

North Carolina  
Richmond County

Restrictive Covenants

32671

KNOWN ALL MEN BY THESE PRESENTS that Sammy Whitley and wife, Mary H. Whitley, the owners and developers of all of lots in Woodmark Subdivision Section Two as shown on the plat of survey 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:

Part A- AREA OF APPLICATION

A-1 FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants in Part B of these restrictive covenants shall apply to all lots situated in Woodmark Section Two

Part B RESIDENTIAL AREA COVENANTS

B-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 dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.

B-2 DWELLING AND OUTBUILDINGS QUALITY AND SIZE

The purchaser or owner of any lot shall submit plans and specifications of the same to the developers, their heirs or assigns, or their authorized agent, prior to the beginning of any construction, grading, or excavation for written approval of the proposed construction on said lot. Such examination shall insure that all dwellings and outbuildings constructed in the subdivision are of similar quality, size, and workmanship. The enclosed heated ground floor area of the main structure shall not be less than 1600 square feet for a one story dwelling or less than 800 square feet for a dwelling of more than one story and shall contain no less than 1600 square feet of total heated floor area. All dwellings must have a enclosed garage large enough to accommodate at least two automobiles. Out buildings, including those built to house garbage or animals as permitted by these covenants, shall be of similar materials and construction as the dwelling on said lot.

B-3 BUILDING LOCATION

No building shall be located on any lot nearer to the front lot line than forty-five (45) feet nor nearer to the interior lot line than fifteen (15) feet. Due to the elevation of terrain of

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PAISY T. HEDGECOCK  
REGISTER OF DEEDS  
RICHMOND CO., NC

some of the lots in the subdivision, the distance of setback of forty-five (45) feet to the front property line may be waived by the developer, their heirs, their assigns, or their authorized agent, in writing, but may not be less than forty (40) feet.

#### **B-4 EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the existing plat. If there are additional easements granted by separate deeds, within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

#### **B-5 NUISANCES**

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become any annoyance or nuisance to the neighborhood.

#### **B-6 TEMPORARY STRUCTURES**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

#### **B-7 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, or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

#### **B-8 LIVESTOCK AND POULTRY**

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except one dog and one cat.

#### **B-9 GARBAGE AND REFUSE DISPOSAL**

No lot shall be used or maintained as a dumping ground 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 rear areas of each lot. Should it be necessary

for any container to be kept in the front area of the lot, written permission must be obtained from the developers, their heirs, their assigns, or their authorized agent, and such container, if approved, must be enclosed in a shelter comparable with the construction in the neighborhood so that the container is not visible from the outside of the shelter.

#### **B-10 SIGHT DISTANCE AT INTERSECTION**

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them to a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

#### **B-11 FENCES**

Fences may not exceed nearer than fifty (50) feet to the front lot line. Fences extending from a point even with the rear of the dwelling and extending around the rear portion of the lot may not be more than six (6) feet in height. No fences on cul-de-sacs can be closer than fifty (50) feet from the front property line. 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 (4) feet in height and shall be constructed so that vision will not be blocked and constructed of material other than chain-linked, barbed wire, or other metal fencing, and approved in advance by the developers.

#### **B-12 ENVIRONMENTAL MAINTENANCE**

In order to preserve the character of the development, no owner of any individual parcel shall be permitted to cut more than forty (40) percent of the trees situated upon each individual lot.

#### **B-13 OIL TANKS**

Oil and Propane Gas Tanks shall be placed underground that exceeds one hundred gallons.

#### **B-14 ANTENNAE OR SATELLITE DISH**

No antennae of any kind or satellite communication dish or equipment may be installed on any lot other than behind the main dwelling structure. None of the above may extend over twenty (20) feet above the average natural ground level of the lot upon which it is

installed. This restriction shall not apply to television antennae attached to the dwelling structure.

#### **B-15 OWNERS OBLIGATION TO REPAIR**

Each owner shall, at his sole cost and expense, repair and keep his residence in a condition comparable to the same state of its initial construction, excepting only normal wear and tear.

#### **B-16 SWIMMING POOLS**

The rim elevation of any swimming pool may not be over two (2) feet above the natural grade of the site unless integrated into terraced construction approved by the developers, their heirs, their assigns, or their authorized agent. **NO ABOVE GROUND POOLS ARE PERMITTED.**

#### **B-17 OUTDOOR CLOTHES LINES**

None are permitted on properties in the subdivision.

#### **B-18 EXTERIOR DECOR**

Exterior colors and designs have to be submitted and approved by the developers, their heirs, their assigns, or authorized agents before the finishing stage of construction. Awnings and canopies shall not be permitted or affixed to exterior of a residence without approval of the developers, their heirs, their assigns, or their authorized agent.

#### **B-19 LANDSCAPING**

The landscaping of the property shall be of design that will enhance the value of the owner's home, as well as, that of the community.

#### **B-20 DRIVEWAY CONNECTION**

All plans for driveway connections shall be reviewed and subject to approval by the developers of this subdivision, their heirs, their assigns, or their authorized agent.

#### **B-21 LOT AREA AND WIDTH**

No lot in this subdivision may be subdivided into smaller lots unless the developers, their heirs, their assigns, or their authorized agent gives written approval.

