

BK 1629 PG 2176 - 2184 (9)

DOC# 628918

This Document eRecorded:

06/30/2022 02:30:25 PM

Fee: \$26.00

Tax: \$0.00

Rockingham County, North Carolina

Benjamin J. Curtis, Register of Deeds

Recorded By: MITZI M. EVANS

Prepared by and Mail To: CF Farm, LLC 3714 Alliance Drive, Suite300, Greensboro, NC 27407

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COBB FARM SUBDIVISION PHASE 1

THIS DECLARATION REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS

THIS DECLARATION CONTAINS LIMITATIONS ON THE ABILITY OF A REGISTERED SEX OFFENDER TO OWN OR LEASE PROPERTY WITHIN THE SUBDIVISION

THIS DECLARATION PROHIBITS A LOT FROM BEING USED AS A HALFWAY HOUSE, REHABILITATION CENTER, OR SHELTER

EXCEPTION: PRE-EXISTING STRUCTURES(S) / BUILDING(S) ON LOT #4 SHALL BE EXCLUDED FROM PROVISIONS SET FORTH IN ARTICLE IV SECTION 1. ALL FUTURE STRUCTURE(S) / BUILDING(S) ON LOT #4 MUST BE IN COMPLIANCE WITH ALL PROVISIONS OF ARTICLE IV.

THIS DECLARATION, made and entered into this 10th day of June, 2022, by CF Farm, LLC. a North Carolina Limited Liability Corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract or parcel of land more particularly described as the Cobb Farm Subdivision Phase 1, as the same are shown on map and survey recorded in **Book 91, Page 45**, of the Rockingham County Registry.

submitted electronically by "Donato Law, PC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Rockingham County Register of Deeds.

WHEREAS, it is the intent of the Declarant hereby to cause the above referenced property to be subjected to this Declaration of Covenants, Conditions and Restrictions (hereinafter, the "Declaration").

NOW, THEREFORE, Declarant does hereby declare that all of the properties referred to above, and any future properties annexed to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, for the term of these covenants as set forth below, and shall inure to the benefit of each holder thereof.

ARTICLE I PROPERTY RIGHTS

SECTION 1. OWNERS EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

SECTION 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment of the facilities to the members of his family, tenants, or guests.

SECTION 3. LEASES OF LOTS. Any lease for any lot shall be for a minimum term of twelve (12) months and shall make it a condition of the lease that the lessees are bound and subject to this Declaration and the Rules and Regulations of the Subdivision. In addition, any lease shall provide that Lessees failure to abide by the Declaration and Rules and Regulations of the Subdivision shall be grounds for termination of the lease. Any lease must be for full possession of the Lot; no partial leases for individual rooms are allowed.

ARTICLE II ARCHITECTURAL CONTROL

SECTION 1. ARCHITECTURAL CONTROL. The Declarant shall maintain the right of plan and finish approval and maintain Architectural Control Approval for the purpose of receiving and reviewing applications submitted for improvements to property within the Subdivision. Declarant has power for approval of all Architectural Review decisions. All decisions of the Declarant are final and not reviewable or reversible.

SECTION 2. IMPROVEMENTS. No residence, building, fence, swimming pool, wall or other structure or planting, landscaping, or grading shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein, be made until the building plans, specifications and plot plan

showing the nature, kind, shape, height, materials, exterior colors and location of the same shall have been submitted to and approved in writing as to conformity and harmony of external design and location in relation to surrounding structures and topography.

SECTION 3. PROCEDURES. Any person desiring to make an improvement, alteration or change described in Section 2 of this Article shall submit the plans and specifications therefore, showing the nature, kind, shape, height, materials and location of the same, to the Declarant which shall evaluate such plans and specifications in light of the purpose of this Article.

In the event of any question concerning the interpretation of Architectural Control provisions in this Declaration, the interpretation of the Declarant shall be conclusive and binding on all parties.

