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 BRITTANY P. PRATT

State of North Carolina

Declaration of Covenants, Conditions and
 Restrictions for Lots 39, 40, 41, 42, 43, 44, 45, 46, 47,
 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59,
 Phase Two, Knight Farm Subdivision

County of Rockingham

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is
 entered into this 30th day of May, 2024, by B & S Development, Inc., (hereinafter
 "Declarant") and all parties hereafter acquiring any of the described property.

WITNESSETH:

Whereas, Declarant is the owner of certain lots within a subdivision in the County of
 Rockingham, State of North Carolina, known as Knight Farm, Phase Two, as recorded in Plat
 Book 98, page 70, Rockingham County Registry; and

Whereas, it is in the best interest of the Declarant and to the benefit, interest, and
 advantage of every party hereafter acquiring any of the described property that certain covenants,
 conditions, easements, assessments, liens and restrictions governing and regulating the use and
 occupancy of the property be established; and

Whereas, Declarant desires to provide for the preservation of the values and amenities
 and the desirability and attractiveness of said property.

NOW THEREFORE, in consideration of the premises, the Declarant agrees with all
 parties hereafter acquiring any of the property hereinafter described, that said property shall be
 and hereby is impressed with and subject to the following restrictions, covenants, conditions,
 easements, assessments and liens relating to the use and occupancy thereof, which shall be
 construed as covenants running with the land which shall be binding on all parties acquiring any
 right, title or interest in any of the properties and which shall inure to the benefit of each owner
 thereof.

✓ Drawn by and Return to Kenneth D. Knight, Attorney, 405 W. Decatur St., Madison, NC

1. PROPERTY SUBJECT TO THIS DECLARATION. The properties which shall be held, transferred, sold, conveyed and occupied subject to this Declaration are located in the County of Rockingham, State of North Carolina, and are more particularly described as being all of Lots 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, Phase Two, Knight Farm Subdivision as recorded in Plat Book 98, at Page 70, Rockingham County Registry.

2. LAND USE AND BUILDING TYPE. No lot shall be used except for single-family residential, street or park purposes. No building or other structure 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 (excluding any basement), a private garage for not more than three cars and one accessory building which is incidental to the residential use of the lot. Notwithstanding the foregoing, Declarant shall have the right to maintain (i) one or more sales offices and one or more model homes in dwellings located on lots owned or leased by Declarant for the promotion and sales of Lots and dwellings within the properties, and (ii) one or more temporary trailers and other temporary structures on any lot owned by the Declarant to facilitate the construction of improvements within the properties.

3. HOME-BASED OCCUPATIONS. Notwithstanding the single family residential lot restriction herein-above to the contrary, there shall be no prohibition on home-based occupations, businesses conducted by telecommunications and/or internet, or home offices so long as such related activities are carried on by the lot owner solely without additional on-site employees; without increased traffic to the residence for business purposes; without inventory storage; and without business signage.

4. DWELLING SPECIFICATIONS. No dwelling shall be erected or allowed to remain on a lot if the main structure, exclusive of open porches, decks and garages, shall be less than One Thousand Three Hundred (1,300) square feet of heated floor area.

5. BUILDING SETBACKS. No building shall be located on any lot nearer to the front or rear lot line, or to any side street or lot line, than shall be permitted under applicable local ordinances in effect at the time such building is to be constructed or as permitted by the County of Rockingham or other appropriate local governmental authority pursuant to a variance of such ordinances.

6. UTILITY AND DRAINAGE EASEMENTS. Easements for installation and maintenance of utilities (including cable television service) and drainage facilities are reserved as indicated on the recorded plat. In addition, Declarant reserves, for itself, additional easements and rights-of-way for the installation and maintenance of utilities (including cable television service) and drainage facilities over the rear ten (10) feet of any lot and over each side five (5) feet of any lot. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established for the benefit of the appropriate governmental entity (and any

other person or firm providing services to the properties under agreement with or at the direction of the Declarant) over all lots as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water, septic and drainage facilities and for the fighting of fires and collection of garbage. The Declarant shall have the power and the authority to grant and establish upon, over and across the lots such additional easements as are necessary or desirable for the providing of service or utilities to the lots.