#### **B-22 DEVELOPERS EXTENSION OF RESERVATION BY DEVELOPERS TO MODIFY OR CANCEL RESTRICTIONS**

Developers reserve the right to change or cancel any or all of these restrictions, if in their judgment, the lack of development of adjacent property makes that course necessary or advisable within ten (10) years of date of recording of these restrictive covenants by recording of an amendment to these restrictive covenants.

**B-23 ENFORCEMENT**

It is expressly understood and agreed that the several restrictive covenants contained and herein shall attach to and run with the land, and it shall be unlawful not only for the developers, their heirs, and assigns but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises hereby granted, deriving title from or through developers, violating or threatening to violate the same.

**B-24 SEVERABILITY**

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.



**B-25 LANDOWNERS ASSESSMENT**

A property owners association shall be formed for the subdivision. The developers shall be responsible for the first six (6) months cost of maintenance of the entrance. Thereafter, each owner will be assessed their portion for the beautification and utility fees to maintain the front entrance.

**B-26 TERMS**

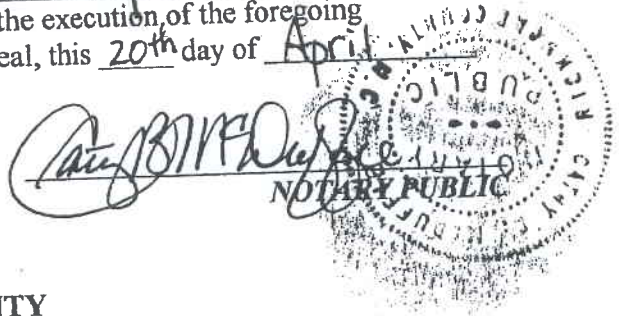
These covenants are to run with the lot to which they are applicable and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive years of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, said parties have hereunto set their seals, this 20  
day of April 1999.

  
Developer  
  
Developer

I, the undersigned, a Notary Public, do hereby certify that Sammy L. Whitley and Mary H. Whitley personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witnessed by my hand and notary seal, this 20th day of April 1999.

Exp: 10-6-2003



**NORTH CAROLINA - RICHMOND COUNTY**

The foregoing certificate of Cathy B. McDuffie, Notary Public is certified to be correct. This instrument was presented for registration and recorded in this office at Book 1030 Page 218 this 20th day of April 1999 at 3:57 o'clock, P.M.

PATSY T. MCDONALD, REGISTER OF DEEDS

Jenda W. Douglas Deputy

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2005 APR 1 4:12:46 PMPATSY T. MCDONALD  
REGISTER OF DEEDS  
RICHMOND CO., NCNORTH CAROLINA  
RICHMOND COUNTYRESTRICTIVE COVENANTS OF  
WOODSTONE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that Norman R. Bland and wife, Rita V. Bland, and Bobby A. Jordan and wife, Bobbie G. Jordan, the owners and developers of all of the lots in Woodstone Subdivision, as shown on the plat of survey thereof as recorded in the office of the Register of Deeds for Richmond County at Side 724 Plat C 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.
2. LAND USE AND BUILDING TYPE. No lot or lots shall be used except for 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 on all lots, except a duplex, two-family or multi-family dwelling may be built on Lots 35, 36, 37, 38 and 39, if allowed by municipal zoning.
  - B. No garage or outbuilding shall be used as a residence at any time.
  - C. 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.
  - D. No home or structure may be relocated from another property onto any lot. Only stick built on-site homes are allowed, except the developers or their heirs, assigns or authorized agent may approve modular type construction on a per lot application. No single-wide or double-wide mobile homes are allowed.
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 1300 square feet of heated floor space, exclusive of porches, steps, garages and carports. Dwellings of more than one story shall contain at least 800 square feet of heated space on the ground level, with the total space of all floors at least 1400 square feet heated. 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. Outbuildings must be at rear of the main dwelling.  
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.

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5. **DRIVEWAY CONNECTIONS.** All driveway connections shall be constructed to City of Hamlet specifications.
  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 to 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.
  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 LOCATION.** 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 Hamlet 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 six 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 for 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
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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. Lawns must be cut and maintained to protect and respect neighborhood property values.
- 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 this subdivision and 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.

**INTENT**

The intent of these covenants and restrictions is for the quiet and peaceful enjoyment of the property owners in Woodstone Subdivision. If any conflict of these covenants and restrictions occurs with the applicable municipality zoning authority, then the rules of the municipal zoning authority will take precedence and the Woodstone Subdivision restrictions will be subordinate.

IN TESTIMONY WHEREOF, Grantors have caused this instrument to be signed and sealed, this the 23<sup>rd</sup> day of March, 2005.

Norman R. Bland (SEAL)  
Norman R. Bland

Rita V. Bland (SEAL)  
Rita V. Bland

Bobby A. Jordan (SEAL)  
Bobby A. Jordan

Bobbie G. Jordan (SEAL)  
Bobbie G. Jordan

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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, and Bobby A. Jordan and wife, Bobbie G. Jordan, 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 29<sup>th</sup> day of March, 2005.

Jerry D. Goodman  
Notary Public



My commission expires August 15, 2009

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NORTH CAROLINA  
RICHMOND COUNTY

The foregoing certificate of Jerry D. Goodman, 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: Patsy T. McDonald ~~Deputy Register~~ Register of Deeds.

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