

Gallup Road Informational Guide

This document is meant as an informational guide for property owners interested in the documents that have established Gallup Rd, the Road Easement Maintenance Agreement and Declarations of Restrictions and Easements (ie. the Covenants) for adjoining properties.

This information is provided for informational purposes only. All information should be verified independently. No warranty is expressed or implied as to its accuracy or completeness.

Please refer to the Chatham County, NC Register of Deeds Remote Access Site for more information and to access the referenced documents: <http://www.chathamncrod.org/> and the Chatham County GIS Mapping Website at <http://www.chathamgis.com/>

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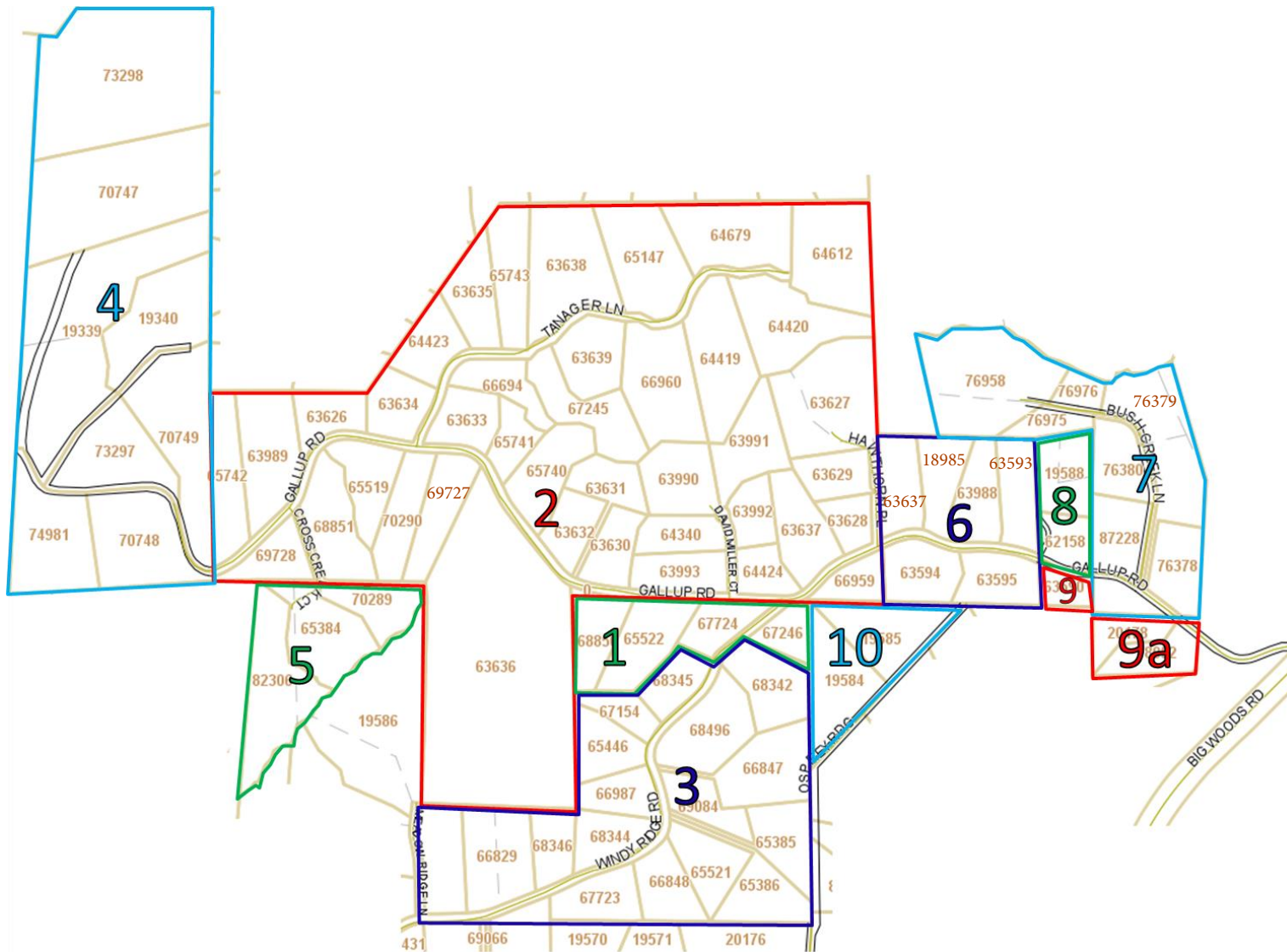


Figure.1 Map showing property on or adjoining Gallup Rd., Chatham County, NC grouped into “blocks” according to common property history/documents.

Table 1. List of property “blocks” and applicable covenants

Property Block*	Description	Plat (Book/Page)	Restrictive Covenants (Book/Page)	Covenants Expiration Date	Subject to REMA (Yes/No)
1	BWH Section I	88/150	529/112	1/1/2019	Yes
2	BWH Section II (partial)	A/110	492/176	1/1/2016 extended to 1/2017	Yes bk 1835, page 275
3	BWH Section III Phase 1 (Lots 13-21 & 47-55)	88/294	533/40 & 925/938 (Resolution)	1/1/2019	Yes
4	Properties now or formerly owned by TWTC	36/32	462/634 & 665/175 (Amendments)	1/1/2025	Yes
5	BWH Section II (Lots 9, 10 and 12)	88/81	540/345	1/1/2019	Yes**
6	Tall Pines	A/544	492/643	1/1/2016 expired	Yes
7	Properties formerly owned by H. Stone	A/640	N/A	N/A	No
8	Properties formerly owned by C. Davis	A/640	Other	N/A	Yes
9/9a	Properties formerly owned by J. Peeler	A/640	N/A	N/A	Yes
10	Properties formerly owned by C. Farrington	A/640	N/A	N/A	Yes**

BWH is Big Woods Hills; TWTC refers to the Tarheel Wood Treating Company

*Properties were grouped into “blocks” based upon property ownership as of the establishment of listed covenants or as of REMA adoption as noted in descriptions. Although many of the property blocks (1-5) were owned by TWTC at some point these property blocks are covered by separate covenants as outlined above.

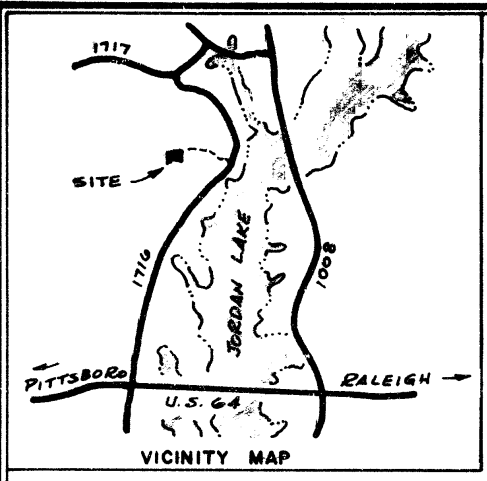
**Properties are bound by the terms of the Gallup Rd REMA as “assignees granted access to this road easement” by owners or assignees of owners party to this agreement.

Table 2. Gallup Rd Easement, REMA and Relevant Plats

Document (Book/Page)	Description
Plat A/640	Plat referenced in REMA titled "Map of Gallup Road" showing property owners and "stations" used for assessment formula in paragraphs 3(b)(i) to 3(b)(iv).
Plat 33/48	Plat referenced in REMA titled "Access Road for Tarheel Wood Treating Company".
452/363	Original Gallup Rd easement.
492/161	Current Gallup Rd easement, replaced 452/363 to "conform the legal description of the road easement to road currently existing".
600/836	Joinder in Easement Grant 492/161 by Hugh and Helen Stone.
492/168	Road Easement Maintenance Agreement outlining terms of maintenance and method of assessment.

Tanager Road REMAs: book 504, page 408 and book 518, page 244

Appendix: Contains copies of original Plats, Restrictive Covenants, Easements and the
REMA

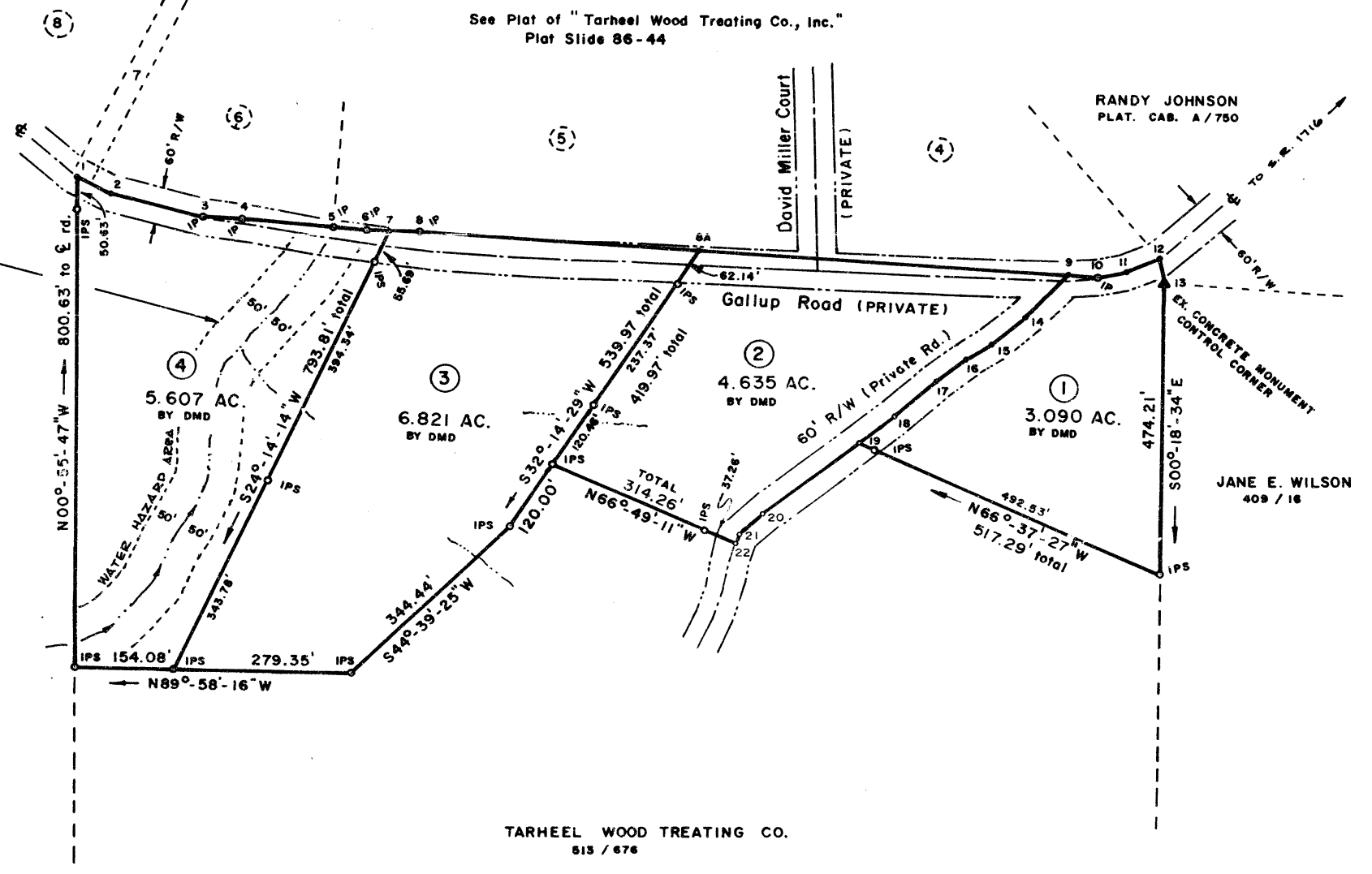


NOTE:
 WATER HAZARD BUFFER SHOWN SHALL EXTEND 50 FEET LANDWARD FROM THE BANK OF THE STREAM. RESIDENTIAL STRUCTURES OR SEPTIC SYSTEMS SHALL NOT BE LOCATED WITHIN THIS AREA.

1-2	S63°-58'-25"E	59.72'
2-3	S76°-51'-45"E	149.77'
3-4	S87°-07'-42"E	60.63'
4-5	S86°-09'-43"E	143.93'
5-6	S86°-07'-59"E	52.21'
6-7	S89°-29'-24"E	37.17'
7-8	S89°-29'-24"E	46.68'
8-8A	S87°-08'-18"E	437.50'
8A-9	S87°-08'-18"E	576.71'
9-10	S87°-08'-18"E	47.69'
10-11	N77°-22'-51"E	46.02'
11-12	N65°-30'-27"E	57.86'
12-13	S10°-50'-09"E	41.66'
9-14	S41°-11'-00"W	88.78'
14-15	S48°-37'-36"W	69.45'
15-16	S58°-26'-30"W	47.79'
16-17	S51°-15'-19"W	59.07'
17-18	S47°-42'-07"W	88.77'
18-19	S52°-05'-03"W	71.25'
19-20	S52°-05'-03"W	189.80'
20-21	S44°-18'-51"W	49.66'
21-22	S20°-47'-23"W	21.11'

to concrete monument

STEFAN BASLADYNSKI
 492 / 259



See Plat of "Tarheel Wood Treating Co., Inc."
 Plat Slide 86-44

TARHEEL WOOD TREATING CO.
 615 / 676

N. C. GRID NORTH (Plat Slide 86-44)

CERTIFICATES FOR PLATS
 NORTH CAROLINA, CHATHAM COUNTY

THE FOREGOING CERTIFICATE OF JOHN M. TISDELL, N.P. IS CERTIFIED TO BE CORRECT. THIS PLAT WAS PRESENTED FOR REGISTRATION AT 10:25 O'CLOCK P.M. ON May 14, 1988 AND RECORDED IN PLAT SLIDE 88-150, CHATHAM COUNTY REGISTRY.
 FLEET BARBER REDDISH
 REGISTER OF DEEDS BY: Debra L. Thomas, ASSISTANT

Owner/Developer:
 Tarheel Wood Treating Co.
 P. O. Box 124
 Morrisville, N. C. 27560

PIN 9784-72-0000

CERTIFICATION OF GENERAL APPROVAL FOR INSTALLATION OF SUBSURFACE SEWAGE DISPOSAL SYSTEMS.
 GENERAL APPROVAL IS HEREBY GRANTED FOR LOTS PROPOSED HEREON AS BEING SUITABLE FOR SUBSURFACE SEWAGE DISPOSAL.
 BEFORE THE INITIATION OF CONSTRUCTION, THE LOCATION OF THE HOUSE OR OTHER STRUCTURE AND PLANS FOR THE SUBSURFACE SEWAGE DISPOSAL SYSTEM SHALL BE APPROVED BY THE LOCAL HEALTH AUTHORITY.
August 25, 1987
Rene Davis
 LOCAL HEALTH AUTHORITY

CERTIFICATE OF APPROVAL FOR RECORDING
 I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FILED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS FOR CHATHAM COUNTY AND THE PROVISIONS OF SUCH REGULATIONS, IF ANY, AND THAT THE COPIES OF THE PLANNING BOARD AND THAT IT HAS THE NECESSARY AUTHORITY FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS.
John M. Tisdell
 CHATHAM COUNTY PLANNING BOARD

LEGEND:
 ○ I.P.S. - Iron Pipe Set
 ● E.I.P. - Existing Iron Pipe

20.00
 12.25
 88-150
 5-12-88

SURVEY FOR

"BIG WOODS HILLS" (SECTION I) (TARHEEL WOOD TREATING COMPANY, INC.)

WILLIAMS _____ TOWNSHIP
 CHATHAM _____ COUNTY, N. C.

VAN R. FINCH - LAND SURVEYS

p.o. box 973 pittsboro, n.c. 27312

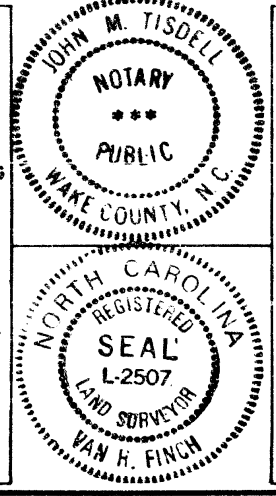
SCALE: 1" = 200'

DATE: AUGUST 24, 1987
 REVISED: MARCH 31, 1988
 REVISED: APRIL 21, 1988

200 100 0 200 400 600
 SCALE IN FEET

I, VAN R. FINCH certify that this map was (drawn by me) (drawn under my supervision) from an actual survey made under my supervision; that the ratio of precision as calculated by latitudes and departures is 1/2000+; (that the boundaries not surveyed are shown as broken lines plotted from information found in Book _____, Page _____); that this map was prepared in accordance with G. S. 47-30 as amended. Witness my hand and seal this 24th day of AUGUST, 1987.

Van R. Finch
 Surveyor
 L-2507
 Registration Number



I, John M. Tisdell (Notary Public) do hereby certify that VAN R. FINCH, RLS personally appeared before me this day and acknowledged the due execution of the foregoing document.
 Witness my hand and official seal this the 24th day of AUGUST, 1987.

