Winston-Salem and/or Forsyth County and/or the State of North Carolina. In case of conflict between land use and building requirements herein and any applicable public codes, the more restrictive shall apply.

(a) Permitted Uses

Within the areas shown on the Land Use Map (R.P. Map No. 3) the following principal uses shall be permitted:

(1) Public and Institutional Use Area

The purpose of this use area is to provide for those functions which directly serve the governmental, educational, social, religious, and recreational needs of Urban Renewal Area residents. Principal land uses permitted in this area may include:

- churches      • Child development centers
- fire station      • police station
- neighborhood service center      • library
- parks, playgrounds, and playfields

- schools - elementary and secondary
- hospitals, health or welfare centers
- nursery or kindergarten

(2) Residential - Single-family Medium Density Use Area

The purpose of this use area is to create new developments and conserve existing residential areas with single-family dwellings built on relatively small lots. Principal land uses permitted in this use area shall be limited to single-family dwellings, including those which are publically owned, except that any two-family or multiple-family dwellings presently existing in this use area may be retained if they meet other criteria of this Plan. Public uses, as listed in 3(a)(1), are permitted uses in this residential use area. Planned residential developments are a permitted use in this area and any proposal shall be reviewed by the Redevelopment Commission.

(3) Residential - Single and Two-family Medium Density Use Area

The purpose of this use area is to conserve selected portions of the Urban Renewal Area presently containing large homes which may be suitable for conversion of two-family dwellings. Principal land uses permitted in this use area shall be limited to single-family and two-family dwellings, including those which are publically owned, except that any multiple-family dwellings presently existing in the use area may be retained if they meet other criteria of this Plan. Public uses, as listed in 3(a)(1), are permitted uses in this residential use area. Planned residential developments are a permitted use in this area and any proposal shall be reviewed by the Redevelopment Commission.

(4) Residential - Multiple-family Medium Density Use Area

The purpose of this use area is to create medium density residential developments composed of multiple-family structures. Principal land uses permitted in this use area shall be multiple-family dwellings, including those which are publically owned. Single-family or two-family dwellings will be a permitted use although not encouraged in this area. Public uses, as listed in 3(a)(1), are permitted uses in this residential use area. Planned residential developments are a permitted use in this area and any proposal shall be reviewed by the Redevelopment Commission.

(5) General Business Use Area

The purpose of this use area is to provide for the development of business establishments which furnish convenience goods and personal services needed by Urban Renewal Area residents.

Principal land uses permitted in this use area may include:

- barber and beauty shop
- laundry and dry cleaning store
- bakery shop
- medical offices and laboratories
- clubs or lodges
- restaurants
- drugstore
- service stations
- funeral home
- stationery store
- hardware store
- multi-family dwellings

(6) Highway Business Use Area

The purpose of this use area is to provide for the development of business and service establishments which are most appropriately located along major streets to serve automobile oriented customers.

Principal land uses permitted in this use area may include:

- motor vehicle sales, service and rental
- exhibition galleries or show rooms
- amusements
- service stations
- repair shops
- retail stores and shops
- veterinary offices or hospitals

(7) Industrial Use Area

The purpose of this use area is to provide for the continuation and expansion of existing industries and development of new industries which in their normal operations have little or no adverse effect upon adjoining properties.

Principal land uses permitted in this use area may include:

- laboratories, analytical, experimental, testing or industrial processes

- manufacturing or processing
  - fabrication or assembly of products from pre-structured materials or components
  - manufacture of foodstuffs, textiles, electrical components, or tobacco products
  - fabrication of wood, leather, paper, or plastic products
- storage yards, except salvage
- wholesale storage or sales, or storage services

Business uses presently existing in this use area may be retained if they meet other criteria of this Plan.

(b) Population Density, Land Coverage and Other Special Restrictions

The following special regulations, controls and restrictions shall apply to the permitted uses within the areas indicated below and on R. P. Map No. 2, "Land Use Map."

(1) Single-family - Medium Density Residential District - R-4

Minimum Lot Area	9,100 sq. ft.
Minimum Lot Width	
Residential Uses	65 ft.
Non-Residential Uses	100 ft.
Minimum Front Yard	30 ft.
Minimum Side Yard -	
Combined width of the two side yards shall be 20 ft., neither of which shall be less than 7 ft. Any side yard abutting upon a street shall be not less than 20 ft.	
Minimum Rear Yard	35 ft.
Maximum Building Heights	35 ft.
Maximum Lot Coverage	30 %
Maximum density per dwelling unit shall not exceed 4.7 units per acre.	

