

FILED
ROCKINGHAM COUNTY NC
REBECCA B. CIPRIANI
REGISTER OF DEEDS
10- 9-2002 3:54: 0
RECORDING 18.00
PROBATE 2.00
EXCISE TAX
NONSTAND
RECEIPT NO. 8514-001
BOOK 1120 PAGE 2169

DECLARATION OF RESTRICTIVE COVENANTS

NORTH CAROLINA
ROCKINGHAM COUNTY

PREPARED AND DRAWN BY
HOLT AND WATT, ATTORNEYS
BY: *[Signature]*

KNOW ALL MEN BY THESE PRESENTS that Ralph L. Massey and wife, Eunice B. Massey and Thomas R. Massey and wife, Gail H. Massey, owners and developers of that subdivision shown on a plat of survey for Thomas R. Massey and Ralph Lee Massey recorded in Map Book 50, Page 84 in the Office of the Register of Deeds of Rockingham County, NC, do hereby declare that all tracts in said subdivision shall be subject to the easements, restrictions, covenants and conditions as set forth below, which shall remain and run with the property by whomsoever owned, which restrictions, covenants and conditions are expressly assented to by subsequent purchasers by their acceptance of deeds covering said property. This declaration is made in the best interests of the present and future lot owners in order to establish a uniform plan pertaining to the development, enjoyment and use of said subdivision, and to put all persons on notice of the same.

RESTRICTIONS

1. The property shall be used only for residential purposes (not for business, manufacturing or apartment house purposes).
2. No structure of a temporary character; trailer, mobile home, modular home, manufactured home, basement, tent, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently.
3. No noxious or offensive activity shall be carried out on the property nor shall anything be done which may be or become an annoyance to the neighborhood.
4. Except as provided hereafter no animals, livestock or poultry of any kind shall be raised, held or kept on the property, except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any agricultural or commercial purposes. Also dogs and pets shall be kept from running loose. Horses may be allowed but all barns and other outbuildings shall be maintained in a neat appearance.

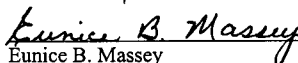
Ret: WATT

5. The residence shall have a minimum of 1800 sq. ft. heated living area excluding porches, basements, breezeways and garages.
6. No building (including porches) shall be located on the property closer than 50 ft. to the front property line nor shall any building be located closer than 15 ft. to any side property line. The front shall be considered the road frontage. All outbuildings shall be erected behind the main dwelling house, but not closer than 30 ft. from the rear property line.
7. Easements are hereby reserved unto the developers for the purpose of drainage, furnishing power, telephone, gas or other utilities.
8. The property shall not be used or maintained as a dumping ground for junked cars or trucks, and all rubbish, trash, garbage, or other waste shall be kept in sanitary containers in rear yard only; no unlicensed or inoperative vehicles of any kind.
9. No commercial signs, except a "for sale" or a "for rent" sign in the event such shall be applicable, shall be erected or maintained on any lot.
10. No satellite dishes are allowed in the front yard, however they may be placed behind the residence.
11. No road, easement, or right-of-way for ingress and egress shall be located on any lot which easement, right-of-way or road shall extend across a property line not included in this subdivision. It is the intent of this restriction to prohibit the use of any lot for access to property not located within this subdivision.

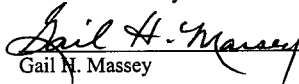
The above covenants and conditions are placed on the said property as a part of a general scheme or plan of development for the benefit of all owners of any portion of the property which has been or will be made a part of the subdivision. Said covenants shall be binding upon the present owner-developer, their successors, heirs and assigns and shall be covenants running with the land and binding on all future owners. The owner-developer, or any lot owner, or any group of two or more lot owners, may enforce these restrictions. Invalidation of any one of these covenants or any part thereof shall in no wise affect the remainder, which shall continue in full force and effect. These restrictive covenants shall be in full force and effect for the period of time ending December 31, 2028.

In witness whereof the owners have executed this Declaration on October 9th, 2002.


Ralph L. Massey


Eunice B. Massey


Thomas R. Massey


Gail H. Massey

2171

STATE OF NORTH CAROLINA
COUNTY OF ROCKINGHAM

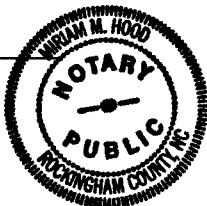
I, Miriam M. Hood, a Notary Public for said County and State,
do hereby certify that Ralph L. Massey and wife, Eunice B. Massey and Thomas R. Massey and
wife, Gail H. Massey, personally appeared before me this day and acknowledged the due execution
of the foregoing instrument.

Witness my had and official stamp or seal, this 9 day of October, 2002.

Miriam M. Hood

Notary Public

My commission expires: 3-17-07



NORTH CAROLINA-ROCKINGHAM COUNTY

The certificate(s) of

Miriam M. Hood

a Notary (Notaries) Public is (are) certified to be correct.
This instrument and this certificate are duly registered at
the date and time shown herein.

REBECCA B. CIPRIANI, REGISTER OF DEEDS

BY

Amy A. Simpson
Assistant Deputy Register of Deeds

MasseyRestrictions