John M. Tisdell
 Notary Public
 My Commission Expires FEB. 23, 1991

PROJECT NUMBER P87-101M

88-150

DECLARATIONS OF RESTRICTIONS
AND EASEMENTS

02615

KNOW ALL MEN BY THESE PRESENTS:

THAT Tarheel Wood Treating Company, Inc., a North Carolina Corporation, is the owner of all that certain parcel of land described as BIG WOODS HILLS, Section I, as depicted in Plat Slide 88-150, Chatham County Registry; and

WHEREAS, the property is intended for dwelling sites, and the Declarants hereof desire and intend that the several purchasers, owners, and mortgagees thereof, and all persons acquiring any interest therein, now or hereafter, shall at all times enjoy the benefits of and shall hold their individual parcels subject to the rights, easements, privileges, burdens, and uses hereinafter set forth; and

WHEREAS, Declarants desire to provide for adequate maintenance of the road easements running through the properties;

NOW THEREFORE, Declarants do hereby declare, covenant, and agree that the following rights, easements, burdens, covenants, uses and all privileges shall and do exist at all times hereafter among the several persons, firms, corporations, or other legal entities who may acquire title, own, purchase or mortgage all or any portion of the property depicted in Plat Slide 88-150, Chatham County Registry, in the manner and to the extent set forth herein; and the declarations and restrictions contained herein shall be easements appurtenant to and running with the land, binding upon and inuring to the benefit of the undersigned, all their grantees, and their respective heirs, successors, personal representatives or assigns and each and every person owning or having an interest in any of said property as follows:

1. Use of Property. Except as provided herein only one single family residence may be constructed on any tract. Trailers and double-wides shall not be permitted to be set up on the property. Apartments for relatives or domestic servants shall be permitted if attached to the principal residential structure or if incorporated into a detached garage. The property herein covenanted may be subdivided provided that resulting lots contain a minimum of three (3) acres and provided that the subdivision is performed in accordance with the Chatham County Subdivision Ordinances and approved by the appropriate governmental authorities.

2. Residential Activity. All tracts and any buildings constructed thereon shall be used for residential purposes, and shall not at any time be used for purposes of industry or manufacturing. This shall not preclude a professional from an office in his home or crafts. Subject to the other terms and conditions contained within these restrictions, agrarian and horse related activities shall be permitted. Commercial hog or chicken farming shall not be permitted.

3. Setback and Clearing. No dwelling or structure of any type whatsoever shall be located on any building lot or site nearer to the front property line than fifty (50) feet or nearer to the side or rear property line than thirty-five (35) feet. No more than 2½ acres in five shall be cleared. No clearing shall be allowed within fifty (50) feet of any road easement. Reasonable clearing for construction and maintenance of structures shall be permitted.

4. Square Footage. No single family principal dwelling shall be built, erected, altered or used unless the main body of the structure, exclusive of garages, porches, breezeways, stoops and terraces shall contain at least 1,350 square feet of floor space. The ground floor area of the main residential structure shall not contain less than 900 square feet. No residential structure shall exceed two and one-half (2½) stories. Measurement for computing floor space shall be made from outside wall lines.

Prepared by and return to: Michael C. Smith, Attorney, 533 Ellynn Dr.,
Cary, NC 27511

5. Dogs. No free roaming dogs shall be permitted.
6. Garbage and Debris. No tract or lot shall be used or maintained as dumping ground for rubbish, and no junk or disabled motor vehicles shall be allowed on said property. Trash, garbage or other waste shall not be kept except in sanitary containers which shall not be visible from the street unless shielded by a fence or fencing compatible in design and quality with surrounding structures.
7. Screening. Personal property such as boats, travel trailers, large trucks, clotheslines, etc., shall be discretely screened or unobtrusively located or stored at the rear of the lot.
8. Obnoxious Activity. No obnoxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may or might become an annoyance or nuisance to the neighbors.
9. Animals. No hogs may be kept on any tract or lot. No use of said property for any animals or fowl shall be made which shall be noxious to the adjoining property owners or the neighborhood. Limited numbers of household pets may be kept on homesites under reasonable regulations of control and sanitation. Ten (10) chickens shall be permitted per tract or lot, so long as they are confined in pens. Cattle shall be allowed on the basis of one cow per two acres of cleared pasture. One horse may be kept per one acre of cleared pasture.
10. Barns. Any structure for keeping of animals shall be permitted but must be located at least seventy-five (75) feet from the nearest right of way line of any street, road or easement and at least thirty-five (35) feet away from any adjacent property line. No structure for said purpose shall be located between any dwelling constructed on any tract and any street, road or right of way.
11. Existing Easements. All tracts that may be hereafter conveyed shall be accepted subject to any easement or right of way that may have been previously granted for power, light, telephone, drainage facilities or any other purpose.
12. Reserved Easements. Declarants reserve the right to install and maintain and to license or permit the installation and maintenance of services and all utilities on, under and along the fifteen (15) feet adjacent to any property line or road easement and in, under and over streets, road easements and rights of ways. This reservation of easements is perpetual, running with the land, regardless of the expiration of these covenants.
13. Assignment of Easements. Declarants reserve the right to assign any existing easement, or any easement or reserved strip depicted on any recorded plat, to benefit lands not currently benefitted or burdened by said easement, without consent of or remuneration to any lot owner burdened or benefitted by such easement. No other rights of ways or access easements shall be granted for the benefit of any tract outside the properties covered by these covenants.
14. Compliance with Health Regulations. All individual water supply systems and sewage disposal systems shall be constructed in accordance with specifications of the Chatham County Health Department or any other agency having jurisdiction thereof.
15. Landscaping. Landscaping of areas not used for structures upon any tract or lot shall be done in a manner so as to preserve the natural forest or improve upon the natural beauty and to prevent soil erosion. No chain link fencing shall be allowed next to any road easement or right of way. Wire mesh or three rail board fencing shall be allowed.

16. Standard of Road Maintenance. All road easements shall be maintained to the level required by the Chatham County Ordinances for gravel roads. The owners of any property subjected to these restrictions, their heirs, successors and assigns, have the right to upgrade the standard of the road in whole or in part to meet county standards for paved roads or any other standard, but such owners shall be solely responsible for the cost of said upgrading; and the other owners of affected property shall remain liable for the maintenance and repair of the road, but only to the extent that they would be liable had the standard of the road not been upgraded, unless such liability is imposed by unanimous assent of all affected land owners.

17. Road Maintenance Assessments. Every tract within the properties herein restricted and every tract that has been or is granted access through said properties shall be subjected to assessments from time to time for maintenance of the road easement as required in Paragraph 16, above, according to the terms of the Road Maintenance Agreement recorded in Book 492, Page 168 of the Chatham County Registry, the terms of which are hereby incorporated by reference. The subject map is recorded in Plat Cabinet A, Slide 640 of the Chatham County Registry. Each owner shall contribute the amount of one hundred (\$100.00) to the existing Big Woods Homeowners Association upon purchase of each tract, and shall contribute sums thereafter in accordance with the Road Maintenance Agreement referenced. Said assessments may be changed at any time by majority vote of all land owners subjected to said Agreement.

The owners of Lots 1 & 2, Big Woods Hills, Section I, may use the easement depicted between them as shown on Plat Slide 88-150 for ingress, egress and regress to their property, but if they do so, they shall be required to pay their pro rata share of the cost of maintenance of said easement as it is extended through the property of declarants deeded to them in Book 513, Page 676, Chatham County Registry, as such costs become due.

The funds held by the Big Woods Homeowners Association shall be owned jointly by all tract owners of the properties subject to the above referenced Road Maintenance Agreement, and shall be used only for road maintenance expenses and the cost of administering this fund. The fund shall not be subject to partition by any individual tract owner. No funds shall be disbursed except on the signatures of two owners duly elected by majority vote of all the owners of the Homeowners Association. The owners shall have one vote for each tract granted to him.

18. Damage to Road. Any damage caused by driveway connections, by heavy trucks or machinery, or by abuse of the easement shall be repaired at the expense of the owners responsible for the damage.

19. Expiration of Covenants; Amendments. These restrictions or any changes therein shall inure for the benefit of and run with the land and shall be binding on all parties or persons claiming under the said Declarants, until January 1, 2019, at which time said restrictions shall terminate; however, the restrictions herein contained may be extended in whole or in part for any definite period by any written declaration of the owners of two-thirds (2/3) of the tracts within the restricted properties, provided that such declaration is recorded in the office of the Register of Deeds of Chatham County, North Carolina; provided further that any of the restrictions herein contained except Paragraph 16 may at any time be changed by mutual consent in writing of (a) the owners of all the tracts on which restrictions are to be changed, and (b) the owners of two-thirds (2/3) of all the properties herein restricted.

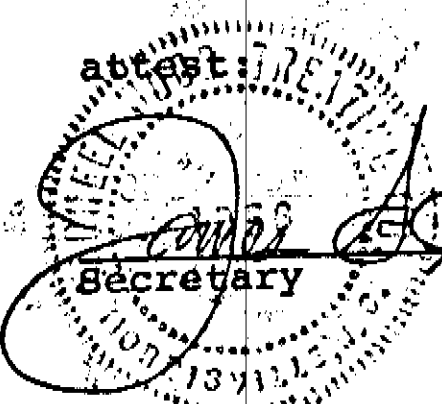
20. Invalidation. Invalidation of one of these restrictions or covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

21. Enforcement. Enforcement of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. These restrictions shall be construed in accordance with the laws of the state of North Carolina and may be enforced in any court of law or equity. The present owners of said property or any subsequent grantees of the property do hereby agree by accepting a deed or any other property interest for any portion of said property to be bound by the terms herein.

IN WITNESS WHEREOF, Tarheel Wood Treating Co., Inc. has caused this instrument to be signed in its corporate nome by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 27th day of June, 1988.

Tarheel Wood Treating Co., Inc.

by: James S. Gallup
President

attest:

James S. Gallup
Secretary

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that James S. Gallup personally appeared before me thisday and acknowledged that he is Secretary of Tarheel Wood Treating Co., Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal and attested by him as its secretary.

Witness my hand and official seal, this 27th day of June, 1988.

My commission
expires: 2-12-91

Michael C. Smith
Notary Public

NORTH CAROLINA, CHATHAM COUNTY

The foregoing certificate(s) of Michael C. Smith,
Notary (Notaries) Public is (are) certified
to be correct. This instrument was presented for registration at 2:10 o'clock P.M. on June 27,
19 88, and recorded in Book 529, Page 112.

FLEET BARBER REDDISH
Register of Deeds

By: Reinal Thomas
Assistant

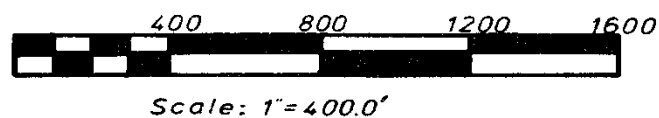
PROPERTY OF

EVA G. PASCHAL

WILLIAMS TWP. CHATHAM CO., N.C.

SURVEYED: SEPT. 1982

BY: LEWIS G. PASCHAL R.L.S.



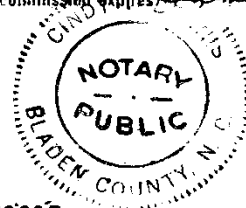
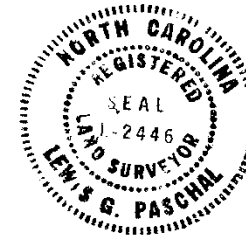
NOTARIES PUBLIC FOR PLATS

STATE OF NORTH CAROLINA, CHATHAM COUNTY

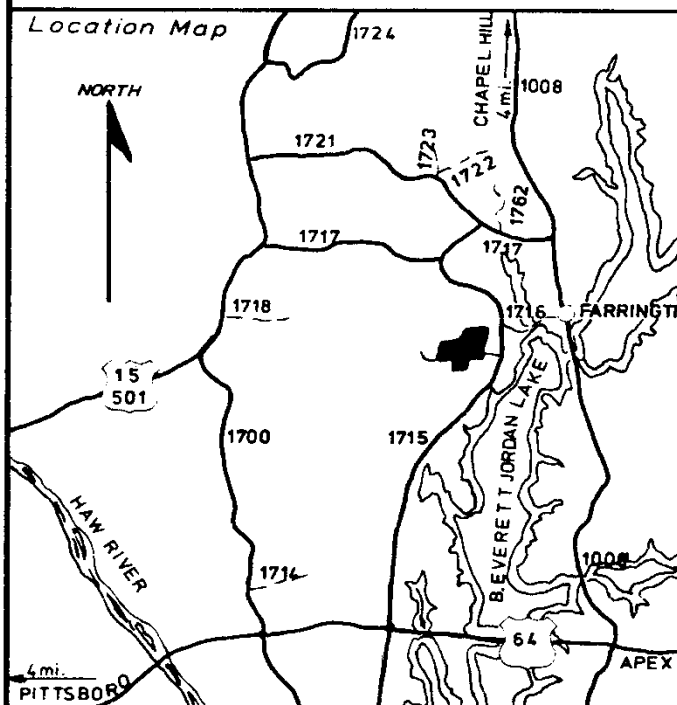
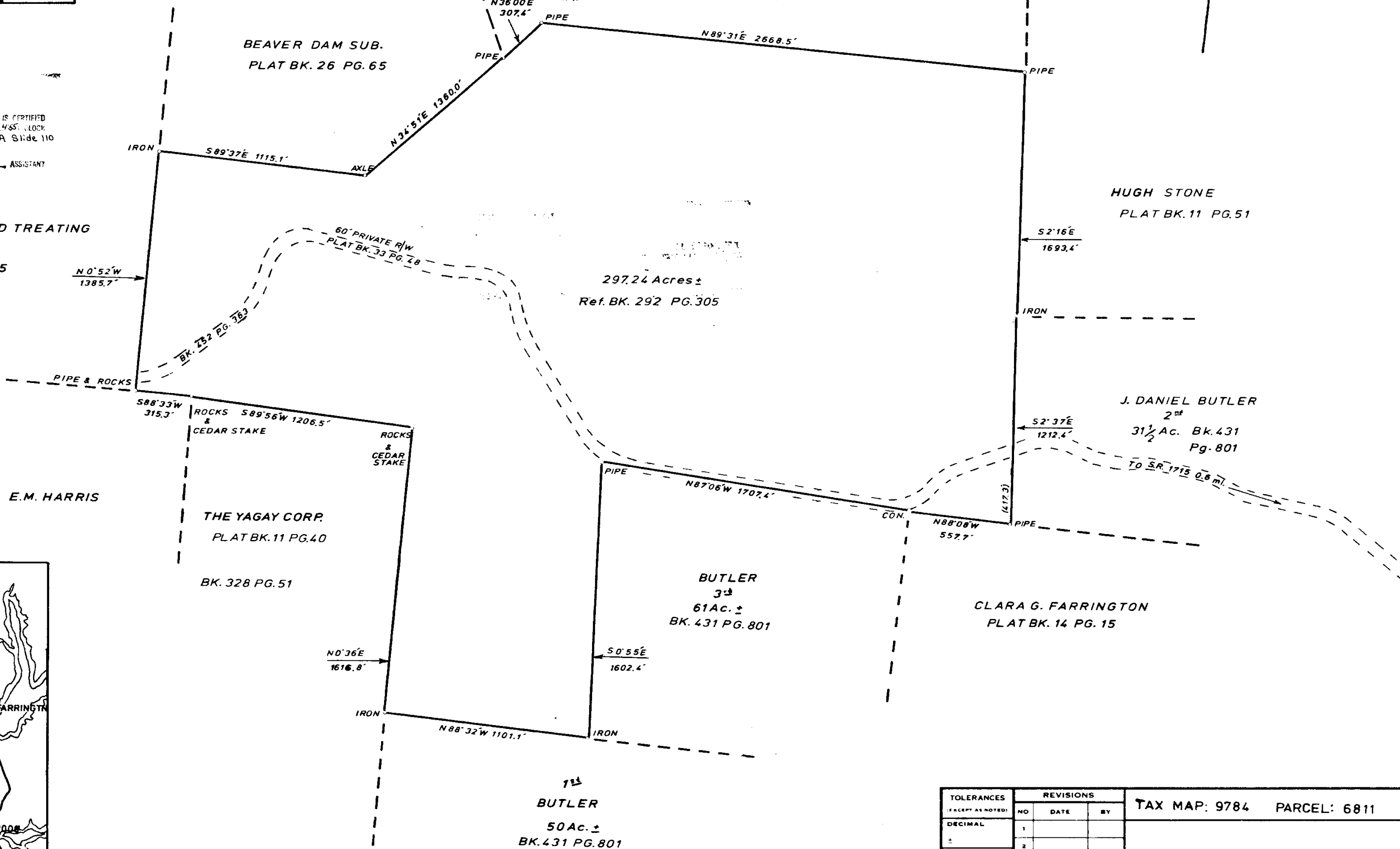
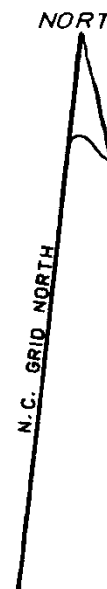
I, Cindy L. Dennis, N.P., IS CERTIFIED TO BE A NOTARY PUBLIC. THIS PLAT WAS PREPARED BY LEWIS G. PASCHAL, R.L.S., AND RECORDED IN PLAT CABINET A, SLIDE 110 ON SEPTEMBER 10-22-84. My commission expires December 17, 1986.
My commission expires December 17, 1986.
Notary Public.

STATE OF NORTH CAROLINA
COUNTY OF BLADEN
I certify that this plat was prepared from an actual field survey made under my supervision; that this survey was calculated by latitudes and departures to 1/2000 that it is in accordance with G.S. 47-30 as amended. Witness my hand and seal this 26th day of OCTOBER, A.D. 19 82.
Lewis G. Paschal
N. C. Registered Surveyor.

STATE OF NORTH CAROLINA
COUNTY OF BLADEN
I, Cindy L. Dennis, a Notary Public, do hereby certify that Lewis G. Paschal, Registered Land Surveyor, personally appeared before me this day and acknowledged the due execution of the foregoing certificate. Witness my hand and official seal, this 26th day of Oct., 19 82.
My commission expires December 17, 1986.
Cindy L. Dennis
Notary Public.