(2) Two-family Residential District R-3

Minimum Lot Area	Single-family	10,000 sq. ft.
	Two-family	10,500 sq. ft.
Minimum Lot Width	Residential use	70 ft.
	Non-residential use	100 ft.
Minimum Front Yard		30 ft.
Minimum Side Yard -		
Every zoning lot shall have two side yards the combined width of which shall be not less than 20 feet and neither of which shall be less than seven (7) feet in width, except that any side yard abutting upon a street or highway shall be not less than 20 feet in width.		



Minimum Rear Yard 35 ft.  
 Maximum Building Height 35 ft.  
 Maximum Lot Coverage 30 %

Maximum density per dwelling unit for single-family dwellings shall not exceed 4.3 per acre.

Maximum density per dwelling unit for two-family dwelling shall not exceed 8.2 dwelling units per acre.

(3) Multi-family Medium Density Residential District - R-2

Minimum Lot Area  
 Single-family dwelling 10,000 sq. ft. per unit  
 Two-family dwelling 5,250 sq. ft. per unit

For three or more dwelling units per lot or tract of land, the following table shall apply:

Bedrooms Per Dwelling Unit	5	4	3	2	1	Efficiency
Lot Area Per Dwelling Units in Square Feet (Minimum)	4735	3960	3630	3350	3111	2904

Minimum Lot Width  
 Residential Uses 75 ft.  
 Non-Residential Uses 100 ft.

Minimum Front Yard 25 ft.

Minimum Side Yards  
 Combined width of two side yards shall be 25 ft., neither of which shall be less than 10 ft. Any side yard abutting upon a street shall be 20 ft.

Minimum Rear Yard 25 ft.

Maximum Building Height 35 ft.

Maximum Lot Coverage 30 %

Maximum Density per Dwelling Unit  
 Shall Not Exceed the Following:  
 Single-family dwelling 4.3 dwelling units per acre  
 Two-family dwelling 8.2 dwelling units per acre

For three or more dwelling units per lot or tract of land, the following table shall apply:

Bedrooms Per Dwelling Unit	5	4	3	2	1	Efficiency
Dwelling Density Allowed Per Acre	9.2	11	12	13	14	15

(4) Highway Business District - B-3

Minimum Lot Area and Width No minimum requirement

Minimum Front Yard 40 ft.

Minimum Side and Rear Yards  
 None required unless the B-3 District abuts upon a residential district in which case any building in the B-3 District shall be set back 40 feet.

Maximum Building Height No maximum limit  
 Maximum Lot Coverage 20 %

(5) General Business District - B-2

Minimum Lot Area and Width                      No minimum requirement  
Minimum Front Yard    25 ft.

Minimum Side and Rear Yards

None required unless the B-2 District abuts upon a residential district in which case any building in the B-2 District shall be set back 12 feet. However, any side yard provided adjacent to an interior lot line shall not be less than 12 feet in width. A space less than 6 inches in width between an interior lot line and a building wall shall not be regarded as a side yard.

Maximum Building Height                      No maximum limit  
Maximum Lot Coverage    20 %

(6) Limited Industrial District I-2

Minimum Lot Area                                      No minimum requirement  
Minimum Lot Width    100 ft.  
Minimum Front Yard    20 ft.  
Minimum Rear Yards    20 ft.

Minimum Side Yards

Side yards are not required except as follows: Any side yard provided adjacent to an interior lot line shall be not less than 12 feet in width. A space less than six (6) inches in width between an interior lot line and a building wall shall not be regarded as a side yard. Whenever an I-2 District abuts upon a residential district or site of an institutional use, with no intervening streets or highways, any building or any industrial use of land in the I-2 district shall be set back from the boundary of such residential district or site of an institutional use not less than 40 feet. Within a portion of such forty-foot space along the entire boundary shall be a continuous screen of evergreen plants adjacent to the lot line, of a type not less than eight (8) feet in height at maturity. Said plants shall be adequately maintained.

Maximum Building Heights                      No restrictions

(7) Planned Residential Development

The site for a planned residential development shall be not less than four acres. Not more than 35 percent of the total site area shall be covered by buildings. The number of dwellings on the site shall not be greater than the number of dwellings if such area were to be developed in the conventional manner, in compliance with the requirements of the applicable district.

For each single-family detached dwelling there shall be a designated zoning lot. Such zoning lot area may be 20 percent less than that required in the applicable district.

The requirements of section C.3.b. regarding spacing of residential buildings shall be met. No building within a planned residential development shall be located nearer than 20 feet to a boundary of the development.

Single-family, two-family, and multi-family dwellings, including townhouses, are permitted.