ARTICLE III EXTERIOR MAINTENANCE

Each owner shall keep the building site free from tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance throughout the Subdivision. In the event an owner does not properly maintain a Lot as above-provided the Declarant, at its option, shall have the site cleaned to a reasonable standard. The costs incurred in the clean up effort, plus a twenty-percent (20%) surcharge, shall be the responsibility of the lot owner and shall be a Specific Assessment against the Lot. Each Owner shall be responsible for the exterior maintenance of his or her dwelling and Lot.

ARTICLE IV RESTRICTIONS

SECTION 1. LAND USE AND BUILDING TYPE. No Lot shall be used except for single family residential purposes. No Lot shall be used for commercial or business purposes except for temporary uses thereof by Declarant for Declarant's sales office and/or model. Notwithstanding, an Owner may work from home in a limited capacity that does not create the outward appearance of a business or create increased traffic, noise, vibration, outside storage, or other similar outward conditions that make apparent the existence of commercial or business activities.

No structures shall be erected or allowed to remain on any Lot except one detached single-family dwelling not exceeding two and a half (3) stories in height, and a private garage for not more than four (4) cars, the architecture and design of which is compatible with the architecture and design of the dwelling located on such Lot which has been approved by the Declarant or which Declarant, in its sole discretion, determines to be acceptable architecture and design.

No accessory building or structure for storage or other appropriate use shall be placed on any lot without the prior written approval of the Declarant. The location and size of the building or structure must also be approved by the Declarant. All accessory

buildings must conform to the same architectural style as the residence located on the same lot or which Declarant, in its sole discretion, determines to be acceptable architecture and design. A detached garage may be erected on said property with approval from the Declarant. Said detached garage must match the single-family dwelling in quality and appearance and must abide by all Rockingham County ordinances and pass Rockingham County inspections. Garages and Carports may not open to the front of the house without prior written approval of the Declarant.

No building shall be located on any lot nearer to the front line than thirty-five (35) feet or nearer to the rear line than thirty (30) feet, or nearer to the side street than thirty-five (35) feet in the case of a corner lot. No building or garage shall be located nearer than ten (10) feet from an interior lot line, and no other permitted accessory building shall be located nearer than ten (10) feet to an interior lot line, nor nearer than fifteen (15) feet from the rear lot line. For purposes of this covenant, eaves, steps, chimneys and stoops shall not be considered part of a building; however, decks may be located five (5) feet beyond the rear setback line as provided herein. No portion of any building shall be permitted to encroach upon another lot. Declarant reserves the right to waive in writing any minor violation of this Article.

No fence, wall, hedge or mass planting shall be permitted beyond the line extending from the front of the house to either side lot line, except upon approval by the Declarant. No fence or fencing-type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the community, including any lot, without the prior written consent of the Declarant. The Declarant may issue guidelines detailing acceptable fence styles, colors or specifications.

SECTION 2. SINGLE FAMILY USE RESTRICTION. No lot within the Subdivision shall be used as a halfway house, juvenile home, detention center, detention home, temporary shelter, long-term shelter, institution, treatment facility or rehabilitation center of any kind.

No lot within the Subdivision shall be used to house persons addicted to or recuperating from the effects of or addiction to drugs or alcohol or persons adjusting to non-prison life, including but not limited to pre-release, work release, probationary programs or juvenile detention centers.

This Section is intended to prevent the use of property within the Subdivision for, by way of illustration and not limitation, protection, detention, or rehabilitation of drug addicts, criminals, juveniles, homeless persons or other similarly situated persons. It is not the intent of this provision to prevent the owners of the lots, their spouses, children, or relatives from undergoing medical or therapeutic rehabilitation or treatment at home.

Notwithstanding anything herein to the contrary, neither the Declarant or Owners within the Subdivision shall be liable for any personal injury, death or property damage caused by any violation of this Section within the Properties for failure to enforce these covenants and each owner within the Subdivision hereby releases the

Declarant and Owners within the Subdivision from all liability arising therefrom.