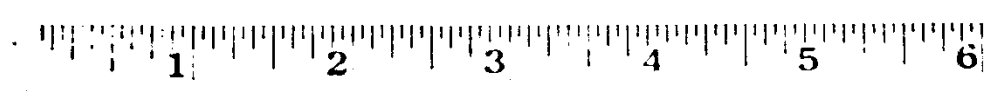


CON. CAN CO.
BK. K-Y PG. 402
172 Ac.±



TOLERANCES (EXCEPT AS NOTED)	REVISIONS			DRAWN BY	SCALE	MATERIAL
	NO.	DATE	BY			
DECIMAL	1					
FRACTIONAL	2					
ANGULAR	3					
	4			CHK'D	DATE	DRAWING NO.
	5			TRACED	APP'D	

TAX MAP: 9784 PARCEL: 6811



Business Records Corporation

1032 East Lindsay Street • Greensboro, N.C. 27405

A-110

Prepared by and return to: Michael C. Smith, 533 Ellynn Dr., Cary, NC 27511

NORTH CAROLINA
CHATHAM COUNTY

DECLARATIONS OF RESTRICTIONS
AND EASEMENTS

BOOK 492 PAGE 176

KNOW ALL MEN BY THESE PRESENTS:

THAT Tarheel Wood Treating Company, Inc., a North Carolina corporation, is the owner of all that certain parcel of land described in Book 292, Page 305, of the Chatham County Registry; and

WHEREAS, the property is intended for dwelling sites, and the Declarants hereof desire and intend that the several purchasers, owners, and mortgagees thereof, and all persons acquiring any interest therein, now or hereafter, shall at all times enjoy the benefits of and shall hold their individual parcels subject to the rights, easements, privileges, burdens, and uses hereinafter set forth; and

WHEREAS, Declarants desire to provide for adequate maintenance of the road easement running through the properties;

NOW THEREFORE, Declarants do hereby declare, covenant, and agree that the following rights, easements, burdens, covenants, uses and all privileges shall and do exist at all times hereafter among the several persons, firms, corporations or other legal entities who may acquire title, own, purchase or mortgage all or any portion of the property described in Book 292, Page 305 of the Chatham County Registry in the manner and to the extent set forth herein; and the declarations and restrictions contained herein shall be easements appurtenant to and running with the land, binding upon and inuring to the benefit of the undersigned, all their grantees, and their respective heirs, successors, personal representatives or assigns and each and every person owning or having an interest in any of said property as follows:

1. Use of Property. Except as provided within, only one single family residence may be constructed on any tract. Trailers and double-wides shall not be permitted to be set up on the property. Apartments for relatives or domestic servants shall be permitted if attached to the principal residential structure or if incorporated into a detached garage. The property herein covenanted may be subdivided provided that the resulting lots contain a minimum of three (3) acres and provided that the subdivision is performed in accordance with the Chatham County Subdivision Ordinances and approved by the appropriate governmental authorities.

2. Residential Activity. All tracts and any buildings constructed thereon shall be used for residential purposes, and shall not at any time be used for purposes of industry or manufacturing. This shall not preclude a professional from an office in his home or crafts. Subject to the other terms and conditions contained within these restrictions, agrarian activities and horse related activities shall be permitted. Commercial hog or chicken farming shall not be permitted.

3. Setback and Clearing. No dwelling or structure of any type whatsoever shall be located on any building lot or site nearer to the front property line than fifty (50) feet or nearer to the side or rear property line than thirty-five (35) feet. No more than two and one-half (2½) acres in five shall be cleared. No clearing shall be allowed within fifty (50) feet of any road easement. Reasonable clearing for construction and maintenance of structures shall be permitted.

4. Square Footage. No single family principal dwelling shall be built, erected, altered or used unless the main body of the structure, exclusive of garages, porches, breezeways, stoops and terraces shall contain at least 1,350 square feet of floor space. The ground floor area of the main residential structure shall not contain less than 900 square feet. No residential structure shall exceed two and one-half (2½) stories. Measurement for computing floor space shall be made from outside wall lines.

5. Dogs. No free roaming dogs shall be permitted.
6. Garbage and Debris. No tract or lot shall be used or maintained as dumping ground for rubbish, and no junk or disabled motor vehicles shall be allowed on said property. Trash, garbage, or other waste shall not be kept except in sanitary containers which shall not be visible from the street unless shielded by a fence or fencing compatible in design and quality with surrounding structures.
7. Screening. Personal property such as boats, travel trailers, large trucks, clotheslines, etc., shall be discretely screened or unobtrusively located or stored at the rear of the lot.
8. Obnoxious Activity. No obnoxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may or might become an annoyance or nuisance to the neighbors.
9. Animals. No hogs may be kept on any tract or lot. No use of said property for any animals or fowl shall be made which shall be noxious to the adjoining property owners or the neighborhood. Limited numbers of household pets may be kept on homesites under reasonable regulations of control and sanitation. Ten (10) chickens shall be permitted per tract or lot, so long as they are confined in pens. Cattle shall be allowed only on tracts of ten (10) acres or more. One cow may be kept per two acres of cleared pasture. One horse may be kept per one acre of cleared pasture.
10. Barns. Any structure for keeping of animals shall be permitted but must be located at least 75 feet from the nearest right of way line of any street, road or easement and at least 35 feet from any adjacent property line. No structure for said purpose shall be located between any dwelling constructed on any tract and any street or road.
11. Existing Easements. All tracts that may be hereafter conveyed shall be accepted subject to any easement or right of way that may have been previously granted for power, light, telephone, drainage facilities or any other purpose.
12. Reserved Easements. Declarants reserve the right to install and maintain and to license or permit the installation and maintenance of services and all utilities on, under and along the fifteen (15) feet adjacent to any property line or road easement and in, under and over streets, road easements and rights of ways. This reservation of easements is perpetual, running with the land, regardless of the expiration of these covenants.
13. Assignment of Easements. Declarants reserve the right to assign any existing easement or extension thereof over lands still owned by it to benefit lands not currently benefitted or burdened by said easement, without consent of or remuneration to any lot owner burdened or benefitted by such easement. No other right of way or access easement shall be granted for the benefit of any tract outside the properties covered by these covenants. Extension of easements to serve the properties herein restricted is expressly permitted.
14. Compliance With Health Regulations. All individual water supply systems and sewage disposal systems shall be constructed in accordance with specificatilns of the Chatham County Health Department or other agency having jurisdiction thereof.
15. Landscaping. Landscaping of areas not used for structures upon any tract or lot shall be done in a manner so as to preserve the natural forest or improve upon the natural beauty and to prevent soil erosion. No chain link fencing shall be allowed next to any road easement or right of way. Wire mesh or three rail board fencing shall be allowed.

16. Standard of Road Maintenance. All road easements shall be maintained to the level required by the Chatham County Ordinances for gravel roads. The owners of any property subjected to these restrictions, their heirs, successors and assigns, have the right to upgrade the standard of the road in whole or in part to meet county standards for paved roads or any other standard, but such owners shall be solely responsible for the cost of said upgrading; and the other owners of affected property shall remain liable for the maintenance and repair of the road, but only to the extent that they would be liable had the standard of the road not been upgraded, unless such liability is imposed by unanimous assent of all affected land owners.

17. Road Maintenance Assessments. Every tract within the properties herein restricted and every tract that has been or is granted access through said properties shall be subject to assessments from time to time for maintenance of the road easement as required in Paragraph 16, above according to the terms of the Road Maintenance Agreement recorded in Book 492, Page 168 of the Chatham County Registry, the terms of which are hereby incorporated by reference. The subject map is recorded in Plat Book ~~A~~, Page 140 of the Chatham County Registry. Each owner shall contribute the sum of one hundred dollars (\$100.00) to a fund known as the Big Woods Maintenance Fund upon purchase of each tract, and shall contribute sums thereafter in accordance with the Road Maintenance Agreement referenced. Said assessments may be changed at any time by majority vote of all the land owners subjected to these restrictions.

The Big Woods Maintenance Fund shall be owned jointly by all the tract owners of the properties herein restricted and of every tract that has been granted access through the properties herein covenanted, and shall be used only for road maintenance expenses and the cost of administering this fund. The fund shall not be subject to partition by any individual tract owner. No funds shall be disbursed except on the signatures of two owners duly elected by majority vote of all the owners subject to these restrictions. The owners of each tract shall have one vote for each tract granted to him.

18. Damage to Road. Any damage caused by driveway connections, by heavy trucks or machinery, or by abuse of the easement shall be repaired at the expense of the owners responsible for the damage.

19. Expiration of Covenants; Amendments. These restrictions or any changes therein shall inure for the benefit of and run with the land and shall be binding on all parties or persons claiming under the said Declarants, until January 1, 2016, at which time said restrictions shall terminate; however, the restrictions herein contained may be extended in whole or in part for any definite period by any written declaration of the owners of two-thirds (2/3) of the tracts within the restricted properties provided that such declaration is recorded in the office of the Register of Deeds of Chatham County, North Carolina; provided further that any of the restrictions herein contained except Paragraph 16 may at any time be changed by mutual consent in writing of (a) the owners of all the tracts on which restrictions are to be changed, and (b) the owners of two-thirds (2/3) of all the properties herein restricted.

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

21. Enforcement. Enforcement of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. These restrictions shall be construed in accordance with the laws of the state of North Carolina and may be enforced in any court of law or equity. The present owners of said property or any subsequent grantees of the property do hereby agree by accepting a deed or any other property interest for any portion of said property to be bound by the terms herein.

IN WITNESS WHEREOF, Tarheel Wood Treating Company, Inc. has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 30 day of Jan., 1986.

Tarheel Wood Treating Company, Inc.

By: [Signature]
President

Attest:
[Signature]
Secretary
NORTH CAROLINA
WAKE COUNTY

I, a Notary Public for the County and State aforesaid certify that James S. Gallup personally appeared before me this day and acknowledged that he is Secretary of Tarheel Wood Treating Company, Inc., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal, and attested by James S. Gallup as its attesting officer.

Witness my hand and Notarial stamp or seal, this 30 day of January, 1986.

My commission expires: 6-16-1990

[Signature]
Notary Public

NORTH CAROLINA, CHATHAM COUNTY

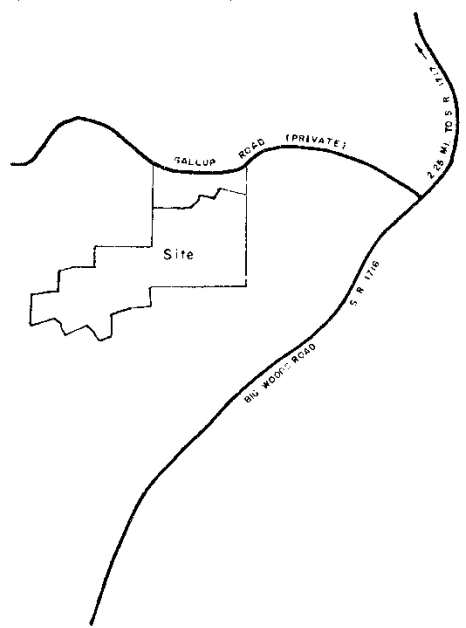
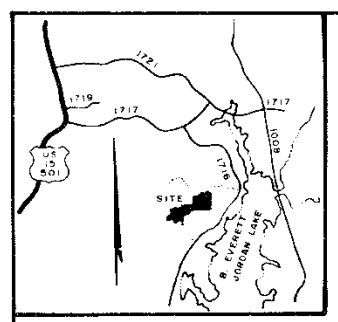
The foregoing certificate(s) of Doris J. Hamm

Notary (Notaries) Public (are) certified

to be correct. This instrument was presented for registration at 2:13 o'clock P. M., on March 19, 1986, and recorded in Book 492, Page 176

FLEET BARBER REDDISH
Register of Deeds

By: [Signature]
Assistant



I, Van R. Finch, certify that this map was drawn by me (or under my supervision) from an actual survey made under my supervision; that the ratio of precision as calculated by latitudes and departures is 1/100,000; that the boundaries not surveyed are shown as broken lines plotted from information found in Book 17-2503, Page 102; that this map was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 20th day of July, 1988.

Van R. Finch
Surveyor
L-2507
Registration No.



State of North Carolina, Chatham County
I, John M. Tisdell, a Notary Public of the County and State aforesaid, certify that Van R. Finch, a registered land surveyor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal this the 20th day of July, 1988.

John M. Tisdell
Notary Public
My Commission Expires February 23, 1991.

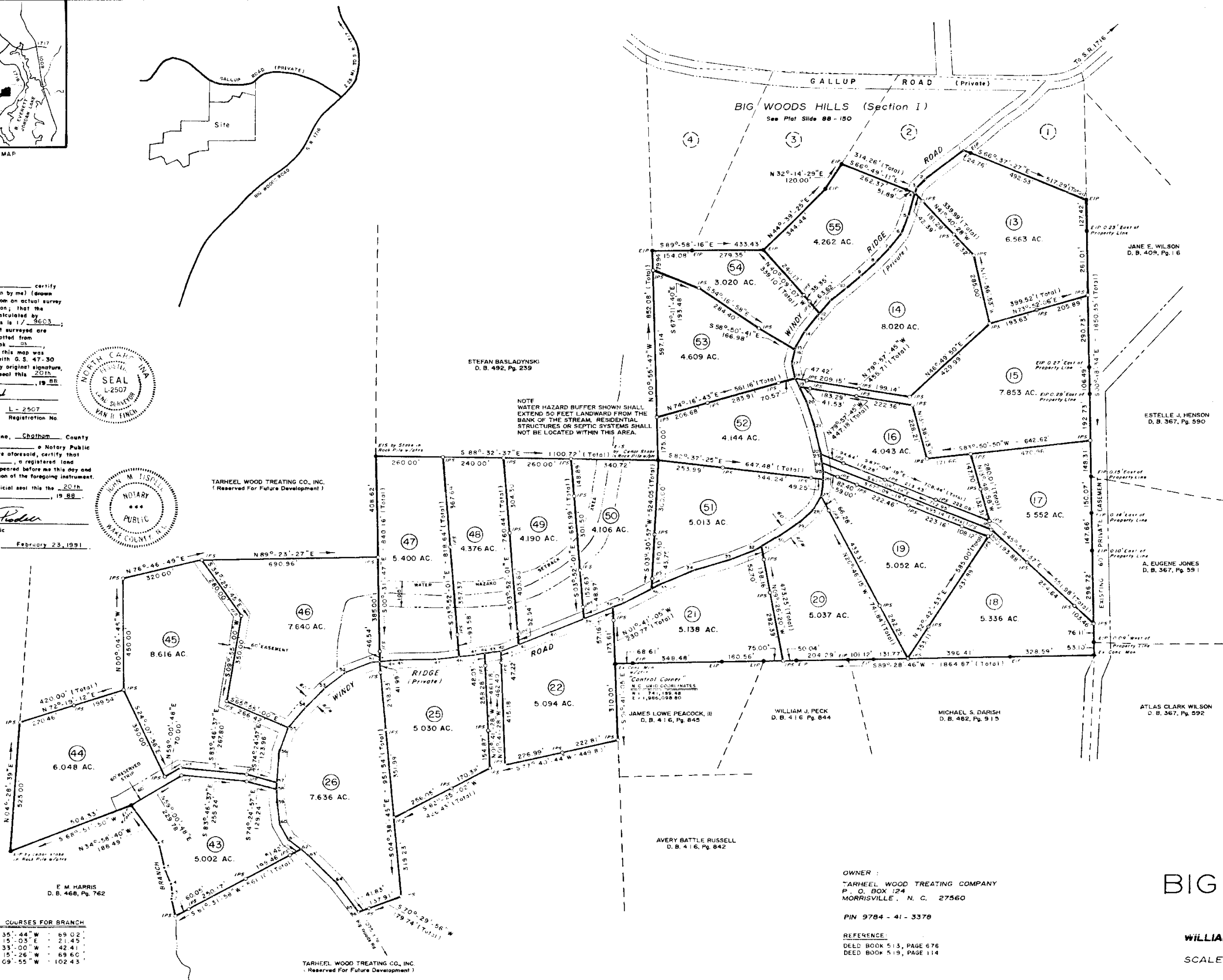


CENTERLINE COURSES FOR BRANCH

1-2	N 10° 35' 44" W	89.02'
2-3	N 10° 15' 03" E	21.43'
3-4	N 0° 33' 00" W	42.41'
4-5	N 21° 15' 26" W	89.60'
5-6	N 12° 09' 55" W	102.43'

NOTE:
AREAS DETERMINED BY THE D.M.U. METHOD AND INCLUDES ROAD RIGHT-OF-WAY AND EASEMENTS
TOTAL AREA IN PHASE ONE = 136.779 ACRES
TOTAL NUMBER OF LOTS IN PHASE ONE = 25
AVERAGE LOT SIZE = 5.471 ACRES

- LEGEND:
- I.P.S. - IRON NIPPLE SET
 - I.P. - EXISTING IRON PIPE
 - ▲ E.C.M. - EXISTING CONCRETE MONUMENT



CERTIFICATE FOR PLATS
North Carolina, Chatham County
The foregoing certificate of John M. Tisdell, N.P., is certified to be correct. The plat was presented for registration at 2:00 o'clock P.M. on 7/20, 1988 and recorded in Plot Slide 88-294, Chatham County Registry.

Fleet Barber Resdian
Register of Deeds By: Shirley B. White Assistant

CERTIFICATION OF GENERAL APPROVAL FOR INSTALLATION OF SUBSURFACE DISPOSAL SYSTEMS.
GENERAL APPROVAL IS HEREBY GRANTED FOR LOTS PROPOSED HEREON AS BEING SUITABLE FOR SUBSURFACE SEWAGE DISPOSAL.
BEFORE THE INITIATION OF CONSTRUCTION, THE LOCATION OF THE HOUSE OR OTHER STRUCTURE AND PLANS FOR THE SUBSURFACE SEWAGE DISPOSAL SYSTEM SHALL BE APPROVED BY THE LOCAL HEALTH AUTHORITY.

