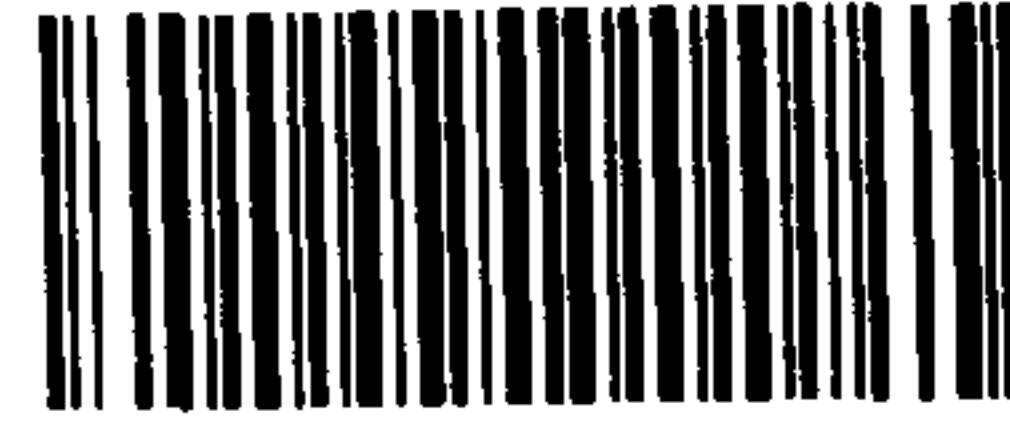


628328



Filed

Rockingham County, NC

Benjamin J. Curtis, Register of Deeds

06/16/2022 08:21:21 AM

Fee Amt: \$26.00

NC Excise Tax: \$0.00

JESSICA CORUM

Return to: Haynes Meadow LLC  
 PO Box 1125  
 Summersfield, NC 27358

NORTH CAROLINA  
 ROCKINGHAM COUNTY

RESTRICTIVE COVENANTS  
 HAYNES MEADOW

All persons who shall acquire any Lot or ownership interest in HAYNES MEADOW, a development of Haynes Meadow LLC, a North Carolina Corporation ("Declarant"), take notice that restrictive covenants as hereinafter set out are imposed upon said Lots run with same as hereinafter set forth.

The Lots of **Haynes Meadow** ("Development") are more fully described and shown upon maps of same prepared by LAND SOLUTIONS, Registered Land Surveyors, and recorded in Plat Book 92, at Page 20, of the Rockingham County Public Registry. (See the attached Exhibit A incorporated by reference). These restrictive covenants ("Declarations") shall cover all the property recorded on said recorded plat. Any deed or other instrument by which a Lot or any portion of the Property is conveyed shall be subject to the provisions of this Declaration and deemed to incorporate the provisions of this Declaration, whether the deed or other instrument makes express reference here to. The restrictive covenants and conditions to be imposed upon said Lots as shown on the aforesaid recorded plat are as follows:

#### ARTICLE 1: IMPROVEMENTS

- a) *Improvements*: No improvement, shall commence without the express written approval by the Declarant.
- b) *Approval Requirements*: No improvements, which include but are not limited to, building, grading, boundary fence, walkway, driveway, lighting, wall, deck, landscaping, pool, etc. shall be erected, placed, altered, or permitted to remain on any Lot until the plans and specifications ("Specs") showing the nature, kind, shape, color, dimensions, height, materials, exterior scheme, and location of such structures and improvements have been approved in writing by the Declarant. Only after approval is received from the Declarant in writing may an improvement / construction begin.
- c) *Approval Process*: Any person or entity desiring to make any alteration, change or improvement to a Lot, shall submit written details, and elevations, rendition or pictures.

Any graphical representation and written specifications shall be consistent. If written specifications or details differ from graphical representation submitted, the graphical representations be edited or noted to ensure consistency. The Owner shall submit one packet containing:

- i. Site Plan
  - ii. Dwelling / home design, including all elevations, roof pitch, floor plan and other necessary Specs
  - iii. Specifications (include color) of veneers, gutters, roof materials (include color),
  - iv. Landscaping Plan (include hardscapes)
- d) *Size:* The total heated square footage above the front elevation grade of the main dwelling, exclusive of basement area, unfinished attic, decks, patios, porches, detached building and garage, shall not be less than two thousand two hundred square feet (2,200 ft<sup>2</sup>) unless approved by the Declarant.
- e) *Setbacks:* No building or portion thereof, except as hereinafter provided, shall *be* erected closer than fifty (50) feet from the front property line, closer than ten (10) feet from the side line and closer than fifteen (15) feet from the rear property line. Homes will be constructed in conformity with the foregoing requirements but not in violation of the minimum building line as shown on the recorded Plat or in violation with any applicable zoning or code regulations. The Declarant reserves the right from time to time to make reasonable changes, or permit reasonable variances in the foregoing restrictions as it may deem necessary (e.g. to address septic and well placement) and the Declarant shall incur no liability for any such variances or waivers so granted.
- f) *Subdivision:* No Owner shall re-subdivide any Lot by sale or otherwise. However, Declarant shall have the right to subdivide or combine Lot(s) or otherwise change the boundaries of Lots owned by Declarant, and to determine whether any resulting Lots are to be considered as one Lot or multiple Lots.
- g) *Roads:* No road, street, or alley shall be opened or constructed in any way used to cross any one or more of the Lots herein that is not shown or set out on the Plat except with the express written consent of the Declarant.
- h) *Water:* Lots within the Development which have streams, creeks, tributaries, or other water bearing courses may not be filled, back-filled, channelized, altered, built-up or graded without the prior expressed written permission of the Declarant and the United States Army Corps of Engineers.
- i) *Pre-fab Homes:* No pre-fabricated, pre-built, modular, or pre-cut houses will be allowed in the Development.
- j) *Accessory Buildings:* All accessory buildings require Declarant approval before being constructed or placed on the property. See *Approval Process* above.
- k) *Metal Storage Buildings:* No metal storage building of a temporary or permanent character shall be permitted on any Lot.
- l) *Driveways:* Driveways shall conform with North Carolina Department of Transportation standards and must be a hard surface in its entirety unless approved in writing by Declarant.

- m) *Garage(s)*: A dwelling shall have at least a two-car garage and not more than a four-car garage unless approved in writing by the Declarant. Garage bay openings shall not face the street, unless approved by the Declarant in writing. A minimum of two bays, shall be exterior side or rear facing, rather than facing the street.
- n) *Roofs*: No roof (including dwelling or other building) shall be permitted without a minimum pitch of 8/12 except with the written consent from the Declarant. At a minimum, the quality of roofing materials should be architectural 30-year dimensional shingles, shake, slate, or metal. Skylights which are visible from the road shall not be permitted except with the written consent of the Declarant.
- o) *Decks*: Decks are considered a part of the structure and must be approved by the Declarant. Decks shall only be constructed in the rear of the dwelling. No deck including steps and integrated planters shall extend past the sides of a dwelling.
- p) *Front Porches, Steps or Stoops*: Front stoops, porches or steps shall not be constructed of natural or synthetic boards.
- q) *Foundations*: Homes may be built on slabs or crawlspace foundations provided that foundations are brick or stone (natural or manufactured) and no block or parging is visible from the road. If a slab is used, the façade should be designed for the home to appear as if it were built on a crawlspace foundation.
- r) *Fencing*: Yard fencing may only be erected behind the rear line of the dwelling. To place fencing in a yard, the style must be approved by the Declarant and may not be more than four (4) feet above grade level. No chain-link fencing (cages, runs or fences) is allowed within the Development.
- s) *Equipment*: No radio, electronic equipment, clothesline, play equipment, swings, sliding boards, playhouse, window air-conditioning units, tanks, or work equipment shall be placed in the front yard or front of the house or visible from a road. Any antenna, satellite dish or receiver for wireless cable (MMDS) shall be affixed to the dwelling, be a color which blends with its surroundings, have a mast only as high as reasonably necessary to receive signals, and not be visible from a road. Solar panels shall not be visible from the road or reflect into the fenestrations of a dwelling.
- t) *Screening*: Fuel tanks, other utilities, pet houses, window air-conditioning units, clotheslines or affixed play equipment (e.g. swings, sliding boards, playhouses), shall be below grade or screened from a road. HVAC units and other utilities shall be screened by landscaping, wall, or fence.
- u) *Pools*: No above ground pools shall be allowed. Only below-grade pools shall be permitted behind a home and requires pre-approval by the Declarant.
- v) *Landscaping*: Landscaping per the approved plan, excluding the front lawn, shall be completed within four (4) months of occupancy. The front lawn shall be established (e.g. seeded or sodded) within sixty (60) days of receiving a certificate of occupancy.