SECTION 3. PROHIBITION AGAINST REGISTERED SEX OFFENDERS AS OWNERS OR RENTERS/LESSEES. No person listed as a registered sex offender, or who is required to register as a sex offender, within the state of North Carolina pursuant to North Carolina Statutes may own title to any property within the Subdivision. In addition, no owner may rent to an individual who is a registered sex offender or who is required to register as a sex offender under North Carolina General Statutes.

Notwithstanding anything herein to the contrary, neither the Declarant or Owners within the Subdivision shall be liable for any personal injury, death or property damage caused by any violation of this Section within the Properties for failure to enforce these covenants and each owner within the Subdivision hereby releases the Declarant and Owners within the Subdivision from all liability arising therefrom.

SECTION 4. NUISANCE. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance, embarrassment, or nuisance to the neighborhood including, without limitation, the storing or parking of inoperative motor vehicles or the maintenance of or repair to motor vehicles except within completely enclosed garages constructed in conformity with these covenants and applicable laws and ordinances.

SECTION 5. TEMPORARY STRUCTURES. Except as herein set forth, no trailer, tent, shack, barn or other outbuilding, except a private garage for not more than four (4) cars, shall be erected or placed on any lot covered by this Declaration without approval of the Declarant. Except with the prior written consent of the Declarant, no detached garage shall at any time be used for human habitation, either temporarily or permanently.

SECTION 6. ANIMALS. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and further provided that they are kept and maintained in compliance with all laws and ordinances of the State of North Carolina, Rockingham County relating thereto.

SECTION 7. OUTSIDE ANTENNAS. The Owners may provide cablevision or central television antennas provided that the cost shall be borne by those who subscribe to the service and shall not be included in an annual or special assessment.

No Video Antenna/Video Satellite Dish larger than one (1) meter in diameter shall be allowed on any Lot. No Video Antenna/Video Satellite Dish may be erected within ten (10) feet of electric power lines. Every Video Antenna/Video Satellite Dish must be properly grounded and secured. These are safety requirements established to protect against contact between any Video Antenna/Video Satellite Dish and electric power lines, and for the safety of persons coming in contact with the Video

Antenna/Video Satellite Dish.

If any Video Antenna/Video Satellite Dish cannot receive an acceptable signal from the rear of the Lot, it may be located on the side of the Lot (not connected to any building surface). The Owner must cause the Video Antenna/Video Satellite Dish to be reasonably screened from view of the adjacent streets and Lots. If the Video Antenna/Video Satellite Dish must be connected to any building surface to receive an acceptable quality programming signal, the Owner must paint the Video Antenna/Video Satellite Dish to reasonably match the background against which it is mounted. Any screening must be approved by the Declarant.

SECTION 8. PARKING AND STORAGE OF PERSONAL PROPERTY.

Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles on the streets of the Subdivision.

Owners of lots shall be permitted to park boats, trailers, campers, commercial vehicles, other similar property on their lots in the Subdivision providing that such property shall be located behind the garage door located furthest from front property line and shielded from neighbors view with approved screening materials approved by Declarant. All such property shall also have current tags and licenses and not be in a state of repair that negatively affects property values of Subdivision. In the event of any question concerning the interpretation of Parking and Storage of Personal Property provisions in this Declaration, the interpretation of the Declarant shall be conclusive and binding on all parties. Declarant shall have sole authority to approve appropriate screening for personal property stored on Lots within the Subdivision.

SECTION 9. HOLIDAY DECORATIONS. All holiday decorations shall be put up no sooner than thirty (30) days prior to the holiday and must be taken down within fifteen (15) days after the holiday. Notwithstanding, holiday lights and decorations celebrating the winter holidays in December and January may be put up forty-five (45) days prior to the holiday and must be taken down within fifteen (15) days after the holiday.