DATE: 7/20/1988

A. Russell Jones III
LOCAL HEALTH AUTHORITY

CERTIFICATE OF APPROVAL FOR RECORDING
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF CHATHAM COUNTY WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS NOTED IN THE MINUTES OF THE PLANNING BOARD, AND THAT IT HAS BEEN APPROVED BY THE BODY FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS.

Shirley B. White
CHATHAM COUNTY PLANNING BOARD

CENTERLINE COURSES FOR WINDY RIDGE ROAD

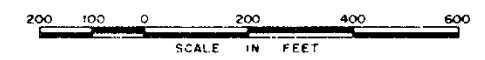
1-2	S 52° 05' 03" W	189.80'	33-34	S 73° 29' 21" W	147.62'
2-3	S 44° 18' 52" W	49.56'	34-35	S 67° 08' 44" W	149.50'
3-4	S 20° 47' 23" W	211.11'	35-36	S 62° 36' 07" W	34.24'
4-5	S 14° 40' 48" W	84.91'	36-37	S 62° 36' 07" W	122.29'
5-6	S 2° 30' 52" W	76.09'	37-38	S 67° 34' 09" W	42.69'
6-7	S 36° 51' 19" W	78.80'	38-39	S 68° 14' 29" W	129.55'
7-8	S 43° 28' 00" W	78.96'	39-40	S 69° 01' 34" W	143.72'
8-9	S 47° 18' 22" W	79.11'	40-41	S 67° 02' 41" W	128.59'
9-10	S 49° 58' 52" W	79.48'	41-42	S 68° 55' 45" W	73.06'
10-11	S 50° 04' 34" W	80.81'	42-43	S 72° 05' 54" W	31.24'
11-12	S 40° 29' 17" W	68.81'	43-44	S 68° 01' 41" W	30.23'
12-13	S 40° 28' 17" W	11.96'	44-45	S 61° 07' 08" W	41.55'
13-14	S 38° 46' 50" W	81.09'	45-46	S 65° 42' 52" W	67.35'
14-15	S 23° 32' 04" W	77.67'	46-47	S 64° 28' 08" W	86.51'
15-16	S 12° 30' 59" W	8.24'	47-48	S 59° 30' 31" W	149.79'
16-17	S 12° 30' 59" W	58.97'	48-49	S 64° 56' 30" W	22.88'
17-18	S 10° 13' 22" E	60.11'	49-50	S 64° 00' 57" W	48.94'
18-19	S 25° 59' 45" E	37.10'	50-51	S 66° 47' 44" W	24.44'
19-20	S 21° 17' 33" E	64.28'	51-52	S 68° 01' 42" W	112.27'
20-21	S 16° 24' 01" E	105.70'	52-53	S 55° 44' 07" W	102.15'
21-22	S 13° 29' 19" E	106.78'	53-54	S 40° 00' 58" W	106.89'
22-23	S 03° 40' 55" E	13.07'	54-55	S 40° 00' 53" W	109.57'
23-24	S 07° 51' 36" E	34.89'	55-56	S 19° 30' 27" W	99.85'
24-25	S 07° 51' 36" E	34.89'	56-57	S 08° 01' 54" W	127.75'
25-26	S 00° 21' 49" E	29.51'	57-58	S 00° 07' 29" W	30.98'
26-27	S 08° 00' 41" W	70.94'	58-59	S 00° 14' 25" W	49.40'
27-28	S 29° 49' 14" W	61.04'	59-60	S 09° 48' 49" E	88.76'
28-29	S 48° 01' 02" W	78.26'	60-61	S 27° 40' 08" E	29.10'
29-30	S 54° 49' 20" W	97.93'	61-62	S 01° 16' 54" E	59.31'
30-31	S 58° 24' 33" W	72.89'	62-63	S 47° 27' 23" E	39.35'
31-32	S 58° 40' 06" W	28.40'	63-64	S 44° 02' 08" E	149.14'
32-33	S 68° 31' 41" W	107.18'	64-65	S 35° 19' 34" E	122.24'
			65-66	S 30° 22' 46" E	29.28'

FINAL PLAT
PHASE ONE OF

BIG WOODS HILLS
SECTION III

WILLIAMS TOWNSHIP CHATHAM COUNTY N. C.

SCALE: 1" = 200' DATE: JULY 19, 1988
Revised JULY 25, 1988



VAN R. FINCH - LAND SURVEYS
P. O. BOX 973 PITTSBORO, N. C. 27312

OWNER:
TARHEEL WOOD TREATING COMPANY
P. O. BOX 124
MORRISVILLE, N. C. 27560
PIN 9784 - 41 - 3378

REFERENCE:
DEED BOOK 513, PAGE 676
DEED BOOK 519, PAGE 114

CERTIFICATION OF CORRECTNESS AND DECISION
I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH THE FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL RIGHTS-OF-WAY, STREETS, ALLEYS, WALLS, EASEMENTS, PARTS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

JULY 20, 1988
Van R. Finch
OWNER

Project Number: P-88-42 L
88-294

Resolution
BK 925 PG 938

NORTH CAROLINA
CHATHAM COUNTY

After Recording Mail To: SENTER & STEPHENSON, P.O. Box 446
Fuquay Varina, N.C. 27526

DECLARATIONS OF RESTRICTIONS
AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

BOOK 533 PAGE 40

03991

THAT Tarheel Wood Treating Co., Inc., a North Carolina Corporation, is the owner of all that certain parcel of land described as BIG WOODS HILLS, Section III, Phase 1, Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 47, 48, 49, 50, 51, 52, 53, 54 and 55 as depicted in Plat Slide 88-294, Chatham County Registry; and

WHEREAS, the property is intended for dwelling sites, and the Declarants hereof desire and intend that the several purchasers, owners, and mortgagees thereof, and all persons acquiring any interest therein, now or hereafter, shall at all times enjoy the benefits of and shall hold their individual parcels subject to the rights, easements, privileges, burdens, and uses hereinafter set forth; and

WHEREAS, Declarants desire to provide for adequate maintenance of the road easements running through the properties;

NOW THEREFORE, Declarants do hereby declare, covenant and agree that the following rights, easements, burdens, covenants, uses and all privileges shall and do exist at all times hereafter among the several persons, firms, corporations, or other legal entities who may acquire title, own, purchase or mortgage all or any portion of the property depicted in Plat Slide 88-294 as Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 47, 48, 49, 50, 51, 52, 53, 54, and 55, Chatham County Registry, in the manner and to the extent set forth herein; and the declarations and restrictions contained herein shall be easements appurtenant to and running with the land, binding upon and inuring to the benefit of the undersigned, all their grantees, and their respective heirs, successors, personal representatives or assigns and each and every person owning or having an interest in any of the said property as follows:

1. Use of Property. Except as provided herein only one single family residence may be constructed on any tract. Trailers and double-wides shall not be permitted to be set up on the property. Apartments for relatives or domestic servants shall be permitted if attached to the principal residential structure or if incorporated into a detached garage.

2. Residential Activity. All tracts and any buildings constructed thereon shall be used for residential purposes, and shall not at any time be used for purposes of industry or manufacturing. This shall not preclude a professional from an office in his home or crafts. Subject to the other terms and conditions contained within these restrictions, agrarian and horse related activities shall be permitted. Commercial hog or chicken farming shall not be permitted.

3. Setback and Clearing. No dwelling or structure of any type whatsoever shall be located on any building lot or site nearer to the front property line than fifty (50) feet or nearer to the side or rear property lines than thirty-five (35) feet. No more than 2½ acres in five shall be cleared. No clearing shall be allowed within fifty (50) feet of any road easement. Reasonable clearing for construction and maintenance of structures shall be permitted.

4. Square Footage. No single family principal dwelling shall be built, erected, altered or used unless the main body of the structure, exclusive of garages, porches, breezeways, stoops and terraces shall contain at least 1,350 square feet of floor space. The ground floor area of the main residential structure shall not contain less than 900 square feet. No residential structure shall exceed two and one-half (2½) stories. Measurement for computing floor space shall be made from outside wall lines.

5. Dogs. No free roaming dogs shall be permitted.

6. Garbage and Debris. No tract or lot shall be used or maintained as dumping ground for rubbish, and no junk or disabled motor vehicles shall be allowed on said property. Trash, garbage or other waste shall not be kept except in sanitary containers which shall not be visible from the street unless shielded by a fence or fencing compatible with surrounding structures.

7. Screening. Personal property such as boats, travel trailers, large trucks, clotheslines, etc. shall be discreetly screened or unobtrusively located or stored at the rear of the lot.

8. Obnoxious Activity. No obnoxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may or might become an annoyance to the neighbors.

9. Animals. No hog may be kept on any tract or lot. No use of said property for any animals or fowl shall be made which shall be noxious to the adjoining property owners or the neighborhood. Limited numbers of household pets may be kept on homesites under reasonable regulations of control and sanitation. Ten (10) chickens shall be permitted per tract or lot, so long as they are confined in pens. Cattle shall be allowed on the basis of one cow per two acres of cleared pasture. One horse may be kept per one acre of cleared pasture.

10. Barns. Any structure for keeping of animals shall be permitted but must be located at least seventy-five (75) feet from the nearest right-of-way line of any street, road or easement and at least thirty-five (35) feet away from any adjacent property line. No structure for said purpose shall be located between any dwelling constructed on any tract and any street, road or right-of-way.

11. Easement Grant. Declarants grant a perpetual, permanent, irrevocable easement, sixty (60) feet in width, to run with the land and to survive these covenants to the above referenced Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 47, 48, 49, 50, 51, 52, 53, 54, and 55 as depicted in Plat Slide 88-318 between points B and D for the purpose of ingress, egress and regress from Gallup Road as depicted on said Plat Slide. Declarants further GRANT and ASSIGN to said lots and their owners for the purpose of access to S.R. 1716 that easement recorded in Book 492, Page 161, Chatham County Registry and depicted on a map recorded in Plat Cabinet A, Slide 640, Chatham County Registry.

12. Existing and Reserved Easements. All tracts that may be hereafter conveyed shall be accepted subject to any easement or right-of-way that may have been previously granted for power, light, telephone, drainage facilities or any other purpose. Declarants reserve the right to install and maintain and to license or permit the installation and maintenance of services and all utilities on, under and along the fifteen (15) feet adjacent to any property lines or road easement and in, under and over streets, road easements and rights-of-way. this reservation of easement is perpetual, running with the land, regardless of the expiration of these covenants.

13. Assignment of Easements. Declarants reserve the right to assign any existing easement, or any easement or reserved strip to benefit lands not currently benefitted or burdened by said easement, without consent of or remuneration to any lot owner burdened or benefitted by such easement. No other rights-of-way or access easements shall be granted for the benefit of any tract outside the properties covered by these covenants.

14. Compliance With Health Regulations. All individual water supply systems and sewage disposal systems shall be constructed in accordance with specifications of the Chatham County Health Department or any other agency having jurisdiction thereof.

15. Landscaping. Landscaping or areas not used for structures upon any tract or lot shall be done in a manner so as to preserve the natural forest or improve upon the natural beauty and to prevent soil erosion. No chain link fencing shall be allowed next to any road easement or right-of-way. Wire mesh or three rail board fencing shall be allowed.

16. Standard of Road Maintenance. All road easements shall be maintained to the level required by the Chatham County Ordinances for gravel roads. The owners of any property subjected to these restrictions, their heirs, successors and assigns, have the right to upgrade the standard of the road in whole or in part to meet county standards for paved roads or any other standard, but such owners shall be solely

responsible for the cost of such upgrading; and the other owners of affected property shall remain liable for the maintenance and repair of the road, but only to the extent that they would be liable had the standard of the road not been upgraded, unless such liability is imposed by unanimous assent of all affected land owners.

17. Road Maintenance Assessments. Every tract within the properties herein restricted and every tract that has been or is granted access through or along said properties shall be subjected to assessments from time to time for maintenance of the road easement depicted as Windy Ridge Road between points B and D in Plat Slide 88- 318. Each owner shall contribute the amount of fifty dollars (\$50.00) to the Big Woods Hills Homeowners Association upon the purchase of each tract, and shall contribute sums thereafter in accordance with this Paragraph. Assessments may be changed at any time by majority vote of all land owners maintaining said road.

The tract owners herein concerned shall meet at least annually, and in any event, whenever necessary. The owners shall be required to pay their pro rata share of the cost of maintenance of said easement based on number of lots owned as such costs become due.

A majority of the property owners responsible for the maintenance or repair of subject right-of-way between said points B and D shall have the power to file with the Register of Deed of Chatham County a Notice of Assessment Lien against any property for which maintenance or repair assessment has not been paid within 30 days of such assessment; such lien, however, shall be subordinate to any duly recorded first deed of trust.

The funds held by the Big Woods Hills Homeowners Association shall be owned jointly by all tract owners of the properties subject to providing road maintenance for Windy Ridge Road between said Points B and D. The funds shall be used for road maintenance and related expenses and for the costs of administering this fund. The fund shall not be subject to partition by any individual tract owner. No funds shall be disbursed except on the signatures of two owners duly elected by majority vote of all the owners of the Homeowners Association. The owners shall have one vote for each tract granted to them. The Homeowners Association may pass and enact such rules and by-laws as they will by majority vote so long as these are not inconsistent with these covenants or other legal restrictions.

Further, every tract within the properties herein restricted and every tract that has been or is granted access through said properties shall be subjected to assessments from time to time for maintenance of the road easement as required in Paragraph 16, above, according to the terms of the Road Maintenance Agreement recorded in Book 492, Page 168 of the Chatham County Registry, the terms of which are hereby incorporated by reference. Grantees herein restricted assume the full obligation of J. Daniel Butler and wife, Carol H. Butler as expressed in said Road Maintenance Agreement. The subject map is recorded in Plat Cabinet A, Slide 640 of the Chatham County Registry. Each owner shall contribute the amount of fifty dollars (\$50.00) to the existing Big Woods Homeowners Association upon purchase of each tract, and shall contribute sums thereafter in accordance with the Road Maintenance agreement referenced. Said assessments may be changed at any time by majority vote of all land owners subjected to said Agreement.

The funds held by the Big Woods Homeowners Association shall be owned jointly by all tract owners of the properties subject to the above referenced Road Maintenance Agreement, and shall be used only for road maintenance expenses and the cost of administering this fund. The fund shall not be subject to partition by any individual tract owner. No funds shall be disbursed except on the signatures of two owners duly elected by majority vote of all the owners of the Big Woods Homeowners Association. The owners shall have one vote for each tract granted to him.

18. Damage to Road. Any damage caused by driveway connections, by heavy truck or machinery, or by abuse of the easement shall be repaired at the expense of the owners responsible for the damage.

19. Expiration of Covenants; Amendments. These restrictions or any changes therein shall inure for the benefit of and run with the land and shall be binding on all parties or persons claiming

under the said Declarants, until January 1, 2019, at which time said restrictions shall terminate; however, the restrictions herein contained may be extended in whole or in part for any definite period by any written declaration of the owners of two-thirds (2/3) of the tracts within the restricted properties, provided that such declaration is recorded in the office of the Register of Deeds of Chatham County, North Carolina; provided further that any of the restrictions herein contained except Paragraph 16 may at any time be changed by mutual consent in writing of (a) the owners of all tracts on which restrictions are to be changed, and (b) the owners of two-thirds (2/3) of all the properties herein restricted.

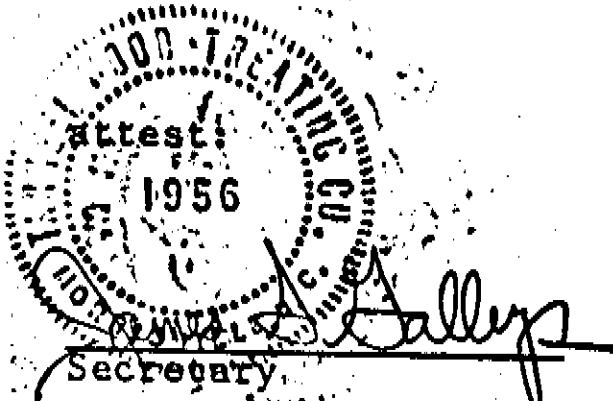
20. Invalidation. Invalidation of one of these restrictions or covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

21. Enforcement. Enforcement of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. These restrictions shall be construed in accordance with the laws of the state of North Carolina and may be enforced in any court of law or equity. The present owners of said property or any subsequent grantees of the property do hereby agree by accepting a deed or any other property interest for any portion of said property to be bound by the terms herein.

IN WITNESS WHEREOF, Tarheel Wood Treating Co., Inc. has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 13th day of September, 1988.

Tarheel Wood Treating Co., Inc.

By: *James S. Gallup*
President



Secretary

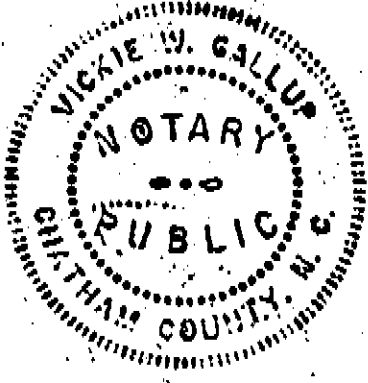
NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that James S. Gallup personally appeared before me this day and acknowledged that he is Secretary of Tarheel Wood Treating Co., Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal and attested by him as its Secretary.

Witness my hand and official seal, this 13th day of Sept. , 1988.

My commission expires: 4-3-91

Vickie W. Gallup
Notary Public



BRANCH BANKING and TRUST COMPANY, being the beneficiary of a certain deed of trust from Declarants herein, recorded in Book 519, Page 118, Chatham County Registry, which covers and encumbers the property herein subjected to these restrictions and covenants, does hereby join in and consent to these DECLARATIONS OF RESTRICTIONS AND EASEMENTS.

