

2002 DEC 17 P 12: 19

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PATSY T. MCDONALD
REGISTER OF DEEDS
RICHMOND CO., NC

NORTH CAROLINA
RICHMOND COUNTY

RESTRICTIVE COVENANTS
of FARMSTEAD SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that Norman R. Bland and wife, Rita V. Bland, the owners and developers of all of the lots in Farmstead Subdivision, as shown on the plat of survey thereof as recorded in the office of the Register of Deeds for Richmond County at Slide 705, Plat B, of the Plat Cabinet, do hereby impose on each and every lot as shown thereon restrictions to their use which will run with the land and which will be binding upon and enforceable by and against all purchasers of lots in said development from the date of recording of this instrument forward. Said restrictions are as follows:

1. FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants contained herein in their entirety shall apply to all lots, except Parcels A and B.
2. LAND USE AND BUILDING TYPE. No lot or lots shall be used except for single family residential purposes and no building shall be erected, placed, or permitted to remain on any lot or lots other than as described as follows:
 - A. One detached single-family dwelling not to exceed two and one-half stories in height.
 - B. No duplex or two-family dwelling may be built on any lot.
 - C. No garage or outbuilding shall be used as a residence at any time.
3. TEMPORARY STRUCTURES. No structure of a temporary or transient character, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as residence, either temporarily or permanently.
4. DWELLING AND OUTBUILDING QUALITY AND SIZE. All lots in the subdivision are residential lots, all single story dwellings must have a minimum of 1200 square feet of heated floor space, exclusive of porches, steps, and carports. Dwellings of more than one story shall contain at least 800 square feet of heated space on the ground level. New construction of a dwelling must be completed within 12 months of date of commencement. The exterior of the dwelling must be constructed with brick, stucco block, vinyl, or other approved exterior siding. Outbuildings shall be of similar materials and construction as the dwelling on said lot.
The dwelling mentioned above must be constructed prior to any other building on any lot such as garages, tool sheds, etc., and only one dwelling building per lot is permitted.
5. DRIVEWAY CONNECTIONS. All driveway connections shall be constructed to City of Rockingham specifications.

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6. FENCES. Fences may not be placed nearer than 10 feet to the front lot line. Fences extending from a point even with the rear of the dwelling and extending from the rear portion of the lot may not be more than six feet in height. Fences extending from a point even with the rear of the dwelling and extending around the front portion of the lot may not be more than four feet in height and shall be constructed so that vision will not be blocked and constructed of materials approved in writing by the developers.
7. LOT AREA AND WIDTH. No lot in this subdivision may be subdivided into smaller lots unless the developers, their heirs or assigns, or their authorized agent, gives written approval.
8. EASEMENTS, DRAINAGE, ETC. There shall be preserved utility and drainage easements across the front 10 feet of each lot and as otherwise shown on the recorded subdivision plat.
9. 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. No abandoned cars, trucks or vehicles or any type may remain on the premises or parked on any street in the subdivision. No truck of more than two-ton load capacity may be parked or permitted to remain on any lot. It is expressly stated that no tractor-trailer type trucks may be parked on the subdivision streets or lots on a continuing basis. No house trailers or mobile homes shall be kept on the property whether used for any purpose or merely standing idle. No commercial business activity or retail sales will be allowed to operate from a private residence, other than an individual office within a home where retail customers do not enter and exit the premises.
10. LIVESTOCK. No livestock shall be permitted. No cows, ponies, goats, fowl, swine, poultry, livestock, or animals of any kind may be 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. No more than two pets are to be kept on any lot.
11. BUILDING LOCATON. The dwelling mentioned in paragraph 1 above must be constructed a minimum of ten per cent of the width of the lot from each side lot line and a minimum of forty (40) feet from the front line and must also comply with the City of Rockingham zoning.
12. SIGNS. No sign or device shall be displayed indicating the profession, business or trade of any person or advertising in any way. No signs except name identification of the owner or a "for sale" sign, neither type to exceed four square feet, shall be erected or placed on the lot.

13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as dumping ground 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, and shall be located at the rear area of each lot and shall not be allowed to be strewn in the neighborhood. Should it be necessary for any container to be kept in the front area of a lot, written permission must be obtained from the developers, their heirs or assigns, or their authorized agent, and such container, if approved, must be enclosed in a shelter in keeping with the construction in the neighborhood and so constructed that the container is not visible from the outside of the shelter.
14. OWNERS' OBLIGATION TO REPAIR. Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.
15. TERM OF RESTRICTIONS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time the said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the parcels has been recorded agreeing to change the same covenants in whole or in part.
16. RESERVATION BY DEVELOPERS OF RIGHT TO MODIFY OR CANCEL RESTRICTIONS. Developers, their heirs or assigns, or their authorized agents, reserve the right to change or cancel any or all of these restrictions, if in their judgment the development or lack of development of adjacent property makes that course necessary by recordation of an amendment to these restrictive covenants.
17. ENFORCEMENT. It is expressly understood and agreed that the several restrictive covenants contained herein shall attach to and run with the land and it shall be lawful not only for the developers, their heirs and assigns, but also for the owners of any lot or lots adjoining or in the neighborhood of the premises hereby granted, deriving title from or through developers, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same.
18. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals, this 17th day of December, 2002.