SECTION 10. SIGNS. Political signs are prohibited from being displayed earlier than forty-five (45) days before the day of an election and later than seven (7) days after an election, and are limited to one (1) sign with a maximum size of twenty-four (24) inches by twenty-four (24) inches. For the purposes of this section, "political sign" means a sign that attempts to influence the outcome of an election, including supporting or opposing an issue on the election ballot.

No sign(s) may be placed in the yard of any home except for real estate "For Sale" signs and "For lease" signs (no larger than thirty-six (36) inches by thirty-six (36) inches), political signs as defined above, and address notification signs. Signs for yard sales or other functions (i.e. a birthday party, open house, etc.) to direct persons to particular home are allowed provided they are not left up for more than forty-eight (48) hours from time of placement. In no instance can any sign at Cobb Farm

Subdivision Phase 1 be derogatory, negative, or vulgar in any fashion, way or situation. Declarant reserves the right to place signs in Cobb Farm Subdivision Phase 1 for sales and development purposes regardless of the size of sign. In addition, Declarant reserves the right to allow and direct other builders, developers, and real estate firms to place signs in Cobb Farm Subdivision Phase 1 at their discretion. Declarant reserves the right of sign placement until the development is one hundred percent (100%) complete and built out regardless of the time frame.

SECTION 11. CLOTHESLINE. No clothesline shall be permitted on any Lot within the Subdivision except when located behind the structure and is not visible from the frontage road.

SECTION 12. TRASH CANS. Trash cans must be located as to not be visible from any road within the Subdivision. Trash cans shall be placed at the curb no earlier than twenty-four (24) hours prior to garbage pickup and shall be left at the curb no longer than twenty-four (24) hours after trash pickup.

SECTION 13. FUEL STORAGE TANKS. All fuel storage tanks in excess of eighty (80) gallons must be placed underground, save and except, one small exchangeable propane tank to fuel residential size cooking grills are permitted.

SECTION 14. MAILBOXES. Brick mailboxes are expressly prohibited. All mailboxes must be uniform and approved by the Declarant.

ARTICLE V EASEMENTS

SECTION 1. UTILITIES. Easements for installation and maintenance of utilities (including but not limited to street lighting) and drainage facilities are reserved as indicated on recorded plats. In addition, Declarant reserves an additional easement and right-of-way for installation and maintenance of utilities and drainage facilities per recorded locations noted on plat. 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 Rockingham County (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 meters, and the maintenance and replacement of water, sewer and drainage facilities and for the fighting of fires and collection of garbage.

ARTICLE VI GENERAL PROVISIONS

SECTION 1. 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 the Declaration. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant or any Owner shall have the right to request that law enforcement, public safety and animal control officers come on the properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

SECTION 2. 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, and the failure of any person or persons to take action to enforce these covenants shall not be construed as a waiver of any future enforcement rights.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless during the last year of such initial or then current renewal term the Owners of one hundred percent (100%) of the Lots agree in writing to terminate this Declaration at the end of such term. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners entitled to cast votes of not less than one hundred percent (100%) of the Lots, and thereafter by an instrument signed by the Owner entitled to cast votes of not less than one hundred percent (100%) of the Lots, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Further provided, that any amendment must be properly recorded.

SECTION 4. ASSIGNMENT OF DECLARANT RIGHTS. Declarant may assign its Declarant Rights. Any such assignment shall be in writing and recorded with the Rockingham County Register of Deeds.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed in its Limited Liability Corporation name by its Managing Member as of the day and year first above-written.

CF Farm, LLC.

BY:

Tony G. Johnson
Tony G. Johnson, Managing Member

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, a Notary Public of the State and County aforesaid, certify that Tony G. Johnson of CF Farm, LLC, Grantors, and that by authority duly given and as the act of the Limited Liability Corporation the foregoing instrument was signed in its name by him as its Managing Member.

Witness my hand and official stamp or seal, this 10th day of June, 2022.

Corrine K. Close
Notary Public

My Commission Expires: 10/18/26