A Planned Residential Development shall have one or more common areas for the recreation and leisure use of all occupants of the development, owned by a non-profit corporation in which all owners of property within the development have automatic membership rights and assessment obligations for the maintenance of any common area. The automatic membership rights and assessment obligations of all owners of property within the Planned Residential Development shall be so covered by covenants running with the land and other contractual provisions as to insure the proper maintenance of all common areas, and shall include provisions for liens against the individual properties and legally enforceable personal obligations on the part of the individual property owners within the development; all of which shall be reviewed by The Redevelopment Commission. Such covenants shall be recorded and such contractual rights and obligations shall be established prior to the actual approval by The Redevelopment Commission.

(c) General Regulations and Controls

The following general regulations and controls shall apply to all land within the Project Area, as shown on R. P. Map No. 2, "Land Use Map."

These regulations and controls are in addition to those set forth in the previous subsection.

(1) Lot of Record

Irrespective of the area regulations heretofore established, any lot in a residential area which was legally recorded as a lot of record prior to the adoption of these regulations may be used for a single family dwelling, provided that any reduction in the front and side yard requirements must first be approved by the Redevelopment Commission.

(2) Obstructions to Vision at Street Intersections

No retaining walls, embankments, fence, shrubbery, signs, marquees, buildings or other obstructions to vision whatsoever between the heights of three (3) feet and fifteen (15) feet shall be permitted within the triangular area formed by the two intersecting right-of-way lines of any street or railroad and the diagonal line

connecting points along the right-of-way lines twenty-five (25) feet from said intersection.

(3) Easements

When necessary for poles, electric lights, conduits, storm sewers and sanitary sewers, gas lines, water pipe lines, or other services, easements shall be reserved and shown on a recorded plat. Any use of these easements by the property owner shall be subject to the approval of the authority having jurisdiction.

(4) Underground Electrical and Telephone Service Lines

In the new development areas, all electrical and telephone service lines will be placed underground.

(5) 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 adjacent or neighboring owners.

(6) Signs

A sign is defined as any visual assembly of letters or devices arranged for the purpose of attracting attention or conveying information. A church bulletin board and temporary signs pertaining to the sale or lease of a building, lot or premises may be located in any yard area provided that it is not illuminated, either directly or indirectly and that the total area does not exceed 18 square feet. Signs on non-residential properties shall be restricted to non-flashing signs identifying the establishment and the nature of its products. Such signs must be integrated with the overall structure appearance to be achieved through rehabilitation or redevelopment and must not adversely affect the general appearance of the area. No sign shall be erected in or over a public right-of-way.

(7) Paving of Driveways and Aisles

All driveways and aisles serving residential, commercial, and industrial uses in the redevelopment parcels shall be a hard, all-weather surface of either bituminous asphalt or concrete.

(8) Accessory Uses in Residential Areas

Accessory buildings in any residential area shall be located in the rear yard, as defined herein, at a distance of not less than 10 feet from any portion of the principal building and not less than 3 feet from any lot line and shall occupy not more than 25 percent of the area of a required rear yard.

(10) Livestock

No rearing of animals, poultry, birds or the like for commercial purposes shall be permitted on any residential, commercial or public lot within the Project Area.

(11) Screening by Walls and/or Fences and/or Other Screening

Wherever a highway business or other commercial use of off-street parking area use abuts on the side of a residential lot in a residential area, such use shall be screened from the abutting residential lot by walls and/or fences and/or other screening in a manner acceptable to The Redevelopment Commission. Any open storage not enclosed within the confines of a building such as boxes, crates and trash piles, building materials, etc., shall be enclosed and hidden from public view by walls

and/or fences and/or other screening in a manner acceptable to The Redevelopment Commission. Such walls and/or fences and/or other screening shall not be required to be more than eight (8) feet in height. Said wall and/or fence and/or planting for the land use area in which it is located.

(12) Off-Street Parking

Definition: A parking space shall mean an area of not less than 200 square feet, exclusive of drives or aisles giving access thereto, accessible from streets or alleys or private driveways or aisles, leading to streets or alleys and usable for the storage or parking of passenger vehicles.

Adequate off-street parking shall be provided for all permitted uses. Such parking shall be on the same lot with principal use. The Redevelopment Commission shall be the authority to determine if the provisions for off-street parking area adequate for the particular use and building proposed; however, in no case shall the amount of off-street parking required be less than the minimum requirements set forth in this subsection, except as follows:

- (a) In the case of parking being provided for the exclusive use of employees or in a parking garage or lot in which an attendant will park vehicles, a parking space may be considered as an area of not less than 180 square feet, exclusive of drives or aisles giving access thereto.
- (b) In the case of uses such as churches or other public places of assembly which shall be uses exclusively in the evening or on weekends, the required number of spaces may be reduced by the number of spaces available at other locations but not more than 75 percent of the parking requirements for such church or other place of public assembly, within walking distance of not more than four hundred feet (400) from the main entrance to the building or establishment to be served provided the owner of such off-site spaces agrees to such use.