- w) *Parking*: Each Lot shall contain sufficient off-street paved parking space for at least two (2) automobiles. No automobiles, trucks, motorcycles, recreational vehicles or boats or trailers shall be parked on any road for a period in excess of 24 hours. No boat, trailer, van (except mini-van for private use), commercial vehicle, recreational vehicle, camper or other like vehicles or equipment shall be parked or stored in any areas on a Lot except inside an enclosed building so as not to be visible from any street.

## ARTICLE 2: ACTIVITIES AND USES

- a) *Single-family Occupancy*: Only single-family occupancy shall be allowed, unless approved in writing by Declarant. Single-family occupancy shall mean occupancy by
- v. an individual and the individuals' children and/or parents, or
  - vi. two or more persons related by blood, marriage, adoption, guardianship or duly-authorized custodial relationship and their children and/or parents, or
  - vii. any two unrelated persons and the children and/or parents related to either of them, or
  - viii. a group of no unrelated persons more than the number of bedrooms in the residence living as a single housekeeping unit (or "Unit"). A Unit will exist when the occupants have a family-like structure and/or a sharing of responsibilities associated with the household such as equitable payments, ownership, use of space, etc. This definition is intended to exclude any group whose association is temporary or seasonal (e.g. students sharing a house or any group providing a framework for transients or transient living).
- b) *Timeshare*: No part of the Development shall be used for any type of timeshare program/project.
- c) *Temporary Residence*: No basement, accessory building, temporary structure, trailer, mobile home, basement, tent, truck, shack, barn, boat, camper, mobile home, recreational vehicle, or other such vehicle, outbuilding, or structure shall at any time be used as a residence, temporarily or permanently within the Development.
- d) *Business*: Any business activity shall conform with applicable laws and zoning regulations, shall be consistent with the residential character of the Development, shall not be apparent or detectable by sight, smell, or sound from outside the dwelling, shall not involve solicitation of Development residents, and shall not create regular customer, client, or employee traffic.
- e) *Animals*: No animals of any kind that may constitute a nuisance, annoyance, or threat to other Owners in the Property shall be raised or kept on any Lot. No animal shall be allowed to be kept within the Development if such animal causes unsanitary conditions to residents, the Lot(s) or the animal. Each Owner will be responsible for cleaning up any waste deposited by any animal on any Lot, including the Owner's Lot. No animal or pet shall be kept for commercial purposes. Any animal owned or fostered shall be a household pet and kept in compliance with all laws. The number of household pets shall not exceed four (4) in number except for newborn offspring of such household pets which are under four (4) months of age. No Owner or resident may temporarily house females that are nursing, whelping or weening offspring for the purposes of selling or leasing out or loaning out animals. No Owner may have a male animal serving as a stud for commercial purposes on a

Lot. No commercial breeding or selling of animals or guardianship programs shall be allowed on any Lot. Pet cats are to remain on their property of or under the physical control of the Owner. No livestock, including equine, poultry, sheep, cattle, pigs, or goats shall be allowed on a Lot, unless approved by the Declarant.

- f) *Restricted Activities:* No noxious, hazardous, offensive, or unlawful activities, or activities that threaten the security of the residents shall be conducted in the Development. No activities which may be or become an annoyance or nuisance to residents, (e.g. noise, smells, vibrations, visible clutter) or which unreasonably interferes with the quiet enjoyment of occupants of the Development are permitted.
- g) *Compost:* Owners may compost plant material only behind a rear building line as long as it does not pose any health or nuisance (e.g. smell or insect) issues. Compost shall not be visible from any public or private road and shall not be within twenty (20) feet of a side or rear property line.
- h) *Trash / Rubbish:* No Lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste shall be stored in sanitary containers or in accordance with the rules and regulations of health or governmental authority. All garbage cans and disposal containers shall be stored in the garage or behind the rear building line or in another location so that they are not visible from a road.
- i) *Maintenance:* The Owner shall be responsible for maintaining his/her lawn by keeping it free of weeds and debris, mowed, and edged. Beds and walkways shall be kept free of weeds and debris, hedges and bushes shall be kept trimmed, and trees shall be kept pruned and limbed. The exterior of homes shall be maintained (e.g. painted, cleaned).
- j) *Signs:* Except for signs erected by Declarant on Lots owned or controlled by Declarant, no sign shall be placed or allowed to remain on any Lot except for the following:
  - a. one "For Sale" (not to exceed six (6) square feet in size),
  - b. one political advocacy sign (not to exceed five (5) square feet), and
  - c. temporary signs to advertise a temporary activity or event.