IN WITNESS WHEREOF, Branch Banking and Trust Company has caused this instrument to be signed in its name by its Vice-president, attested by its Assistant Secretary, and its corporate seal to be affixed, by order of its Board of Directors, this 14th day of September, 1988.



Branch Banking & Trust Co.

By: [Signature]
Vice-President

Attest: [Signature]
Assistant Secretary

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that [Signature] personally appeared before me this day and acknowledged that he is the Assistant Secretary of Branch Banking & Trust Co., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its vice-president, sealed with its corporate seal, and attested by himself as its assistant secretary.

Witness my hand and notarial stamp or seal, this 14 day of Sept., 1988.



[Signature]
Notary Public

NORTH CAROLINA, CHATHAM COUNTY

The foregoing certificate(s) of Vickie W. Gallup & Paula J. Whitley,

Notaryx (Notaries) Public is (are) certified

to be correct. This instrument was presented for registration at 3:25 o'clock P.M., on September 23,

1988, and recorded in Book 533, Page 40

FLEET BARDER REDDISH
Register of Deeds

By: [Signature]
Assistant

Joey Gunn
1260 Windy Ridge Rd.
Chapel Hill, NC 27517

BOOK 925 PAGE 938

BIG WOODS HILLS HOMEOWNERS ASSOCIATION 004474

1/65

Resolution Authorizing Upgrading of Windy Ridge Road and Assessments for Maintenance

The following Resolutions are duly adopted by the Members of Big Woods Hills Homeowners Association, a homeowners' association of property located in Chatham County, North Carolina, by a special ballot vote of all lot owners duly taken in accordance with the by-laws of the Association on August 12, 2001, and by a majority of the owners of the Association as provided by the Restrictive Covenants of the Association:

RESOLVED, that, in accordance with Paragraph 16 of the Restrictive Covenants for the Association, recorded in Book 533, page 40, Chatham County Registry, the Association agrees to upgrade that portion of Windy Ridge Road subject to those Covenants and road maintenance provisions contained therein by paving it; that the cost of paving has been agreed to and apportioned by the Members; and

IT IS FURTHER RESOLVED, that, in accordance with Paragraph 17 of the Restrictive covenants, the Members agree that all lots subject to the road maintenance assessment provisions of the Covenants shall be assessed a maintenance amount based on the improvement of Windy Ridge Road, except for the owners of Lots 17, 50, 53, and 54; that as to those lots, the present owners are to be exempt from any increased yearly road maintenance assessment resulting from the paving of the road, but that such owners shall pay for that portion of maintenance relating to the upkeep of the ditches, shoulders and non-paved portion of the road, in an amount determined from time to time by the Association, but in any event not to be more than the amount presently assessed for road maintenance; and that the exemption shall be for the period those lots are owned by their present owners, and at such time that the lots are sold, transferred or conveyed in any way, the subsequent owners shall pay the same assessments as are paid by the other lot owners;

AND IT IS FURTHER RESOLVED, that the Board of Directors or officers of the Association are authorized to execute or enter into contracts and agreements on behalf of the Association for the purpose of upgrading Windy Ridge Road.

Chad Leinbach
Chad Leinbach
2001/2002 BWHHOA Treasurer

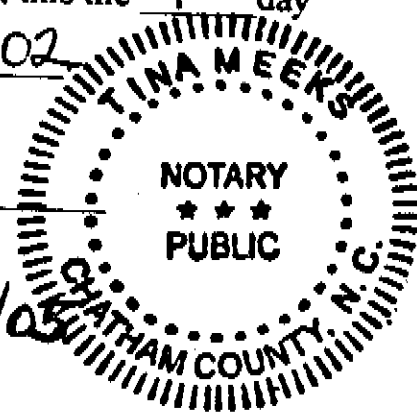
Joey Gunn
Joey Gunn
2001/2002 BWHHOA President

North Carolina, Chatham County
I, Tina Meeks, a Notary Public for said County and State, do hereby certify that
 Chad Leinbach, BWHHOA Treasurer
 Joey Gunn, BWHHOA President
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 4th day of April, 2002

Tina Meeks
Notary Public

My commission expires 10/29/05



FILED

2002 APR -4 A 8:47

MASS DEEDS REC. C.I.C.

NORTH CAROLINA, CHATHAM COUNTY

The foregoing Certificate(s) of Tina Meeks, Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration at 8:47 a.m. on April 4, 2002 and recorded in Book 925 Page 938.

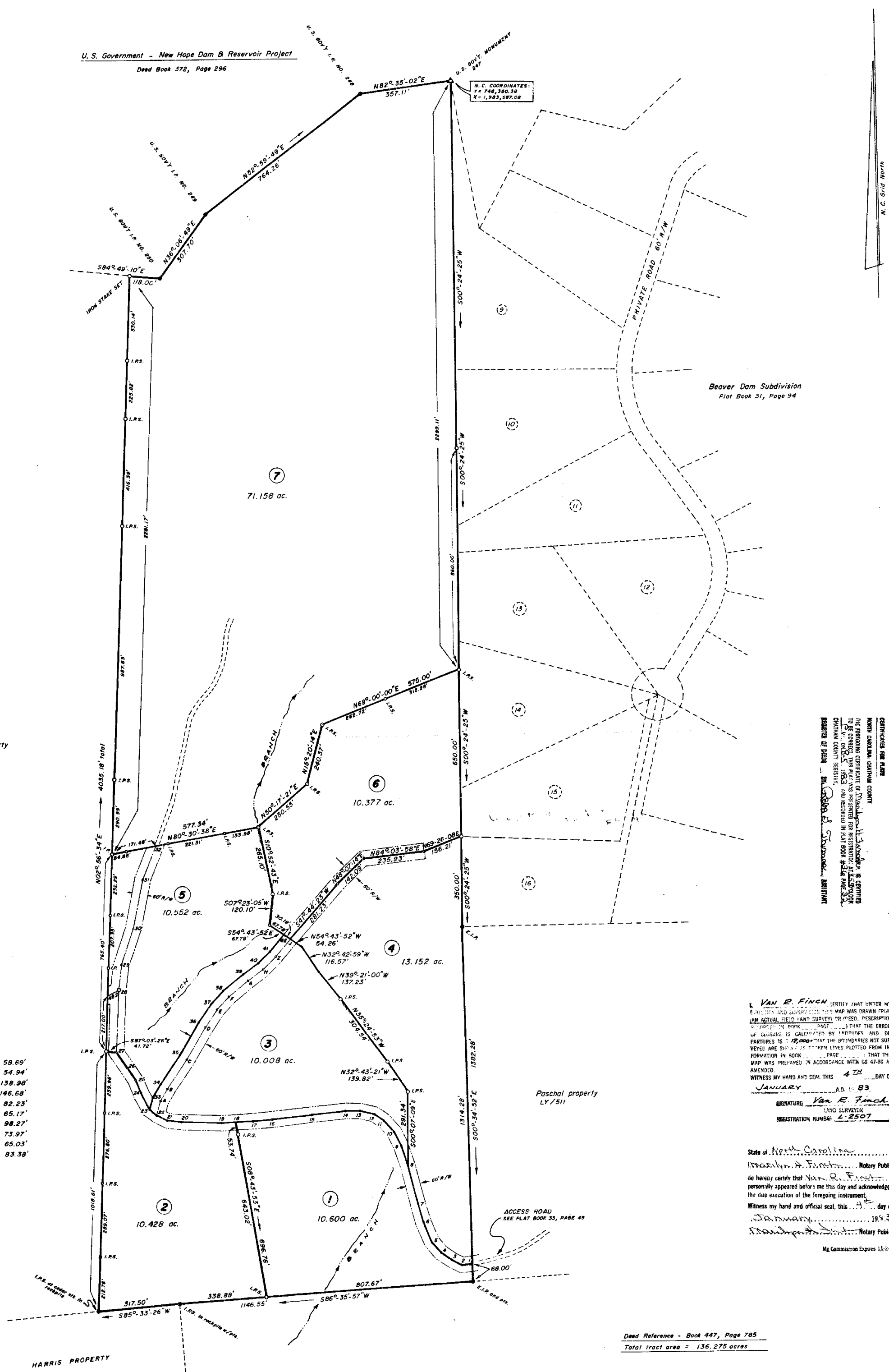
REBA G. THOMAS,
REGISTER OF DEEDS FOR CHATHAM COUNTY

By Verna E. Coe
Assistant - Register of Deeds

4:55 PM 36-32
 #13.52 8-5-83

U. S. Government - New Hope Dam & Reservoir Project
 Deed Book 372, Page 296

N. C. COORDINATES:
 Y = 748,350.58
 X = 1,982,887.08



CERTIFICATE OF REGISTRATION
 NORTH CAROLINA, CHATHAM COUNTY
 I, VAN R. FINCH, LAND SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING CERTIFICATE OF TITLE AND SURVEY WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE STATUTES OF CHATHAM COUNTY, N.C.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF NORTH CAROLINA

I, VAN R. FINCH, CERTIFY THAT UNDER MY CLOSE PERSONAL SUPERVISION THE MAP WAS DRAWN FROM AN ACTUAL FIELD LAND SURVEY OR FROM A PREVIOUSLY SURVEYED AND RECORDED MAP. I HEREBY CERTIFY THAT THE ERROR OF CLOSURE IS CALCULATED BY METHODS AND DEPARTURES IS 1/10,000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DOTTED LINES PLOTTED FROM INFORMATION IN BOOK ... PAGE ... THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED.
 WITNESS MY HAND AND SEAL THIS 4TH DAY OF JANUARY, A.D. 1983
 SIGNATURE: Van R. Finch
 LAND SURVEYOR
 REGISTRATION NUMBER: L-2507



State of North Carolina
 I, William S. Freeman, Notary Public, do hereby certify that Van R. Finch personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
 Witness my hand and official seal, this 4th day of January, 1983.
 William S. Freeman, Notary Public
 My Commission Expires 11-2-85

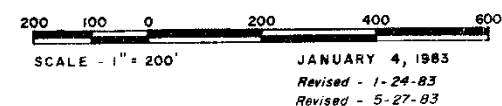


Deed Reference - Book 447, Page 785
 Total tract area = 136.275 acres

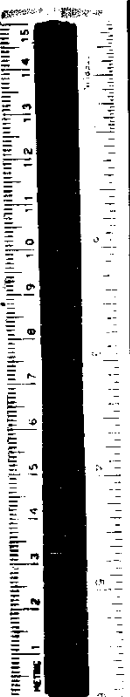
Survey For

TARHEEL WOOD TREATING CO., INC.

WILLIAMS TOWNSHIP CHATHAM COUNTY N. C.



VAN R. FINCH - LAND SURVEYS & PITTSBORO, N. C.



36-32

Acres determined by DMD method	
1	584° 01' 54" W 40.65'
2	N61° 01' 28" W 43.90'
3	N53° 40' 01" W 49.95'
4	N39° 22' 59" W 52.24'
5	N21° 13' 42" W 83.19'
6	N14° 39' 19" W 73.01'
7	N13° 38' 43" W 156.80'
8	N17° 37' 32" W 84.37'
9	N28° 19' 30" W 59.15'
10	N40° 43' 46" W 53.42'
11	N88° 35' 07" W 42.63'
12	N78° 05' 44" W 60.07'
13	N89° 08' 06" W 57.05'
14	S84° 57' 44" W 132.45'
15	S84° 31' 55" W 182.56'
16	S86° 04' 32" W 76.62'
17	S87° 54' 47" W 73.45'
18	S87° 54' 47" W 50.39'
19	N87° 27' 29" W 153.19'
20	N82° 10' 20" W 58.04'
21	N60° 55' 55" W 48.19'
22	N48° 44' 48" W 33.05'
23	N24° 58' 26" W 70.99'
24	N24° 31' 40" W 81.96'
25	N32° 07' 21" W 58.76'
26	N35° 31' 08" W 76.53'
27	N02° 56' 34" E 241.14'
28	N07° 14' 24" E 87.44'
29	N18° 04' 28" E 149.91'
30	N12° 26' 39" E 195.20'
31	N22° 12' 30" E 135.04'
32	
33	N16° 26' 36" E 48.80'
34	N51° 32' 53" E 59.70'
35	N30° 41' 23" E 158.76'
36	N36° 25' 55" E 85.57'
37	N43° 25' 31" E 69.40'
38	N51° 34' 54" E 100.86'
39	N53° 18' 39" E 72.44'
40	N45° 44' 40" E 61.92'
41	N41° 27' 16" E 79.00'
42	

Amendment to Declarations of Restrictions & Easements
Book 665 Page 175

NORTH CAROLINA

CHATHAM COUNTY

DECLARATIONS OF RESTRICTIONS
AND EASEMENTS

BOOK 462 PAGE 634

KNOW ALL MEN BY THESE PRESENTS:

That Tarheel Woodtreating Co., Inc., a North Carolina Corporation, is the owner of all that certain parcel of land containing 136.275 acres, more or less, depicted on the plat entitled Tarheel Woodtreating Co., recorded in Plat Book 36, Page 32 of the Chatham County Registry; and

WHEREAS, the individually numbered tracts shown on said plat are intended as dwelling sites and the Declarants hereof desire and intend that the several purchasers, owners, and mortgagees thereof, and all persons acquiring any interest therein now or hereafter shall at all times enjoy the benefits of and shall hold their individual parcels subject to the rights, easements, privileges, burdens, uses and privileges hereinafter set forth; and

WHEREAS, Declarants desire to provide for adequate maintenance of the road easement running through the subdivision as shown in Plat Book 36, Page 32 of the Chatham County Registry;

NOW THEREFORE, Tarheel Woodtreating Co. does hereby declare, covenant and agree that the following rights, easements, burdens, covenants, uses and privileges shall and do exist at all times hereafter among the several persons, firms, and corporations who may acquire title, own, purchase or mortgage all or any portion of said parcel of land containing 136.275 acres, more or less, according to the plat recorded in Plat Book 36, Page 32 of the Chatham County Registry in the manner and to the extent set forth herein, and that the declarations and restrictions contained herein shall be easements appurtenant to and running with the land binding upon and inuring to the benefit of the undersigned, all their grantees and their respective heirs, successors, personal representatives or assigns and each and every person owning or having an interest in any of said property as follows:

Prepared by and return to: Michael C. Smith, Attorney at Law,
533 Ellynn Dr., Cary, N. C. 27511

1. Except as provided within, only one single family residence may be constructed on any tract. Trailers or double-wides shall be permitted for a period of two years during the first five years of these covenants. After five years from the effective date of these covenants, no trailers or double-wides shall be placed or constructed on any tract. However, if the purchaser desires and can fulfil the requirements of the Chatham County Subdivision Ordinances and obtain the sanction of the Chatham County Planning Board or other government authorities, the construction of one additional single family residence on a single tract is not prohibited by these covenants. Tracts 1 through 6 as originally platted may be subdivided once provided that the Subdivision Ordinances and approved by the appropriate governmental authorities. Tract 7 as originally platted may be subdivided into not more than 14 lots provided that the resulting lots contain a minimum of five (5) acres and provided that the subdivision is performed in accordance with the Chatham County Subdivision Ordinances and approved by the appropriate governmental authorities.

2. All tracts and any buildings constructed thereon shall be used for residential purposes and shall not at any time be used for purposes of industry or manufacturing. Agrarian activities other than commercial hog or chicken farming and horse related activities shall be permitted. This shall not preclude crafts or a professional from having an office in his home.

3. No dwelling or residential structure shall be located on any building lot or site nearer to the front property line than 50 feet or nearer to the side rear property than 35 feet.

4. No single family principal dwelling shall be built, erected, altered or used unless the main body of the structure exclusive of garages, porches, breezeways, stoops and terraces shall contain at least 1,000 square feet of floor space. Measurements for computing floor space shall be made from outside wall lines.

5. No free roaming dogs shall be permitted.

6. No tract shall be used or maintained as a dumping ground for rubbish, and no junk or disabled motor vehicles shall be allowed on said property. Trash, garbage, or other waste shall not be kept except in sanitary containers which shall not be visible from the street unless shielded by a fence or fencing compatible in design and quality with surrounding structures.

7. Personal property such as boats, travel trailers, clotheslines, etc., shall be discreetly screened or unobtrusively located or stored at the rear of the lot.

8. No obnoxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or might become an annoyance to the neighborhood.

9. No hogs or fowl may be kept on any tract for commercial purposes, and no use of said property for any animals or fowl shall be made which shall be noxious to the adjoining property owners or to the neighborhood. Limited numbers of dogs, cats, horses, ponies, cattle and household pets may be kept on homesites under reasonable regulations of control and sanitation.

10. Any structure for the keeping of animals shall be located at least 200 feet from the nearest right of way line of any street, road or easement and at least 100 feet from any adjacent property line. No structure for said purpose shall be located between any dwelling constructed on any tract and any street or road.

11. All tracts that may be hereafter conveyed shall be accepted subject to any easement or rights of way that may have been previously granted for power, light, telephone and drainage facilities.

12. Declarant reserves the right to install and maintain and to license or permit the installation and maintenance of services and all utilities on and under the rear eight feet of any lot and on and under the three feet thereof adjacent to any side lot line, and in, under, and over streets and rights of ways.

13. No right of way or access easement shall be granted

BOOK 462 PAGE 637

for the benefit of any tract within the above described plat except that declarants reserve the right to grant access to any existing easement or extension thereof within the above described plat without consent of or remuneration to any lot owner benefitted by such easement.

14. All individual water supply systems, and sewerage disposal systems shall be constructed and equipped in accordance with specifications of the Chatham County Health Department or other agency having jurisdiction thereof.

15. Landscaping of areas not used for structures upon any tract shall be done in a manner so as to preserve the natural forest or improve upon the existing natural beauty and prevent soil erosion.