7. SIGN EASEMENTS. Declarant hereby reserves unto itself and grants, gives and conveys a perpetual, non-exclusive easement over the portions of lots designated as "sign easements" on the plats of the properties, now or hereafter recorded, to place, maintain, repair and replace subdivision signs and the lighting. As to the easements reserved and granted above with respect to those portions of lots designated "sign easement", Declarant hereby reserves unto itself and gives, grants and conveys the right of ingress, egress and regress over other portions of such lots as shall be reasonably necessary to effectuate the purposes stated above. The easements hereby granted shall run with the land in perpetuity and be binding upon and inure to the benefit of all persons and entities now owning or subsequently acquiring all or a part of the property. In addition, Declarant, for so long as Declarant owns any lot shown on the Master Plan as that plan is from time to time amended and approved, shall have the right to erect and maintain within the subdivision signs advertising and promoting the sale of lots and dwellings within the properties.

8. EASEMENT RESERVED BY DECLARANT. Declarant hereby reserves such easements on, across and over the subdivision as shall be reasonably necessary for (i) the exercise by Declarant of any right herein reserved, including, without limitation, Declarant's right, should Declarant elect to annex any additional property, and (ii) the development by Declarant, its successors or assigns, of any additional property, including, without limitation, easements for ingress, egress and regress over private roads and streets now or hereafter erected on the properties and easements for the use of utility lines, fixtures and/or their connections located within the subdivision for the purpose of providing water, light, power, telephone, septic and sanitary service to any additional property; provided, however, no such activities shall interfere with any permanent improvement constructed on the properties.

9. ADDITIONAL DRAINAGE EASEMENTS. In order to implement effective and adequate erosion control, the Declarant shall have the right to enter upon any portion of the properties before and after improvements have been constructed thereon for the purpose of performing any grading or constructing and maintaining erosion prevention devices; provided, however, no such activities shall interfere with any permanent improvements constructed on the properties.

10. ENCROACHMENTS. In the event that any improvements on a lot shall encroach upon any other lot as a result of the initial improvements constructed by Declarant or for any reason not caused by the purposeful or negligent act of the Owner or agents of such Owner, then an easement appurtenant to such lot shall exist for the continuance of such encroachment upon the other lot for so long as such encroachment shall naturally exist.

11. LANDSCAPING AND YARD MAINTENANCE. The landscaping on all lots shall be maintained in a neat, attractive condition at all times with grass mowed, landscape bushes trimmed and weeds removed on a regular basis. Lawns must be mowed to ensure that the height of the grass does not exceed eight (8) inches. Plantings shall not interfere with drainage and utility easements and any plantings therein is subject to damage or removal without recourse.

12. WATER SUPPLY. Phase Two of this subdivision will be provided water services by a private utility service. No private wells are allowed within the subdivision without the approval of the Declarant. A monthly fee will be charged for water service to each lot in the subdivision based on consumption and rates established by the North Carolina Utility Commission. The well lot as shown on any recorded plat of the subdivision shall be maintained solely by the entity providing water utility services to the subdivision.

13. NUISANCE. No noxious or offensive activity shall be conducted within the subdivision nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood. Examples of such offensive activities shall include, but not be limited to, the origination or emission of any loud or disturbing noise or vibrations, the maintenance of an auto repair site, the maintenance of unsightly outdoor storage of personal property (including toys, motorcycles or other motor vehicles, tricycles, bicycles, wood piles or other miscellaneous items) on porches, patios, terraces or yards, or similar unsightly activity not in keeping with the aesthetic character and high level of appearance of the community.