No signs shall be placed in fenestrations visible to a road.

- z) *Adverse Activities:* No activities shall be engaged in by any Owner, Owner's agent and no sign shall be erected or displayed within the Properties that would negatively impact the sales and marketing of the Development.
- k) *Leasing:* No Owner shall lease or rent less than an entire Lot, which shall be leased or rented for residential purposes and for single-family occupancy only. No lease shall be interpreted to provide for a release of a Lot Owner to be compliant with this Declaration. No subleasing is permitted. The Lots shall not be leased or rented for hotel or transient purposes. No rental agreement or lease shall be made for a period of less than one (1) year and any lease or rental agreement shall be in writing and shall provide that it is subject to the all provisions of this Declaration and that any failure by the tenant to comply with such provisions shall be a default under such agreement. However, the failure

of any lease or rental agreement to so provide shall not excuse any party from complying with the provisions of this Declaration and any regulations.

- l) *Declarant Structures*: Notwithstanding anything herein to the contrary, Declarant, its agents, its employees and its contractors, may maintain trailers, temporary structures, a dwelling, to facilitate the sales and construction of improvements within the Properties.

### ARTICLE 3: MISCELLANEOUS PROVISIONS

- a) Any rules or regulations established by the Declarant pursuant to this Declaration will not expressly or impliedly create any duty of care to any Owner.
- b) Declarant reserves for itself, blanket easements upon or across any lot or common area for utilities serving any portion of the Development. These easements may include, without limitation, gas, water, sewer, telephone, electricity, cable, security, storm drainage.
- c) Declarant, its agents, employees, attorneys and contractors hereby reserve the right, but not the obligation, for itself and its successors and/or assigns, to do such things or take such actions as they deem necessary, advisable or convenient for completion and improvement of the Development as a residential community and for the sale, rental or other disposition of Lots. In the event of any conflict between a Builder and the Declarant, the Declarant shall be the prevailing party.
- d) *Declarant Waiver*: Any violations of these Restrictions may be waived in whole or in part at any time by written document executed by the Declarant while the Declarant owns property in the Development.
- e) NEITHER THE DECLARANT, ITS EMPLOYEES, AGENTS OR ATTORNEYS SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS FOR APPROVAL OR TO ANY OWNER BY REASON OF A MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR FOR THE EXERCISE OR NON-EXERCISE OF ANY OTHER POWER OR RIGHT PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS FOR APPROVAL AGREES BY SUBMISSION OF SUCH PLANS AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE OR SHE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, ITS AGENTS, EMPLOYEES OR ATTORNEYS TO RECOVER ANY SUCH DAMAGES, AND HEREBY RELEASES AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.



- f) *Amendments and Renewal:* All of the restrictions as herein set forth shall be binding upon the Owners of any Lot(s) in Haynes Meadow, and their respective heirs, successors and assigns for a period of thirty (30) years from the 2nd day of June 2022. Said restrictions shall automatically renew for periods of ten years. Renewal may be stopped if 75% of Owners vote (one vote per Lot) not to renew the restrictions. Modification or termination of this Declaration requires 75% approval by the Owners. If the Declarant still owns property in the Development, modification and termination require 75% vote and approval by the Declarant. Any amendment, except those amendments that Declarant is authorized to make unilaterally, must be executed by all the Owners approving the changes and be properly recorded in the Office of the Register of Deeds, Rockingham County, North Carolina.
- g) *Enforcement:* The Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to comply with any of the terms of this Declaration or future restrictions adopted shall be grounds for relief, including, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure, lien, or any combination thereof.

If it is determined, an Owner or the Owner's agent is responsible for causing damage to any property or Lot, the injured party shall be entitled to recover the costs of the proceeding, interest, late fees, and such reasonable attorneys' fees as may be determined by Court.

- e) *Not a Waiver:* The failure of Declarant to enforce any right, provision, covenant or condition which may be granted by this Declaration or the other above mentioned documents shall not constitute a waiver of the right of Declarant to thereafter enforce such right, provision, covenant or condition in the future.
- f) *Remedies:* All rights, remedies, and privileges granted, pursuant to any terms, provisions, covenants or conditions of the Declaration or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.
- g) *Severability.* Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
- h) Declarant shall be Haynes Meadow, LLC, its Successors or Assigns. Declarant may expressly convey or assign any or all of its Declarant rights to any Successor or Assigns.

