

NORTH CAROLINA

NORTHAMPTON COUNTY

**DECLARATION OF RESTRICTIVE COVENANTS FOR DEERFIELD SUBDIVISION
PROPERTY SUBJECT TO THESE RESTRICTIVE COVENANTS**

These covenants and restrictions shall apply and pertain to a portion of that parcel of land acquired by ^vRightmyer Machine Rentals, Inc. by deed recorded in Book 779, page 414, Northampton Public Registry, which is shown and designated as Lots Nos. 2 through 49 on those certain plats showing Phases 1 and 2 of Deerfield Subdivision, which were made by Burr & Associates, P.A. and recorded in Map Book 34, pages 198, 198A and 199, Northampton Public Registry.

BUILDING AND USE LIMITATIONS

These restrictions and covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2030, at which time said restrictions and covenants will be automatically extended for successive periods of ten years, unless by the written consent of the then owners of more than 80% of the lots covered by these restrictions, it is agreed to change said restrictions in whole or in part.

1. All lots subject to these covenants shall be used for residential purposes only. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and attached or detached garage or workshop, if built of material comparable to the dwelling. Notwithstanding the foregoing, the developer expressly reserves the right pursuant to paragraph 14. herein to convert use of any residential lots to access for any additional development or developments. It is noted that lots nos. 1 and 50 as shown on the above-referenced plats are reserved by the developer from these covenants and may or may not be made subject to these covenants at a later time entirely within the discretion of the developer and its successors and assigns.

2. No building shall be located on a lot nearer than twenty-five (25) feet to the road front property lines, twenty-five (25) feet to the rear property lines, ten (10) feet to interior

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side property lines and twenty-five (25) feet to side street property lines.

3. All residential buildings, including double-wide mobile homes or modular homes, shall have at least 850 square feet of floor area for the first floor, exclusive of porches, patios, basements and garages.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot, at any time, as a residence, either temporarily or permanently. No single-wide mobile homes shall be installed. Double-wide mobile homes (inspected under HUD guidelines) and modular homes (inspected under state building code guidelines) with residential type appearance and less than five years old may be installed, but they must include shingle roof and wood or vinyl siding on a permanent foundation with exterior curtain wall of brick masonry, comparable to stick-built dwellings. Variances in manufactured housing may be obtained in the sole discretion of the developer in writing prior to installation. No camping shall be permitted on any lot.

5. Cinder or concrete blocks, asphalt shingles, tar paper or metal shall be prohibited as a major exterior building material. However, asphalt roofing shingles may be used for a roof.

6. The exterior of all residential buildings must be completed within six months after construction begins or the owner must obtain written approval for delays from the lot owners of the subdivision.

7. No lot shall be used or maintained as a dumping ground for rubbish.

8. The collection or accumulation of garbage, rubbish or lot cleaning debris must be immediately removed from the premises. All property shall be kept in an orderly and sanitary condition at all times.

9. No lot or group of lots may be re-subdivided as to produce a greater number of lots.

10. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

11. No animals or fowl shall be raised, bred or kept on any lot. Providing, however, that dogs, cats, or any other traditional household pets may be kept upon condition that they are not kept, bred or maintained for any commercial purpose.

12. No outside toilet or privy shall be constructed or used on any lot.

13. No abandoned, junked or disabled cars or other vehicles are to be stored or parked on any lot.

14. Notwithstanding any provision of this Declaration, no lot may be used or dedicated for access between real property outside the subdivision and subdivision roads except by the developer in its sole discretion.

15. Driveway culverts shall be minimum 15-inch diameter reinforced concrete pipe and shall be installed to line and grade as required by the North Carolina Department of Transportation.

EASEMENTS

The following portions of Lots Nos. 2 through 49, inclusive, of Deerfield Subdivision, Phases 1 and 2, shall be subject to the following easements or rights of way:

1. A strip or parcel of land ten feet in width extending along the entire road front property line and the rear of each lot in Deerfield Subdivision shall be subject to a perpetual easement and right of way for construction, alteration, repairs and maintenance of public utility lines.

2. Each lot shall be subject to an easement five feet in width extending in length along the entire side lines running away from the road front property line of a lot for construction, alteration, repairs and maintenance of public utility lines. However, where more than one lot is used as a single building lot, said easement shall apply to the side lines of the lot used as a building site.

3. A strip or parcel of land not exceeding eight feet in width extending in length along the entire road front property line of each lot shall be subject to a right of way for cleaning and maintaining of ditches and shoulders.

4. All lots shall be subject to an easement or right of way for the natural drainage and flow of water in their present conditions; provided, however, that an owner of a lot may change the drainage of flow so long as he does not cause the same to be thrown on an adjacent lot.

5. The property lying within the existing 50-foot wide right of way is subject to any existing rights of way over the same. There is reserved in Deerfield Subdivision the right and privilege to maintain said roads and, without consent, to grant to the Department of Transportation of the State of North Carolina, its successors or other appropriate public agency the perpetual rights, privilege and easement to maintain the roads in Deerfield Subdivision.

GENERAL PROVISIONS

1. Notwithstanding any other provision of the Declaration, by unanimous consent of all then record owners in Deerfield Subdivision evidenced by an agreement executed by all of said then record owners recorded in the Northampton County Registry, these covenants and restrictions may be changed, repealed or modified at any time, except those right of way easements of any public utility companies and any body or agency maintaining the roads in said subdivision may be changed only with consent of said company, companies, body or agency.

2. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity. Such enforcement against any person, firm or corporation violating or attempting to violate any covenant or restriction can be to either restrain violation or to recover damages. Failure of the Developer, its successors or assigns, to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

3. Invalidation of any one of these covenants, restrictions or conditions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

4. The undersigned developer of this subdivision may transfer its rights in the subdivision as the developer to another person or entity by written instrument duly recorded in

the Northampton Public Registry.

IN TESTIMONY WHEREOF, the developer has caused this instrument to be executed in its corporate name by its duly authorized officer by authority of its Board of Directors, this the 25th day of February, 2002.

RIGHTMYER MACHINE RENTALS, INC.

by John M. Rightmyer
President

NORTH CAROLINA

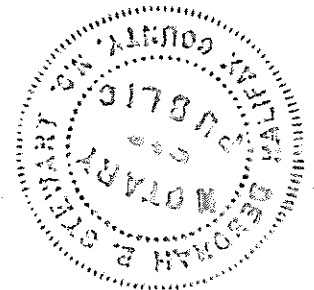
COUNTY OF HALIFAX

I, DEBORAH B STEWART Notary Public of the aforesaid County and State, do hereby certify that John M. Rightmyer personally came before me this day and acknowledged that he is President of Rightmyer Machine Rentals, Inc., a North Carolina corporation, and that he, as President, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official stamp or seal, this 25th day of February, 2002.

Deborah B Stewart
Notary Public

My commission expires: 12-19-2004



STATE OF NORTH CAROLINA
NORTHAMPTON COUNTY

The foregoing certificate of DEBORAH B. STEWART, a Notary Public of HALIFAX COUNTY, N.C., is certified to be correct.

Recorded at 9:51 A.M., February 26, 2002, in Book 797, Page 497.

PAULINE E. DELOATCH
REGISTER OF DEEDS

BY: Pauline E. Deloatch
Register of Deeds