14. SIGNS. No sign shall be placed or allowed to remain on any lot except for one "For Sale" sign, or one other temporary sign to advertise a yard sale or other temporary activity on the lot and such other temporary sign shall not be permitted to remain on any lot for more than SEVENTY-TWO (72) consecutive hours. No sign deemed by the Declarant to be a nuisance or a detriment to the properties shall be permitted to be erected or to remain on any lot. Notwithstanding the foregoing, during Declarant's development period, Declarant and any affiliate shall have the right to erect and maintain signs on any lot owned or leased by Declarant or such affiliate for the purpose of advertising and promoting the sale of such lots. Notwithstanding anything to the contrary contained herein, nothing contained in this section shall prohibit the display of "political signs" as defined by North Carolina General Statutes Section 47F-3-121.

15. OUTSIDE ANTENNAS. Except for "dish" antennas designed to receive direct broadcast satellite service, including direct-to-home satellite service, one meter (39") or less in diameter, antennas designed to receive video programming services via MMDS (wireless cable) and antennas designed to receive television broadcast signals, no outside antennas or satellite dishes and no free standing transmission or receiving towers shall be erected on any lot within the properties without the prior written permission of the Declarant. Except as otherwise reasonably required in order to receive the intended signal, any antenna or satellite dish erected on any lot within the properties shall be affixed to the dwelling, shall be a color which blends with its surroundings, shall have a mast only as high as reasonably necessary to receive the intended signal and shall not be visible from front street.

16. RESUBDIVISION OF LOT, STREETS, FENCES AND WALLS. Except with the express written consent of Declarant, no lot shall be re-subdivided into a lot smaller than or different from the lot shown on the recorded plat and no street shall be laid out or opened across or through any lot. Except for fences erected by Declarant, no fence, wall or other enclosure shall be erected or allowed to remain on any lot unless the height, materials and location of the same have been approved by the Declarant. No fence on any lot shall be permitted to extend nearer to any front street than the front building line of the residence located on that lot. The finished side of all fences shall face towards adjoining streets and lots and only those portions of the fence posts above the fence wall shall be visible from any street or adjoining lot.

17. STORAGE BUILDINGS, MOBILE HOMES, MANUFACTURED HOMES, TEMPORARY STRUCTURES, ETC. No mobile home, manufactured home, modular home or other like structure shall be located on any lot. No structure of a temporary character, recreational or other vehicle, trailer, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently. Notwithstanding anything herein to the contrary, Declarant, its agents, employees and contractors, may maintain trailers and other temporary structures to facilitate the construction of improvements within the subdivision.

18. ANIMALS. No animals, livestock or poultry of any kind shall be raised or kept on any lot, except that dogs, cats, other household pets, or laying hens may be kept on lots provided that said animals are kept in compliance with applicable local ordinances and are not kept for commercial purposes and further provided that they are kept and maintained in compliance with (i) all laws and ordinances of the State of North Carolina and Rockingham County relating thereto; and (ii) such rules and regulations pertaining thereto as the Declarant may adopt from time to time. Each Owner owning or having possession, charge, care, custody or control of any dog shall keep such dog exclusively upon such owner's lot; provided, however, that such dog may be off the lot if it is under the control of a competent person and restrained by a chain, leash or other means of adequate physical control. Each owner will be responsible for clean up of any and all waste deposited by such animal within the subdivision.

10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be stored in sanitary containers in accordance with the rules and regulations of any health or public safety authority having jurisdiction over the property. All incinerators or other equipment shall be kept in clean and sanitary condition. No trash, garbage or other waste may be placed within the subdivision, except in containers approved by the Declarant. All garbage cans and disposal containers shall be stored behind the front building line of the principal dwelling.

20. WAIVER OF MINOR VIOLATIONS. The Declarant shall have the right to waive minor violations of, and allow minor variances from the restrictions contained herein, where the same resulted unintentionally or without gross carelessness on the part of any owner (including, without limitation, Declarant) and/or is not materially harmful to the lots in the

subdivision. Any such waiver granted shall be in writing, and any matter so waived shall no longer be deemed a violation of these covenants.