In considering what constitutes an adequate number of off-street parking spaces, The Redevelopment Commission will consider not only the use to which the prospective purchaser proposed to devote the building or buildings, but any use to which The Redevelopment Commission considers that the building or buildings may be devoted in the future.

- Single and Two-Family Dwellings  
One space or driveway for dwelling unit
- Multi-Family Dwelling  
One and one-half spaces for each dwelling unit
- Multi-Family Dwelling for the Elderly  
One space for each dwelling unit
- Churches and Other Places of Public Assembly Having Fixed Seats  
One space for each four seats plus two spaces for each three employees

- Clubs or Lodges  
One space for each two memberships plus two spaces for each three employees.
- Dental and Medical Laboratories  
One space for each employee plus one space for each 200 square feet of gross floor area
- Eating Establishments  
One space for each three seats based on the design capacity of the facility plus two spaces for each three employees
- Fire Stations  
One space for each employee plus two spaces for visitors
- Libraries, Public  
One space for each 200 square feet of gross floor area plus two spaces for each three employees plus one space for each vehicle used in the operation
- Laundries, Dry Cleaning or Linen Supply Services  
Two spaces for each three employees plus one space for each vehicle used in the operation
- Nursing Homes  
One space for each five beds, plus two spaces for each three employees plus one space for each two visiting staff members plus one space for each vehicle used in the operation.
- Offices  
One space for each 200 square feet of gross floor area
- Schools: Kindergarten or Nursery  
Two spaces for each three employees
- Schools: Elementary or Junior High School  
One space for each 20 pupils for staff, plus one space for each ten pupils for special events plus one bus space for each 100 pupils.
- Schools: Senior High School  
One space for each four students for pupils, plus one space for each 20 pupils for staff, plus one bus space for each 40 pupils.
- Schools: Vocational or Professional  
One space for each three students plus two spaces for each three employees plus one space for each vehicle used in the operation
- Service Station  
Two spaces for each lubricating or other service space plus one space for each employee plus one space for each vehicle used in the operation
- Stores or Shops, Retail or Service  
One space for each 300 square feet of gross floor area, plus two spaces for each three employees plus one space for each vehicle used in the operation.

(13) Off-Street Loading and Unloading Space

Adequate off-street loading and unloading space shall be provided by all commercial, public and semi-public uses involving the pick-up and/or delivery of goods by truck. Such off-street loading and unloading space shall be on the same lot with the principal use and have vehicular access to a public street or alley and shall be designed to permit vehicles to enter and leave such spaces without unduly obstructing traffic on public streets. Maneuvering space for vehicles using such space shall be provided completely on the site and so placed and arranged as not to interfere with public use of sidewalks, streets and alleys. An off-street loading space shall be a minimum of ten (10) feet by twenty-five (25) feet with a minimum height clearance of fifteen (15) feet. No off-street loading

space shall project beyond the building line. The Redevelopment Commission shall require from the purchaser, prior to the sale of the land, full and accurate details of the proposed use and maximum number of vehicles expected to be loading and/or unloading or stored at any time on the property. The Redevelopment Commission shall be the authority to determine if the provisions for off-street loading are adequate for the particular use and building proposed; however, in no case shall the amount of off-street loading and unloading space be less than the minimum requirements set forth in this subsection. The Redevelopment Commission reserves unto itself the right to review the loading and unloading needs in reference to any building and use proposed by the purchaser, and if these needs should appear to be greater than those being provided, the Redevelopment Commission reserves unto itself the right to increase the minimum number of such spaces. Furthermore, in considering what constitutes an adequate number of spaces, the Redevelopment Commission may consider not only the use to which the prospective purchaser proposes to devote the building or buildings, but any use to which the Redevelopment Commission considers that the building or buildings might be devoted in the future.

• All Uses

One space for every twenty thousand (20,000) square feet of gross floor area or fraction thereof.

(d) Period of Duration of These Provisions

It is intended that the provisions of this plan specifying the land uses for the Project Area and the requirements and restrictions with respect thereto to be in effect when approved by the City of Winston-Salem and shall remain in effect until January 1, 1991.

(e) Applicability of Provisions to Property Not-To-Be-Acquired

The regulations, Controls and Restrictions, as set forth in under Paragraph C. 3., shall pertain to properties not-to-be-acquired inasmuch as (1) there shall be no advancement of present violations of any provisions of said paragraph, (2) all present compliances with the provisions of said paragraph shall be maintained.

4. Proposed Street Changes

Proposed street changes are as identified on R. P. Map No. 3, "Project Area Map," and on R. P. Map No. 2, "Land Use Map".