*signature page follows*

IN WITNESS WHEREOF the Declarant has caused this Declaration to be executed on this the 4 day of June, 2022.

Haynes Meadow L.L.C.

By: Mayra Ben  
Member / Manger

STATE OF NORTH CAROLINA

GUILFORD COUNTY

I, ROBERT D. CALFO, a Notary Public of the County, State and Country aforesaid, certify that MARJOLIE TEMPLE BENBOW DECLARANT, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 4 day of JUNE, 2022.

My Commission Expires:  
APRIL 27, 2024 ✓

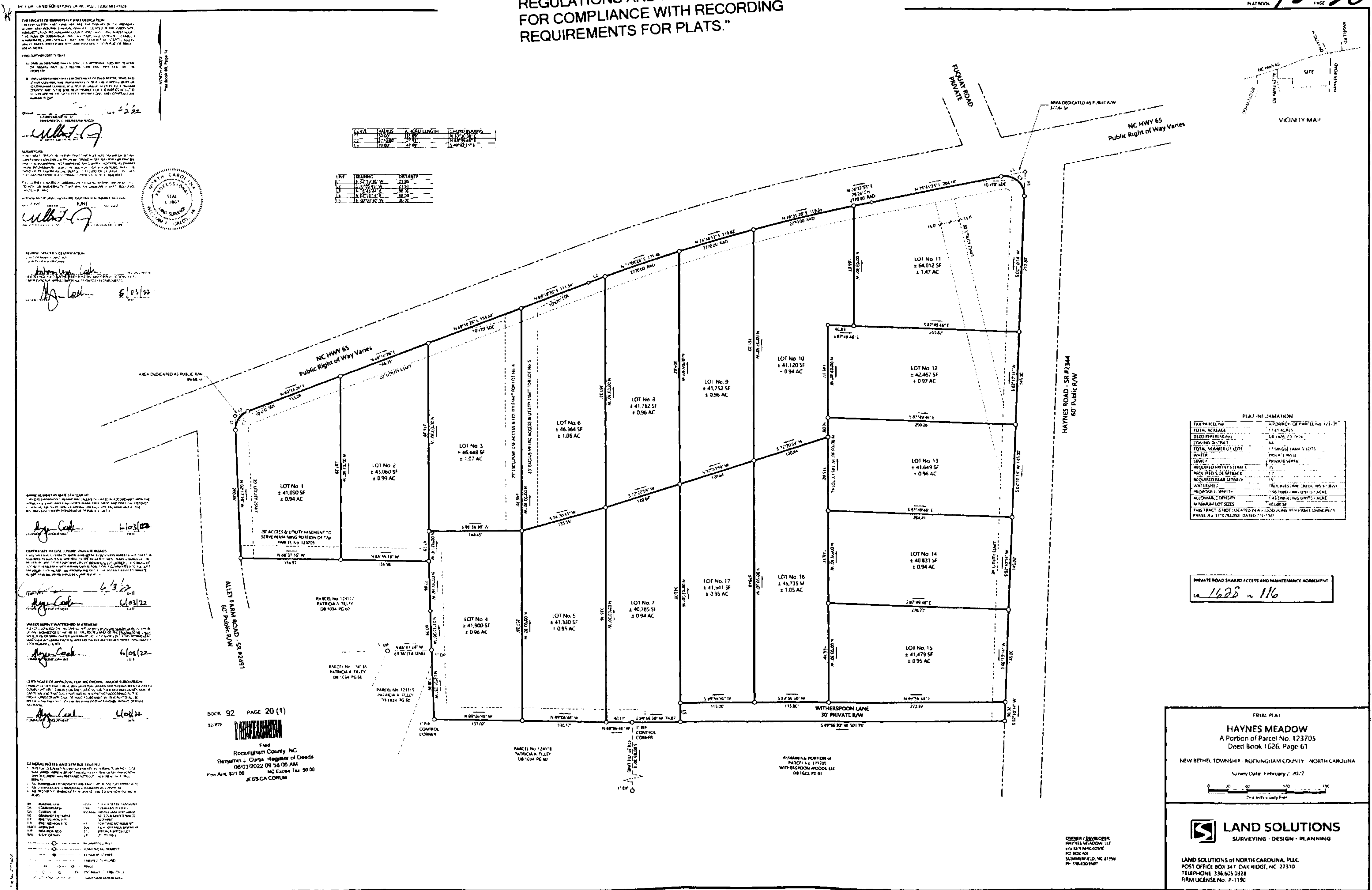
ROBERT D CALFO  
NOTARY PUBLIC  
GUILFORD COUNTY, NC

Notary Public  
✓



PLATBOOK 92 PAGE 20

"THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS."