16. The road easement between lots 1, 2, 3, and 4 as shown on the above described plat and between lots 3 and 5 as shown on the plat and any extension of the road easement shall be maintained to the level required by the Chatham County Subdivision Ordinances except that gravel of similar grade and quality as that required may be substituted.

17. Every tract within the subdivision and every tract that has been granted access through the Subdivision according to Plat Book 36 , Page 32 of the Chatham County Registry shall be subject to assessment from time to time for maintenance of the Private road as described in Article 16 within and as extended within the Subdivision by grant of easement or otherwise. Each owner regardless of the number of tracts owned shall contribute the sum of \$100.00 to a fund to be known as the Big Woods Maintenance Fund upon the purchase of any tract, and shall contribute a like sum annually to be used for road maintenance expense. The annual road maintenance assessment may be increased at any time by majority vote, as hereinafter defined, but the annual assessment may be waived only by unanimous vote of the tract owners of the Subdivision and every tract that has been granted access through the Subdivision. The owners of each tract shall be responsible as follows for any cost of road maintenance which exceeds the funds held in the Road Maintenance Fund, provided that these funds may be used for

road maintenance expenses approved by majority vote, as hereinafter defined:

- a. Cost of maintenance of the easement between lots 1,2,3, and shall be born equally by all lot owners that have been granted access thereto;
- b. Cost of maintenance of the easement between lots 3,4,5, and 6 or subdivisions thereof shall be born equally by owners of lots 1, 4, and 6 or their subdivisions, unless either lot 3 or lot 5 or any subdivision thereof uses this segment for access, then the cost shall be borne equally by all who use this segment for access.
- c. Cost of maintenance of the easement between lots 2, 5 and 7 or subdivisions thereof shall be born equally by owners of lots 2, 5 and 7 or their subdivisions.

The Big Woods Maintenance Fund shall be owned jointly by all the tract owners of the Subdivision and of every tract that has been granted access through the Subdivision according to Plat Book 36, Page 32 of the Chatham County Registry, as extended within the Subdivision by grant of easement or otherwise, and shall be used only for road maintenance expenses and shall not be subject to partition by any individual tract owner. There shall be created, for the purpose of holding and administering such funds, the Big Woods Homeowners' Association which shall have the power to file with the Register of Deeds of Chatham County a Notice of Assessmeny Lien against any lot according to Plat Book 36, Page 32 of the Chatham County Registry for which the annual maintenance assessment has not been paid by February 1st of any year, and such lien shall continue until the assessment is paid. Such lien shall be subordinate, however, to any duly recorded first Deed of Trust. The Big Woods Homeowners' Association shall be comprised of all lot owners who have been granted access through the subdivision according to Plat Book 36, Page 32 of the Chatham County Registry or as extended within the Subdivision by grant of easement or otherwise, and shall be charged with the responsibility of maintaining the Private Road as described in article 17, above or as extended within the subdivision and any other private roads consructed by it for the common benefit of all lot owners.

All decisions shall be made by majority vote (except that a two-thirds majority shall be required for the levy of assessments or expenditures of monies), at a meeting of the lot owners . The owners of each tract shall have one vote for each tract owned in the proceedings of the association. The Association shall organize , elect officers, and operate freely within the restrictions herein contained. The Association is hereby authorized to join with and agree to any combined association with any other person or organization to provide for more efficient maintenance of the roadway herein concerned.

18. Any damage caused by driveway connections, by heavy trucks or machinery, or by abuse of the easement shall be repaired at the expenses of the owners responsible for the damage.

19. These restrictions or any changes therein shall inure for the benefit of and run with the land and shall be binding on all parties or persons claiming under the said Declarant, until January 1, 2000, at which time the said restrictions shall terminate; however, the restrictions herein contained may be extended in whole or in part for any definite period of time by a written declaration of the owners of two-thirds of the tracts within this area and their permissible subdivisions provided that such declaration is recorded in the office of the Register of Deeds of Chatham County, North Carolina, provided further that any of the restrictions herein contained may at any time be changed by mutual consent in writing of (a) the owners of all the tracts adjoining on which such restrictions are to be changed , and (b) the owners of two-thirds of all th tracts within the area coverd by these restrictions.

20. Invalidation of one of these covenants or restrictions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force effect.

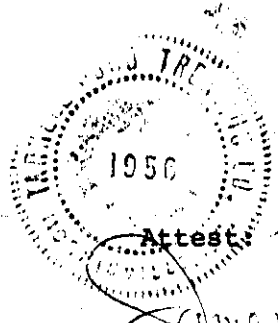
21. Enforcement of these covenants or restrictions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

22. These restrictions and easements shall be construed in accordance with the laws of the state of North Carolina and may be enforced in any Court of Law or Equity, and the present owner of said property or any subsequent grantees of the property do hereby agree by accepting a deed or any other property interest for any portion of said property to be bound by the terms herein.

IN WITNESS WHEREOF, Tarheel Woodtreating Co., Inc., owner of said property, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 9th day of August, 1983.

Tarheel Woodtreating Co., Inc.

by: L. Edward Gallop
President



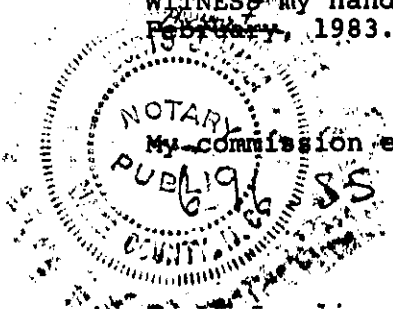
Attest:
James S. Gallop
(asst.) Secretary

NORTH CAROLINA

WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that James S. Gallop personally came before me this day and acknowledged that he is (asst.) Secretary of Tarheel Woodtreating Co., Inc., a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by L. Edward Gallop as its (asst.) Secretary.

WITNESS my hand and official seal, this 9th day of August, 1983.



Doris J. Hamm
Notary Public

NORTH CAROLINA, CHATHAM COUNTY

The foregoing certificate(s) of Doris J. Hamm, Notary Public

..... is (are) certified

to be correct. This instrument was presented for registration at 3:41 o'clock P.M., on August 9

19 83, and recorded in Book 462, Page 634

FLEET BARBER REDDISH
Register of Deeds
OWEN C. BURN CO. 34127

By: Doris J. Hamm
Assistant/Deputy

Prepared by and
Return to: *Judith A. Ryzman*

BOOK 665 PAGE 175

113208

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

AMENDMENT TO DECLARATION OF
RESTRICTIONS, AND EASEMENTS

THIS DECLARATION, made this 26th day of April, 1995 by Tarheel Wood Treating Co., Inc., a North Carolina Corporation, and David Alan Long and wife, Melanie Culver-Long, Declarant;

WITNESSETH:

WHEREAS, Declarant Tarheel Wood Treating Co., Inc. has caused a Declaration of Restrictions and Easements recorded in Book 462, Page 634, Chatham County Registry, for that certain parcel of land containing 136.275 acres, more or less, depicted on that plat entitled Tarheel Wood Treating Co., Inc. recorded in Plat Book 36, Page 32 of the Chatham County Registry, and

WHEREAS, Declarant wishes to amend said Declaration, and whereas David Alan Long and wife, Melanie Long wish to join in said amendments;

NO, THEREFORE Declarant declares that the following amendments shall apply and control. All other provisions set out in Book 462, Page 634 shall remain in full force and effect. This agreement shall constitute a restriction and covenant to run with the land, as provided by law, and shall be binding on all parties owning said property and all persons claiming under them or through them and shall be for the benefit of and in limitation on all future owners and residents of said property.

1 Paragraph 1 shall be amended as follows:

No trailers or double wides shall be placed or constructed on any tract at any time. An additional single family residence may be placed on the tract, provided that it is for family and/or servants, and meets all other requirements of Chatham County and these restrictions.

2 Paragraph 2 shall be amended as follows:

Agrarian activities except for commercial hog or chicken farming shall be permitted. Horse related activities shall be permitted.

3 Paragraph 4 shall be amended as follows:

No single family principal dwelling shall be built, erected, altered or used unless the main body of the structure exclusive of garages, porches, breezeways, stoops and terraces shall contain at least 1,500 square feet of floor space. Measurements for computing floor space shall be made from outside wall lines.

4 Paragraph 10 shall be amended as follows:

Any structure for the keeping of animals shall be located at least 100 feet from the nearest right of way line of any street, road or easement and at least 100 feet from any adjacent property line.

5 Paragraph 17(b) shall be amended as follows:

Cost of maintenance of the easement between lots 3,4,5, and 6 or subdivisions thereof shall be born equally by owners of lots 4 and 6 or their subdivisions, unless either lot 3 or lot 5 or any subdivision thereof uses this segment for access, then the cost shall be borne equally by all who use this segment for access.

6 Paragraph 19 shall be amended as follows:

These restrictions or any changes therein shall inure for the benefit of and run with the land and shall be binding on all parties or persons claiming under the said Declarant, until January 1, 2025 unless extended or amended as provided herein or in Paragraph 19 Book 462 Page 634.

7 All owners shall pay an annual assessment for Gallup Road as established for Big Woods Hills Subdivision, to Big Woods Hills Homeowners Association.

8 All other provisions of Book 462, Page 634 shall apply and control.

FILED
REBA G. THOMAS
REGISTER OF DEEDS
CHATHAM COUNTY, NC

MAY 1 10 00 AM '95

RECORD OF POOR QUALITY
DUE TO CONDITION OF
ORIGINAL DOCUMENT

IN WITNESS WHEREOF, the Declarants have caused this instrument to be executed on the day and year first above written.

Tarheel Wood Treating Co., Inc.

J. Edward Gallup (SEAL)
President

ATTEST James Gallup
Secretary

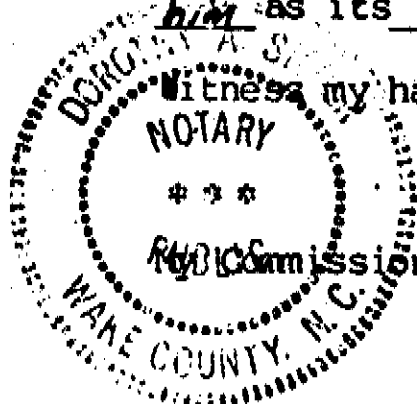
David Alan Long (SEAL)
David Alan Long

Melanie Culver-Long (SEAL)
Melanie Culver-Long

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that JAMES S GALLUP personally came before me this day and acknowledged that she is himself Secretary of Tarheel Wood Treating Co., Inc. a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President. sealed with its corporate seal and attested by him as its Secretary

Witness my hand and official seal, this 26th day of APRIL 1995



Dorothy A. Sieger
Notary Public

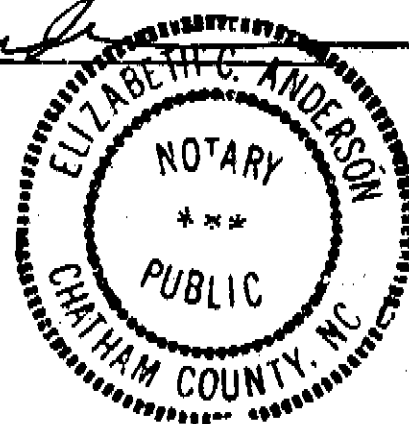
STATE OF NORTH CAROLINA
COUNTY OF Chatham

I, a Notary Public of the County and State aforesaid, certify that David Alan Long and Melanie Culver-Long personally came before me this day and acknowledged the execution of the foregoing instrument

Witness my hand and official seal, this 29 day of April 1995

My Commission Expires 4-30-96

Elizabeth C. Anderson
Notary Public

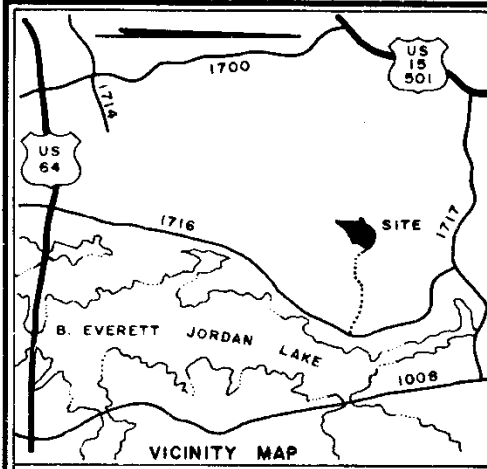


NORTH CAROLINA, CHATHAM COUNTY

The foregoing Certificate(s) of Dorothy A. Sieger and Elizabeth C. Anderson, Notary(ies) Public, is(are) certified to be correct. This instrument was presented for registration at 10:00 o'clock a.m. on May 1, 1995, and recorded in Book 665, Page 175.

Reba G. Thomas, REGISTER OF DEEDS FOR CHATHAM COUNTY

By Camille N. Cunniff Assistant - Register of Deeds



CENTERLINE COURSES OF STREAM

1	2	N 61° 01' - 27" W	33.69'
2	3	S 48° 08' - 03" W	77.50'
3	4	S 04° 15' - 23" W	64.41'
4	5	S 34° 57' - 15" W	77.93'
5	6	S 71° 35' - 11" W	87.68'
6	7	S 55° 07' - 25" W	85.78'
7	8	S 22° 06' - 29" W	50.39'
8	9	S 55° 32' - 54" W	96.14'
9	10	S 76° 45' - 24" W	69.06'
10	11	S 44° 40' - 11" W	81.90'
11	12	S 33° 57' - 44" W	86.08'
12	13	S 58° 14' - 24" W	37.33'
13	14	S 33° 00' - 37" W	123.20'
14	15	S 71° 15' - 49" W	63.58'
15	16	S 44° 37' - 51" W	87.21'
16	17	S 22° 40' - 31" W	111.32'
17	18	S 61° 36' - 28" W	102.62'
18	19	S 34° 27' - 31" W	30.83'
19	20	S 06° 44' - 55" W	43.63'
20	21	S 27° 29' - 13" W	62.40'
21	22	S 67° 33' - 22" W	43.44'
22	23	N 88° 45' - 03" W	33.15'
23	24	S 70° 32' - 28" W	41.05'
24	25	S 31° 56' - 46" W	43.60'
25	26	S 05° 04' - 26" E	24.38'
26	27	S 35° 42' - 31" W	97.86'
27	28	S 17° 58' - 02" W	78.90'
28	29	S 40° 36' - 51" W	44.84'
29	30	S 72° 39' - 17" W	25.26'
30	31	S 29° 37' - 23" W	55.25'
31	32	S 58° 58' - 08" W	80.49'

CENTERLINE COURSES FOR GALLUP ROAD

33	34	N 67° 24' - 43" E	96.32'
34	35	N 60° 45' - 13" E	62.75'
35	36	N 53° 55' - 52" E	80.01'
36	37	N 49° 00' - 39" E	85.07'
37	38	N 47° 09' - 20" E	106.52'
38	39	N 45° 04' - 17" E	159.27'
39	40	N 44° 21' - 47" E	125.26'
40	41	N 37° 08' - 24" E	83.21'
41	42	N 25° 33' - 50" E	63.30'
42	43	N 17° 11' - 17" E	106.14'
43	44	N 14° 38' - 46" E	35.99'
44	45	N 17° 11' - 31" E	98.15'
45	46	N 28° 19' - 20" E	99.05'
46	47	N 48° 09' - 33" E	48.36'
47	48	N 48° 09' - 33" E	16.99'
48	49	N 62° 51' - 42" E	73.31'
49	50	N 75° 12' - 23" E	74.50'
50	51	N 89° 42' - 46" E	78.84'
51	52	S 81° 18' - 59" E	102.42'
52	53	S 79° 18' - 23" E	276.96'
53	54	S 81° 30' - 55" E	94.33'
54	55	S 85° 09' - 56" E	142.40'
55	56	S 87° 13' - 34" E	161.63'
56	57	S 72° 51' - 23" E	117.97'
57	58	S 48° 26' - 02" E	65.92'

NOTE:
ALL AREAS SHOWN INCLUDE EASEMENTS AND RIGHTS-OF-WAY.

OWNER:
EDWARD GALLUP
TARHEEL WOOD TREATING CO., INC.
P.O. BOX 124
MORRISVILLE, NC 27560
TOTAL AREA = 52.776 ACRES

PIN 9784-63-6811
PIN 9784-41-3378

REFERENCE:
DEED BOOK 477, PAGE 627
DEED BOOK 519, PAGE 114
PLAT CABINET A, SLIDE 110

NOTE:
AREAS DETERMINED BY THE DMC METHOD.

LEGEND:
○ I.P.S. - Iron Pipe Set
● E.I.P. - Existing Iron Pipe

N. C. GRID NORTH (P.B. 14, Pg. 15)

E. M. HARRIS, JR.
D.B. 468, Pg. 762

TARHEEL WOOD TREATING COMPANY, INC.
D.B. 519, Pg. 114

NOTE:
WATER HAZARD BUFFER SHOWN SHALL EXTEND 50 FEET LANDWARD FROM THE BANK OF THE STREAM. RESIDENTIAL STRUCTURES OR SEPTIC SYSTEMS SHALL NOT BE LOCATED WITHIN THIS AREA.

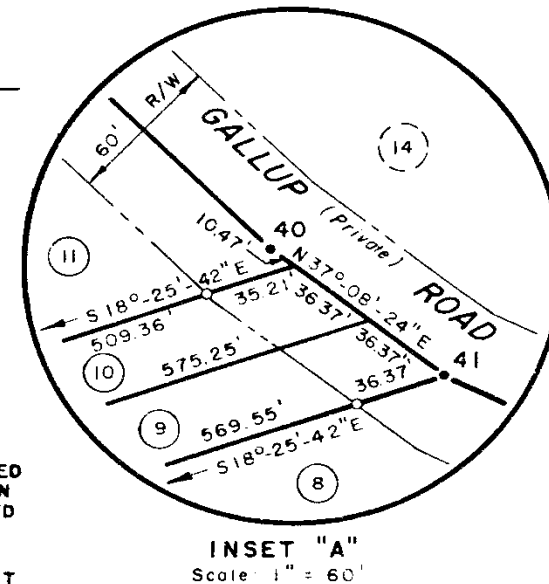
CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF CHATHAM COUNTY WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS NOTED IN THE MINUTES OF THE PLANNING BOARD, AND THAT IT HAS BEEN APPROVED BY THE BODY FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS.