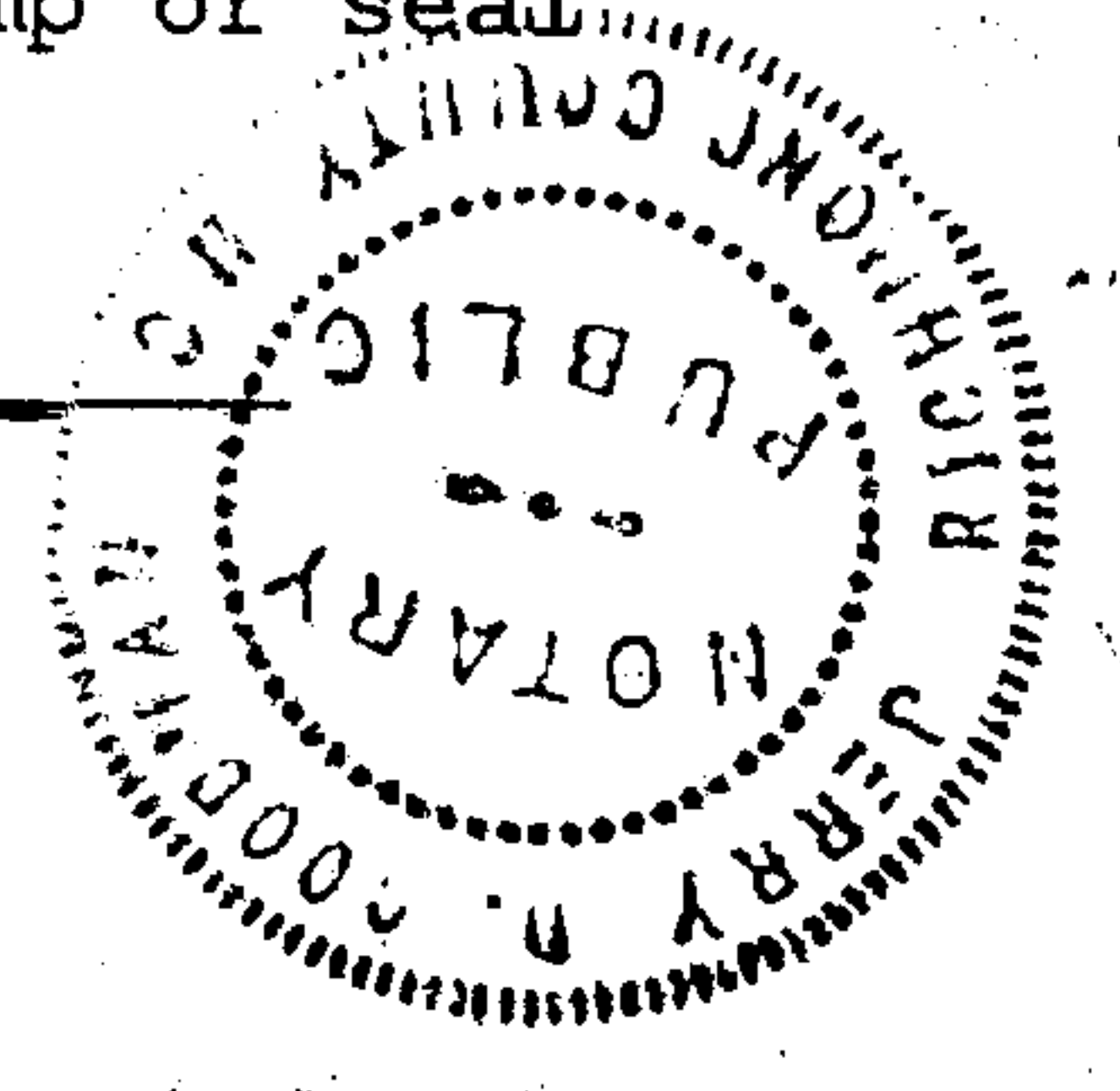
Norman R. Bland (SEAL)
Norman R. Bland

Rita V. Bland (SEAL)
Rita V. Bland

STATE OF NORTH CAROLINA - RICHMOND COUNTY

I, the undersigned Notary Public of the County and State aforesaid, certify that Norman R. Bland and wife, Rita V. Bland, personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 17th day of December, 2002.

Jerry D. Goodman
Notary Public



My commission expires:
August 15, 2004

NORTH CAROLINA
RICHMOND COUNTY

The foregoing certificate of Jerry D. Goodman, Notary Public is/~~is~~ certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

PATSY T. MCDONALD Register of Deeds for Richmond
County
By: *Sarah B. Lemons* Deputy/~~ASST. REGISTER~~ -
Register
Deeds.