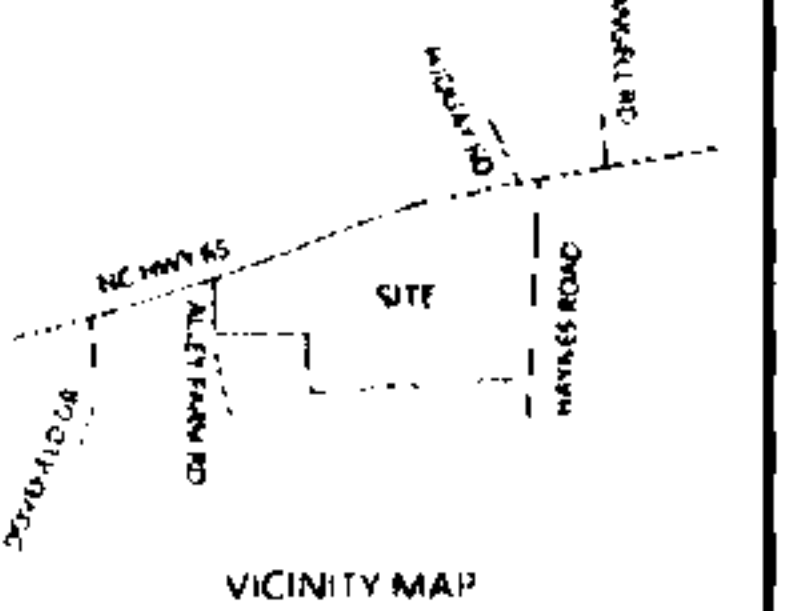


**CERTIFICATE OF INSTRUMENT PREPARATION**  
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of North Carolina, do hereby certify that the foregoing is a true and correct copy of the original instrument as recorded in my office on this 6th day of April, 2012.

*Albert G. [Signature]*  
 Surveyor



AREA	AREA	LENGTH	AREA
1	10.25	100.00	1025.00
2	10.25	100.00	1025.00
3	10.25	100.00	1025.00
4	10.25	100.00	1025.00



PLAT NO. 1628-116

TAX PARCEL NO.	TOTAL ACRES
1	17.41
2	17.41
3	17.41
4	17.41
5	17.41
6	17.41
7	17.41
8	17.41
9	17.41
10	17.41
11	17.41
12	17.41
13	17.41
14	17.41
15	17.41
16	17.41
17	17.41

PRIVATE ROAD SHARED ACCESS AND MAINTENANCE AGREEMENT  
 1628-116

**SUPPLEMENTAL STATEMENT**  
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of North Carolina, do hereby certify that the foregoing is a true and correct copy of the original instrument as recorded in my office on this 6th day of April, 2012.

*Albert G. [Signature]*  
 Surveyor

*Albert G. [Signature]*  
 6/3/12

*Albert G. [Signature]*  
 6/06/12

*Albert G. [Signature]*  
 6/06/12

BOOK 92 PAGE 20 (1)  
 Benjamin J. Curran, Register of Deeds  
 08/03/2012 09:58:00 AM  
 08/03/2012 09:58:00 AM  
 NC Escape Tax: \$0.00  
 JESSICA CORNUM

FINAL PLAT  
**HAYNES MEADOW**  
 A Portion of Parcel No. 123705  
 Deed Book 1628, Page 61  
 NEW RUTHEL TOWNSHIP - ROCKINGHAM COUNTY - NORTH CAROLINA  
 Survey Date: February 2, 2012



LAND SOLUTIONS of NORTH CAROLINA, PLLC  
 POST OFFICE BOX 347, OAK RIDGE, NC 27310  
 TELEPHONE 336.805.0328  
 FIRM LICENSE NO. P-1190

OWNER / DEVELOPER  
 HAYNES MEADOW LLC  
 400 S. HAYNES DRIVE  
 SCHMIDT, NC 27159  
 PH: 703.430.9007