1 14 1987
[Signature]
CHAIRMAN
CHATHAM COUNTY PLANNING BOARD

CERTIFICATES FOR PLATS
NORTH CAROLINA, CHATHAM COUNTY

THE FOREGOING CERTIFICATE OF VAN R. FINCH, N.P. IS CERTIFIED TO BE CORRECT. THIS PLAT WAS PRESENTED FOR REGISTRATION AT 10:00 O'CLOCK P.M. ON 11/22/87 AND RECORDED IN PLAT SLIDE 88-81, CHATHAM COUNTY REGISTRY.
REGISTER OF DEEDS BY: *[Signature]*, ASSISTANT



STEFAN BASLADYNSKI
D.B. 492, Pg. 239

CERTIFICATION OF GENERAL APPROVAL FOR INSTALLATION OF SUBSURFACE SEWAGE DISPOSAL SYSTEMS

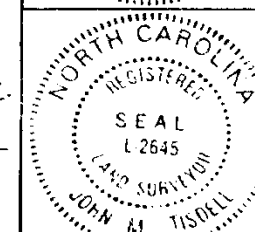
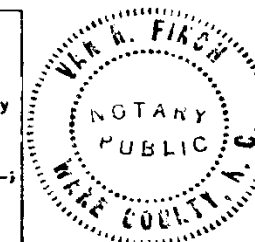
GENERAL APPROVAL IS HEREBY GRANTED FOR LOTS PROPOSED HEREON AS BEING SUITABLE FOR SUBSURFACE SEWAGE DISPOSAL.

BEFORE THE INITIATION OF CONSTRUCTION, THE LOCATION OF THE HOUSE OR OTHER STRUCTURE AND PLANS FOR THE SUBSURFACE SEWAGE DISPOSAL SYSTEM SHALL BE APPROVED BY THE LOCAL HEALTH AUTHORITY.

Dec 8 1987
[Signature]
LOCAL HEALTH AUTHORITY

I, John M. Tisdell, certify that this map was (drawn by me) (as a surveyor) (under my supervision) from an actual survey made under my supervision; that the ratio of precision as calculated by latitudes and departures is 1/3608 (that the boundaries not surveyed are shown as broken lines plotted from information found in Book 35, Page 3608); that this map was prepared in accordance with G.S. 47-30 as amended. Witness my hand and seal this 7th day of December, 1987.

[Signature]
Surveyor
L-2645
Registration Number



I, Van R. Finch (Notary Public) do hereby certify that John M. Tisdell, RLS personally appeared before me this day and acknowledged the due execution of the foregoing document.

Witness my hand and official seal this the 7th day of December, 1987.

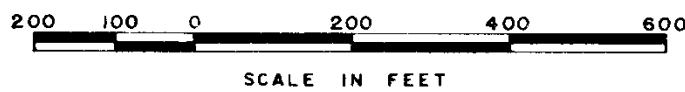
[Signature]
Notary Public
My Commission Expires January 15, 1990

BIG WOODS HILLS (SECTION II)

WILLIAMS TOWNSHIP
CHATHAM COUNTY, N. C.

VAN R. FINCH - LAND SURVEYS
p.o. box 973 pittsboro, n.c. 27312

SCALE: 1" = 200' DATE: DECEMBER 7, 1987



PROJECT NUMBER P87-128M

88-81

NORTH CAROLINA
CHATHAM COUNTY

Return: Michael C. Smith
533 Ellynn Drive, Cary, N. C. 27511

DECLARATIONS OF RESTRICTIONS
AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

BOOK 540 PAGE 345

THAT Tarheel Wood Treating Co., Inc., a North Carolina Corporation is the owner of that certain parcel of land described as Big Woods Hills, Section II, Lots 9, 10 and 12 as depicted in Plat Slide 88- 81 ; and,

WHEREAS, the property is intended for dwelling sites, and the Declarants desire and intend that the several purchasers, owners and mortgagees thereof, and all persons acquiring an interest therein, now or hereafter, shall at all times enjoy the benefits of and shall hold their individual parcels subject to the rights, easements, privileges, burdens, and uses herein set forth; and

WHEREAS, Declarants desire to provide for adequate maintenance of the road easement serving the properties;

NOW THEREFORE, Declarants do hereby declare, covenant, and agree that the following rights, easements, burdens, covenants, uses and all privileges shall and do exist at all times hereafter among the several persons, firms, corporations or other legal entities who may acquire title, own, purchase or mortgage all or any portion of the property depicted as Lots 9, 10 or 12 on Plat Slide 88- 81 , Chatham County Registry; in the manner and to the extent set forth herein; and the declarations and restrictions contained herein shall be easements appurtenant to and running with the land, binding upon and inuring to the benefit of the undersigned, all their grantees, and their respective heirs, successors, personal representatives or assigns and each and every person owning or having an interest in any of said property as follows:

1. Use of Property. Except as provided herein only one single family residence may be constructed on any tract. Trailers and double-wides shall not be permitted to be set up on the property. Apartments for relatives or domestic servants shall be permitted if attached to the principal residential structure or if incorporated into a detached garage.

2. Residential Activity. All tracts and any buildings constructed thereon shall be used for residential purposes, and shall not at any time be used for purposes of industry or manufacturing. This shall not preclude a professional from an office in his home or crafts. Subject to the other terms and conditions contained within these restrictions, agrarian and horse related activities shall be permitted. Commercial hog or chicken farming shall not be permitted.

3. Setback and Clearing. No dwelling or structure of any type whatsoever shall be located on any building lot or site nearer to the front property line than fifty (50) feet or nearer to the side or rear property lines than thirty-five (35) feet. No more than 2½ acres in five shall be cleared. No clearing shall be allowed within fifty (50) feet of any road easement. Reasonable clearing for construction and maintenance of structures shall be permitted. Clearing shall be allowed on Lot 32, herein restricted, as necessary for the installation and maintenance of an approved septic system within fifty (50) feet of a road easement.

4. Square Footage. No single family principal dwelling shall be built, erected, altered or used unless the main body of the structure, exclusive of garages, porches, breezeways, stoops and terraces shall contain at least 1,350 square feet of floor space. The ground floor area of the main residential structure shall not contain less than 900 square feet. No residential structure shall exceed two and one-half (2½) stories. Measurement for computing floor space shall be made from outside wall lines.

5. Dogs. No free roaming dogs shall be permitted.

6. Garbage and Debris. No tract or lot shall be used or maintained as dumping ground for rubbish, and no junk or disabled motor vehicles

01192

shall be allowed on said property. Trash, garbage or other waste shall not be kept except in sanitary containers which shall not be visible from the street unless shielded by a fence or fencing compatible with surrounding structures.

7. Screening. Personal property such as boats, travel trailers, large trucks, clotheslines, etc. shall be discreetly screened or unobtrusively located or stored at the rear of the lot.

8. Obnoxious Activity. No obnoxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may or might become an annoyance to the neighbors.

9. Animals. No hog may be kept on any tract or lot. No use of said property for any animals or fowl shall be made which shall be noxious to the adjoining property owners or the neighborhood. Limited numbers of household pets may be kept on homesites under reasonable regulations of control and sanitation. Ten (10) chickens shall be permitted per tract or lot, so long as they are confined in pens. Cattle shall be allowed on the basis of one cow per two acres of cleared pasture. One horse may be kept per one acre of cleared pasture.

10. Barns. Any structure for keeping of animals shall be permitted but must be located at least seventy-five (75) feet from the nearest right-of-way line of any street, road or easement and at least thirty-five feet away from any adjacent property line. No structure for said purpose shall be located between any dwelling constructed on any tract and any street, road or right-of-way.

11. Easement Grant. Declarants grant a perpetual, permanent, irrevocable easement, sixty (60) feet in width, to run with the land and to survive these covenants to lots 9, 10, and 12 as depicted on Plat Slide 88-81 for the purposes of ingress, egress and regress from S.R. 1716, the centerline of which runs between points A and E as shown on Plat Slide 88-318, Chatham County Registry.

12. Existing and Reserved Easements. All tracts that may be hereafter conveyed shall be accepted subject to any easement or right-of-way that may have been previously granted for power, light, telephone, drainage facilities or any other purpose. Declarants reserve the right to install and maintain and to license or permit the installation and maintenance of services and all utilities on, under and along the fifteen (15) feet adjacent to any property lines or road easement and in, under and over streets, road easements and rights-of-way. This reservation of easement is perpetual, running with the land, regardless of the expiration of these covenants.

13. Assignment of Easements. Declarant, Tarheel Wood Treating Co., Inc., reserves the right to assign any existing easement, or any easement or reserved strip to benefit lands not currently benefitted or burdened by said easement, without consent of or remuneration to any lot owner burdened or benefitted by such easement. No other rights-of-way or access easements shall be granted for the benefit of any tract outside the properties covered by these covenants.

14. Compliance with Health Regulations. All individual water supply systems and sewage disposal systems shall be constructed in accordance with specifications of the Chatham County Health Department or any other agency having jurisdiction thereof.

15. Landscaping. Landscaping or areas not used for structures upon any tract or lot shall be done in a manner so as to preserve the natural forest or improve upon the natural beauty and to prevent soil erosion. No chain link fencing shall be allowed next to any road easement or right-of-way. Wire mesh or three rail board fencing shall be allowed.

16. Standard of Road Maintenance. All road easements shall be maintained to the level required by the Chatham County Ordinances for gravel roads. The owners of any property subjected to these restrictions, their heirs, successors and assigns, have the right to upgrade the standard of the road in whole or in part to meet county standards for paved roads or any other

standard, but such owners shall be solely responsible for the cost of such upgrading; and the other owners of affected property shall remain liable for the maintenance and repair of the road, but only to the extent that they would be liable had the standard of the road not been upgraded, unless such liability is imposed by unanimous assent of all affected land owners.

17. Road Maintenance Assessments. Every tract within the properties herein restricted and every tract that has been or is granted access through said properties shall be subjected to assessments from time to time for maintenance of the road easement.

Owners of these lots shall be responsible for the maintenance of Windy Ridge Road between points B and D in Plat Slide 88-318 according to Paragraph 17 of the Declarations of Restrictions and Easements recorded in Book 533, Page 40, Chatham County Registry. Such owners shall be subject to the terms therein as they relate to the maintenance of the road between said points B and D as if these terms were fully set out herein together with the rights, benefits and burdens therein contained as they relate to the maintenance of Windy Ridge Road between said points B and D. Each owner shall contribute the amount of fifty dollars (\$50.00) to the referenced Big Woods Hills Homeowners Association upon the purchase of each tract.

Owners of these lots shall be responsible for the maintenance of Windy Ridge Road between points C and E in Plat Slide 88-318 according to Paragraph 17 of the Declarations of Restrictions and Easements recorded in Book 540, Page 34c, Chatham County Registry. Such owners shall be subjected to the terms therein as they relate to the maintenance of the road between said points C and E as if these terms were fully set out herein together with the rights, benefits and burdens therein contained as they relate to the maintenance of Windy Ridge Road between said points C and E. Each owner shall contribute the amount of fifty dollars (\$50.00) to the referenced Windy Ridge Homeowners Association upon the purchase of each tract.

Owners of these lots shall not be responsible for the maintenance of the road as depicted between points A and B as depicted in Plat Slide 88-318 as maintenance for this section is already provided for by Agreement recorded in Book 492, Page 168 of the Chatham County Registry.

18. Damage to Road. Any damage caused by driveway connections, by heavy truck or machinery, or by abuse of the easement shall be repaired at the expense of the owners responsible for the damage.

19. Expiration of Covenants; Amendments. These restrictions or any changes therein shall inure for the benefit of and run with the land and shall be binding on all parties or persons claiming under the said Declarants, until January 1, 2019, at which time said restrictions shall terminate; However, the restrictions herein contained may be extended in whole or in part for any definite period by any written declaration of the owners of two-thirds (2/3) of the tracts within the restricted properties, provided that such declaration is recorded in the Office of the Register of Deeds of Chatham County, North Carolina; provided further that any of the restrictions herein contained except Paragraph 16 may at any time be changed by mutual consent in writing of (a) the owners of all tracts on which restrictions are to be charged, and (b) the owners of two-thirds (2/3) of all the properties herein restricted.

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

21. Enforcement. Enforcement of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. These restrictions shall be construed in accordance with the laws of the state of North Carolina and may be enforced in any court of law or equity. The present owners of said property or any subsequent grantees of the property do hereby agree by accepting a deed or any other property interest for any portion of said property to be bound by the terms herein.

IN WITNESS WHEREOF, Tarheel Wood Treating Co., Inc. has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors this 22nd day of March, 1989.

Tarheel Wood Treating Co., Inc.

By: James S. Gallup
President

(corporate seal)

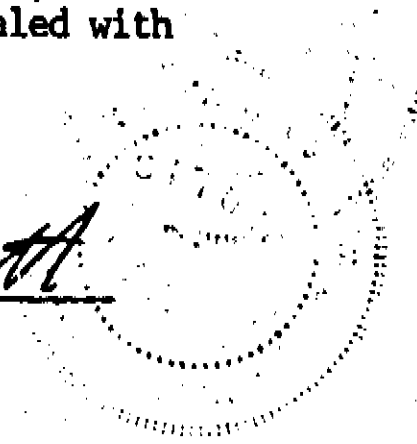
attest:
James S. Gallup
Secretary

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that James S. Gallup personally appeared before me this day and acknowledged that he is Secretary of Tarheel Wood Treating Co., Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal and attested by him as its Secretary.
Witness my hand and official seal, this 22nd day of March, 1989.

My commission
expires: 2-12-91

Michael C. S. H.
Notary Public



BRANCH BANKING and TRUST COMPANY, being the beneficiary of a certain deed of trust from Declarants herein, recorded in Book 519, Page 188, Chatham County Registry, which covers and encumbers the property herein subjected to these restrictions and covenants, does hereby join in and consent to these DECLARATIONS OF RESTRICTIONS AND EASEMENTS.

IN WITNESS WHEREOF, Branch Banking and Trust Company has caused this instrument to be signed in its name by its Vice-President, attested by its Assistant Secretary, and its corporate seal to be affixed by order of its Board of Directors, this 22nd day of March, 1989.

Branch Banking & Trust Co.

(corporate seal)

By: [Signature]
Vice-President

Attest:

[Signature]
Assistant Secretary

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Lynn Butler personally appeared before me this day and acknowledged that he is the Assistant Secretary of Branch Banking & Trust Co., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice-President, sealed with its corporate seal, and attested by himself as its Assistant Secretary.

Witness my hand and notarial stamp or seal, this 22-day of March, 1989.

My commission
expires: 2-12-91

[Signature]
Notary Public

NORTH CAROLINA, CHATHAM COUNTY

The foregoing certificate(s) of Michael C. Smith,
Notary (Notaries) Public is (are) certified
to be correct. This instrument was presented for registration at 11:35 o'clock A.M., on March 24,
1989, and recorded in Book 540, Page 345

Reba G. Thomas
Register of Deeds

By: [Signature]
Assistant

0492
0643

- Land Subbers
206 Sunset Blvd
Blair Summit Ct
Chapel Hill NC 27514

NORTH CAROLINA
CHATHAM COUNTY

DECLARATIONS OF RESTRICTIONS
AND EASEMENTS

BOOK 492 PAGE 643

KNOW ALL MEN BY THESE PRESENTS:

THAT Michael W. Hubbard and James Cary Warrenfells, both of North Carolina, are the owners of all that certain parcel of land described in Book 475, Page 298, of the Chatham County Registry; and

WHEREAS, the property is intended for dwelling sites, and the Declarants hereof desire and intend that the several purchasers, owners, and mortgagees thereof, and all persons acquiring any interest therein, now or hereafter, shall at all times enjoy the benefits of and shall hold their individual parcels subject to the rights, easements, privileges, burdens, and uses hereinafter set forth; and

WHEREAS, Declarants desire to provide for adequate maintenance of the road easement running through the properties;

NOW THEREFORE, Declarants do hereby declare, covenant, and agree that the following rights, easements, burdens, covenants, uses and all privileges shall and do exist at all times hereafter among the several persons, firms, corporations or other legal entities who may acquire title, own, purchase or mortgage all or any portion of the property described in Book 292, Page 305 of the Chatham County Registry in the manner and to the extent set forth herein; and the declarations and restrictions contained herein shall be easements appurtenant to and running with the land, binding upon and inuring to the benefit of the undersigned, all their grantees, and their respective heirs, successors, personal representatives or assigns and each and every person owning or having an interest in any of said property as follows:

1. Use of Property. Except as provided within, only one single family residence may be constructed on any tract. Trailers and double-wides shall not be permitted to be set up on the property. Apartments for relatives or domestic servants shall be permitted if attached to the principal residential structure or if incorporated into a detached garage. The property herein covenanted may be subdivided provided that the resulting lots contain a minimum of three (3) acres and provided that the subdivision is performed in accordance with the Chatham County Subdivision Ordinances and approved by the appropriate governmental authorities.
2. Residential Activity. All tracts and any buildings constructed thereon shall be used for residential purposes, and shall not at any time be used for purposes of industry or manufacturing. This shall not preclude a professional from an office in his home or crafts. Subject to the other terms and conditions contained within these restrictions, agrarian activities and horse related activities shall be permitted. Commercial hog or chicken farming shall not be permitted.
3. Setback and Clearing. No dwelling or structure of any type whatsoever shall be located on any building lot or site nearer to the front property line than fifty (50) feet or nearer to the side or rear property line than thirty-five (35) feet. No more than two and one-half (2½) acres in five shall be cleared. No clearing shall be allowed within fifty (50) feet of any road easement. Reasonable clearing for construction and maintenance of structures shall be permitted.
4. Square Footage. No single family principal dwelling shall be built, erected, altered or used unless the main body of the structure, exclusive of garages, porches, breezeways, stoops and terraces shall contain at least 1,350 square feet of floor space. The ground floor area of the main residential structure shall not contain less than 900 square feet. No residential structure shall exceed two and one-half (2½) stories. Measurement for computing floor space shall be made from outside wall lines.