21. 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 shall be parked on any street within the properties for a period in excess of 24 hours. No boats, trailers, vans (except for vehicle mini-vans), recreational vehicles, campers or other like vehicles or equipment shall be parked or stored in any area on a lot except behind the front building line of the principal dwelling.

22. SALES AND MARKETING. No activities will be engaged in by any owner and no sign shall be erected or displayed within the properties that would negatively impact the sales and marketing of properties by the Declarant.

23. SEASONAL DECORATIONS. Temporary seasonal exterior decorations shall not require the prior approval of the Declarant, but if any such decorations are determined, in the sole discretion of the Declarant, to be distasteful or otherwise disruptive of the aesthetics or visual harmony of the community, the Declarant may require that such decorations promptly and permanently be removed. In the event that an owner neglects or fails to remove any such decorations at the request of the Declarant, the Declarant may provide such removal. In order to enable the Declarant to accomplish the foregoing, there is hereby reserved to the Declarant the right to unobstructed access over and upon each lot at all reasonable times for such purpose and the cost of such removal shall be charged to the lot owner and become a lien to which such lot is subject. In no event shall seasonal decorations remain upon a lot more than two (2) weeks following the holiday or event with which such decorations are associated.

24. VICIOUS PETS. The Declarant shall have the authority (but no obligation) to promulgate rules to prohibit within the subdivision any pet deemed by the Declarant to be vicious or to pose any unreasonable risk to the residents of Knight Farm. Notwithstanding anything herein to the contrary, the Declarant shall not be liable for any personal injury, death or property damage caused by any pet within the subdivision if the Declarant elects not to promulgate such rules or if the Declarant fails to enforce such rules and each lot owner hereby releases the Declarant from all liability arising therefrom.

25. MODIFICATION AND AMENDMENT. Any restriction, covenant, and/or condition herein set forth may be removed, modified, or changed by securing the written consent of the Declarant or the Rockingham County Board of Commissioners, which written consent shall be duly executed, acknowledged and recorded in the office of the Register of Deeds of Rockingham County, North Carolina, and which written consent may be given or withheld within the uncontrolled and sole discretion of the Declarant.

26. ASSIGNMENT OF DECLARANT'S INTEREST. Declarant may assign its interests, authority, rights and remedies to its successors and/or assigns, by written document duly executed, acknowledged and recorded in the office of the Register of Deeds of Rockingham County.

27. TERM. 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 (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless instruments signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in part.

28. ENFORCEMENT. The owners of each lot shall be governed by and shall comply with the provisions of this Declaration. Enforcement shall be by 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, including reasonable attorneys' fees expended in connection with any suit filed. Enforcement actions may be instituted by the Declarant or by any subdivision lot owner, whether or not such lot owner is aggrieved directly or indirectly.

29. INVALIDATION. The lawful invalidation of any of the individual covenants, conditions and restrictions contained herein shall not invalidate any other remaining covenants, conditions and restrictions.

IN TESTIMONY WHEREOF, the Declarant has executed this Declaration of Covenants, Conditions and Restriction for Knight Farm Subdivision, Phase Two, as of the day and year first above written.

B & S DEVELOPMENT, INC.

By: _____


Steve Aheron, President

**STATE OF NORTH CAROLINA
ROCKINGHAM COUNTY**

I, Susan M. McGee, a Notary Public of the County and State aforesaid, certify that **Steve Aheron, President of B & S Development, Inc.**, personally came before me this day and acknowledged the due execution of the foregoing instrument on behalf and as a duly authorized act of the corporation.

WITNESS my hand and official stamp or seal, this 30th day of May, 2024.



Susan M McGee
Notary Public

Printed Name of Notary Public: Susan M. McGee

My Commission Expires: November 28, 2024