

ORIGINAL

**ROBERDEL HILL**

**Restrictive covenant**

**Deed Book # 1320**

**Page # 534**

FILED  
2005 APR 26 2:19:34 PMPATSY T. MCDONALD  
REGISTER OF DEEDS  
RICHMOND CO., NC

STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS  
ROBERDEL HILL

COUNTY OF RICHMOND

KNOW ALL MEN BY THESE PRESENTS, that J. C. Properties of Rockingham, L.L.C., owner and developer of Roberdel Hill subdivision, does hereby covenant and agree to and with all other persons, firm, or corporations now owning or hereafter acquiring Parcels Nos. 1 through 20 inclusive, as shown on the plat of Roberdel Hill which is recorded in the office of the Register of Deeds for Richmond County, North Carolina, in Plat Slide 79-17 are hereby subjected to the following restrictions as to the use thereof, running with the parcels subject to these restrictions by whomsoever owned.

1. **Area of Application.** These restrictions shall apply to Parcels 1 through 20, inclusive, of Roberdel Hill Subdivision, as shown on the said plat recorded in the office of the Register of Deeds for Richmond County, North Carolina.
2. **Use.** The property shall be used for residential purposes only and no mobile homes or modular homes shall be permitted or placed on any parcel. In the construction of outbuildings, garages or such additional structures, the said structures shall be of the same building material, type of construction, and in conformity and harmony with the type and manner of construction of the principal dwelling constructed on the said parcel.
3. **Size of Dwelling.** No one story dwelling shall be constructed which contains less than 1200 square feet of heated living area on any parcel. No dwelling having more than one story shall be constructed which shall contain less than 1500 square feet of heated living area on any parcel.
4. **Location of Structures.** No building shall be located on any parcel other than what is specified by City of Rockingham Zoning.
5. **Pets, Animals, etc.** No cows, horses, goats, fowl, swine, or poultry may be kept on a parcel. No aggressive canines or potentially dangerous dogs or other potentially dangerous animals may be kept on any parcel. Domestic pets such as dogs, or other animals, may be kept, provided, however, that they are not bred or maintained for any commercial purposes.
6. **Fences.** No fence of any type shall be allowed in the front yard of the dwelling. Fences may not be more than 5 feet in height and shall not block vision.
7. **Easements, Drainage, Utilities, etc.** There shall be preserved utility and drainage easements across the property at such locations as are necessary to adequately and properly handle the flow of water running from said street and other parcels of property and to adequately provide space for utilities to be situated upon the property. Three street lights have been erected in the subdivision and each home owner will have added to there monthly electric bill a nominal fee for the said street lights.

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- 8. **Use of Property.** No noxious or offensive trade or activity shall be carried on upon any parcel, nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood. No truck or vehicle in excess of one-ton capacity or any unlicensed vehicle shall be parked or permitted to remain on any parcel.
- 9. **Terms of Restrictions.** These covenants are to run with the parcel to which they are applicable and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time the said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a seventy-five percent (75%) majority of the then owners of the parcels has been recorded agreeing to change the said covenant in whole or in part.
- 10. **Enforcement.** Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- 11. **Invalidation.** Invalidation of nay one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said parties have caused this instrument to be executed in its company name by its duly authorized officers, this the 30<sup>th</sup> day of March, 2005.

J. C. PROPERITES OF ROCKINGHAM, LLC.

BY: [Signature]  
Member/Manager

BY: [Signature]  
Member/Manager

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STATE OF NORTH CAROLINA

COUNTY OF RICHMOND

I, the undersigned, a Notary Public for said County and State, do hereby certify that Jerry D Goodson, Member/Manager of J.C. Properties of Rockingham, LLC., a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this the 26 day of April, 2005.

[Signature]  
NOTARY PUBLIC



My commission expires: 8-24-05

STATE OF NORTH CAROLINA

COUNTY OF RICHMOND

I, the undersigned, a Notary Public for said County and State, do hereby certify that [Signature] Member/Manager of J.C. Properties of Rockingham, LLC., a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this the 26 day of April, 2005.

[Signature]  
Notary Public



My commission expires: 8-24-05

NORTH CAROLINA  
RICHMOND COUNTY

The foregoing Certificate(s) of Timothy G. Jacobs Notary Public ~~is~~/are 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 [Signature] Deputy Register of Deeds

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