5. Dogs. No free roaming dogs shall be permitted.
6. Garbage and Debris. No tract or lot shall be used or maintained as dumping ground for rubbish, and no junk or disabled motor vehicles shall be allowed on said property. Trash, garbage, or other waste shall not be kept except in sanitary containers which shall not be visible from the street unless shielded by a fence or fencing compatible in design and quality with surrounding structures.
7. Screening. Personal property such as boats, travel trailers, large trucks, clotheslines, etc., shall be discretely screened or unobtrusively located or stored at the rear of the lot.
8. Obnoxious Activity. No obnoxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may or might become an annoyance or nuisance to the neighbors.
9. Animals. No hogs may be kept on any tract or lot. No use of said property for any animals or fowl shall be made which shall be noxious to the adjoining property owners or the neighborhood. Limited numbers of household pets may be kept on homesites under reasonable regulations of control and sanitation. Ten (10) chickens shall be permitted per tract or lot, so long as they are confined in pens. Cattle shall be allowed only on tracts of ten (10) acres or more. One cow may be kept per two acres of cleared pasture. One horse may be kept per one acre of cleared pasture.
10. Barns. Any structure for keeping of animals shall be permitted but must be located at least 75 feet from the nearest right of way line of any street, road or easement and at least 35 feet from any adjacent property line. No structure for said purpose shall be located between any dwelling constructed on any tract and any street or road.
11. Existing Easements. All tracts that may be hereafter conveyed shall be accepted subject to any easement or right of way that may have been previously granted for power, light, telephone, drainage facilities or any other purpose.
12. Reserved Easements. Declarants reserve the right to install and maintain and to license or permit the installation and maintenance of services and all utilities on, under and along the fifteen (15) feet adjacent to any property line or road easement and in, under and over streets, road easements and rights of ways. This reservation of easements is perpetual, running with the land, regardless of the expiration of these covenants.
13. Assignment of Easements. Declarants reserve the right to assign any existing easement or extension thereof over lands still owned by it to benefit lands not currently benefitted or burdened by said easement, without consent of or remuneration to any lot owner burdened or benefitted by such easement. No other right of way or access easement shall be granted for the benefit of any tract outside the properties covered by these covenants. Extension of easements to serve the properties herein restricted is expressly permitted.
14. Compliance With Health Regulations. All individual water supply systems and sewage disposal systems shall be constructed in accordance with specificatilns of the Chatham County Health Department or other agency having jurisdiction thereof.
15. Landscaping. Landscaping of areas not used for structures upon any tract or lot shall be done in a manner so as to preserve the natural forest or improve upon the natural beauty and to prevent soil erosion. No chain link fencing shall be allowed next to any road easement or right of way. Wire mesh or three rail board fencing shall be allowed.

16. Standard of Road Maintenance. All road easements shall be maintained to the level required by the Chatham County Ordinances for gravel roads. The owners of any property subjected to these restrictions, their heirs, successors and assigns, have the right to upgrade the standard of the road in whole or in part to meet county standards for paved roads or any other standard, but such owners shall be solely responsible for the cost of said upgrading; and the other owners of affected property shall remain liable for the maintenance and repair of the road, but only to the extent that they would be liable had the standard of the road not been upgraded, unless such liability is imposed by unanimous assent of all affected land owners.

17. Road Maintenance Assessments. Every tract within the properties herein restricted and every tract that has been or is granted access through said properties shall be subject to assessments from time to time for maintenance of the road easement as required in Paragraph 16, above according to the terms of the Road Maintenance Agreement recorded in Book 492, Page 168 of the Chatham County Registry, the terms of which are hereby incorporated by reference. The subject map is recorded in Plat Cabinet A, Slide 640 of the Chatham County Registry. Each owner shall contribute the amount of fifty dollars (\$50.00) to a fund to be known as the Big Woods Maintenance Fund upon purchase of each tract, and shall contribute sums thereafter in accordance with the Road Maintenance Agreement referenced. Said assessments may be changed at any time by majority vote of all the land owners subjected to these restrictions.

The Big Woods Maintenance Fund shall be owned jointly by all the tract owners of the properties herein restricted and of every tract that has been granted access through the properties herein covenanted, and shall be used only for road maintenance expenses and the cost of administering this fund. The fund shall not be subject to partition by any individual tract owner. No funds shall be disbursed except on the signatures of two owners duly elected by majority vote of all the owners subject to these restrictions. The owners of each tract shall have one vote for each tract granted to him.

18. Damage to Road. Any damage caused by driveway connections, by heavy trucks or machinery, or by abuse of the easement shall be repaired at the expense of the owners responsible for the damage.

19. Expiration of Covenants; Amendments. These restrictions or any changes therein shall inure for the benefit of and run with the land and shall be binding on all parties or persons claiming under the said Declarants, until January 1, 2016, at which time said restrictions shall terminate; however, the restrictions herein contained may be extended in whole or in part for any definite period by any written declaration of the owners of two-thirds (2/3) of the tracts within the restricted properties provided that such declaration is recorded in the office of the Register of Deeds of Chatham County, North Carolina; provided further that any of the restrictions herein contained except Paragraph 16 may at any time be changed by mutual consent in writing of (a) the owners of all the tracts on which restrictions are to be changed, and (b) the owners of two-thirds (2/3) of all the properties herein restricted.

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

21. Enforcement. Enforcement of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. These restrictions shall be construed in accordance with the laws of the state of North Carolina and may be enforced in any court of law or equity. The present owners of said property or any subsequent grantees of the property do hereby agree by accepting a deed or any other property interest for any portion of said property to be bound by the terms herein.

IN WITNESS WHEREOF, Michael W. Hubbard and James Cary Warrenfells acknowledge the due execution of the foregoing instrument and attach hereto their hands and seals, this day of 1986.

Michael W. Hubbard (seal)
Michael W. Hubbard

James Cary Warrenfells (seal)
James Cary Warrenfells

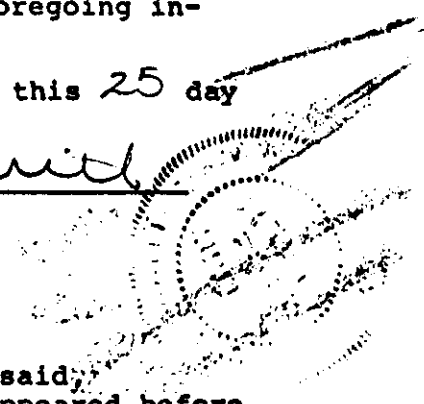
North Carolina
Orange County

I, a Notary Public of the County and State aforesaid, certify that Michael W. Hubbard personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 25 day of March, 1986.

My commission expires: 8-15-86

Jim Merritt
Notary Public



North Carolina
Orange County

I, a Notary Public of the County and State aforesaid, certify that James Cary Warrenfells personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 25 day of March, 1986.

My commission expires: 8-15-86

Jim Merritt
Notary Public



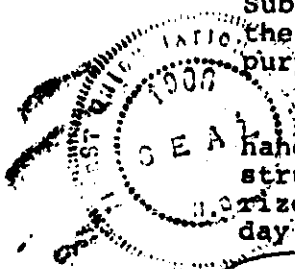
0492
0647

North Carolina
Chatham County

BOOK 492 PAGE 647

First Union National Bank, a North Carolina Banking corporation, successor beneficiary of a Deed of Trust from Michael W. Hubbard and James Cary Warrenfells recorded in Book 475, Page 299 of the Chatham County Registry, and W. Stan Painter, its Substitute Trustee, join in the execution of this instrument for the purpose of consenting thereto and otherwise fulfilling the purposes and intent of said instrument.

IN WITNESS WHEREOF, W. Stan Painter has hereunto set his hand and seal and First Union National Bank has caused this instrument to be executed in its corporate name by its duly authorized officers and its seal to be hereunto affixed, this the 25th day of MARCH, 1986.



attest:
[Signature]
Assistant Secretary

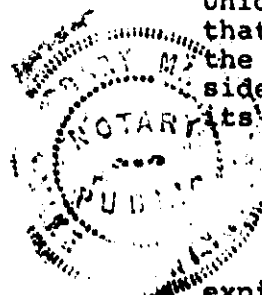
First Union National Bank

By: [Signature]
Vice President

[Signature] (seal)
W. Stan Painter

North Carolina
Wake County

I, a Notary Public of the county and state aforesaid, certify that C. N. Parrish personally came before me this day and acknowledged that he is Assistant Secretary of First Union National Bank, a North Carolina Banking Corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by me as its Assistant Secretary.



Witness my hand and official stamp or seal, this 26 day of March, 1986.

My commission expires: 11-11-90

[Signature]
Notary Public

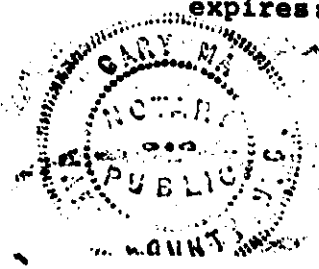
North Carolina
Wake County

I, a Notary Public of the County and State aforesaid, certify that W. Stan Painter personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 26 day of March, 1986.

My commission expires: 11-11-90

[Signature]
Notary Public



NORTH CAROLINA, CHATHAM COUNTY

The foregoing certificate(s) of Gary Ma

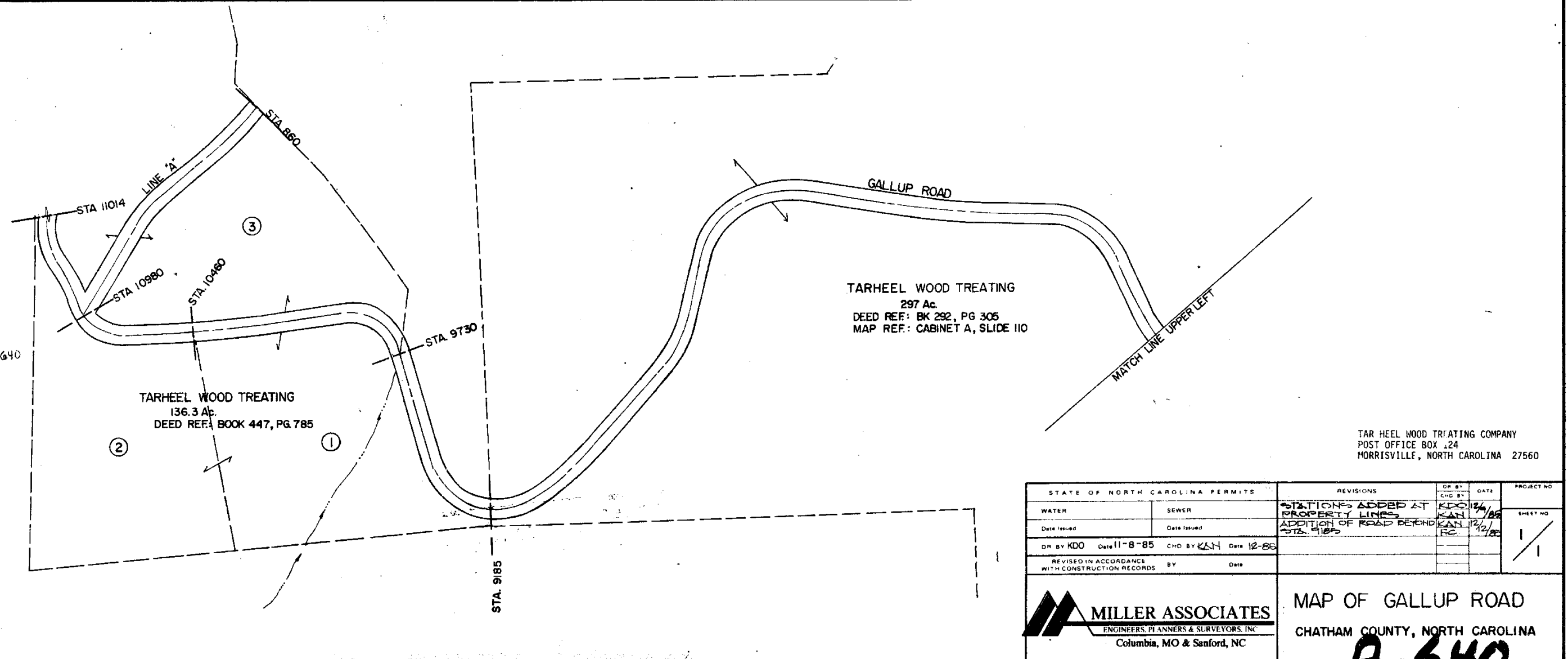
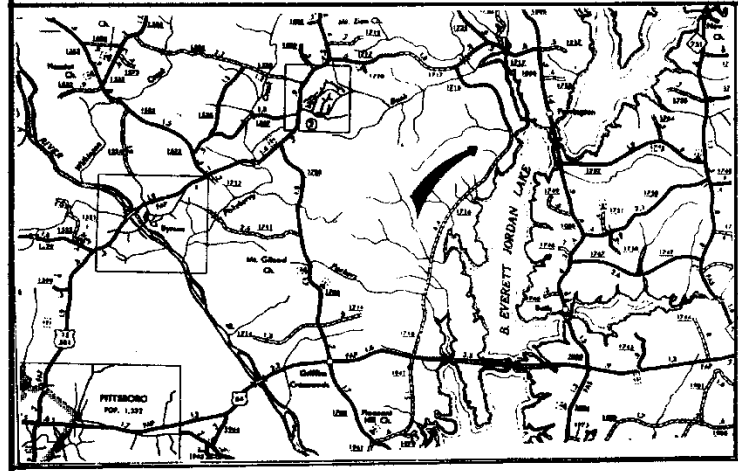
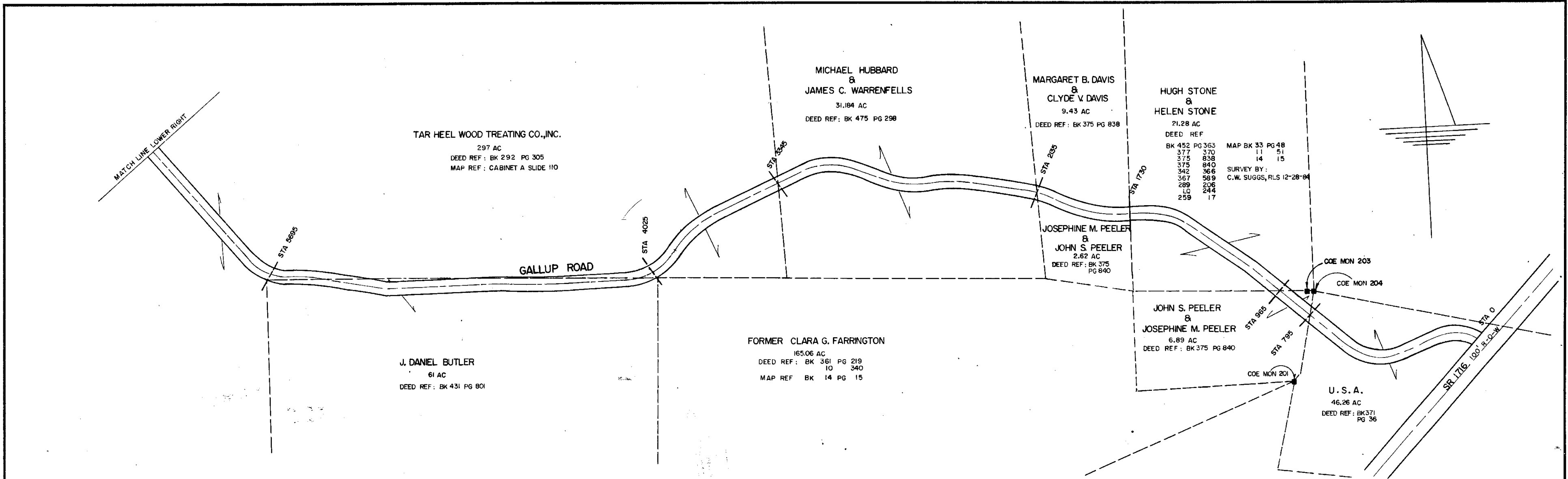
Notary (Notaries) Public is (are) certified

to be correct. This instrument was presented for registration at 1:25 o'clock P. M., on March 28, 1986, and recorded in Book 492 Page 643

FLEET BARDER REDDISH
Register of Deeds

By: [Signature]
Assistant/

A-640
13-52
2:10 pm
9-19-86



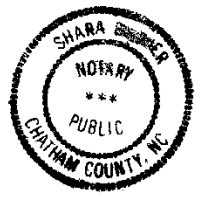
THIS MAP HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION. THE PARCELS OF LAND ARE DESCRIBED BASED UPON DEED DESCRIPTION ONLY AND/OR PRIOR SURVEYS BY OTHERS, AS INDICATED. THIS MAP IS NOT A PROPERTY SURVEY MAP AND IS PREPARED FOR CADASTRAL MAP-PING PURPOSES ONLY.

Francis Chester
FRANCIS CHESTER, RLS
DATE 12/2/85

NORTH CAROLINA
CHATHAM COUNTY
I, Shara Bunker, a Notary Public of the County and State aforesaid, certify that Francis Chester, a Registered Land Surveyor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp, this 2nd day of December, 1985.
Shara Bunker
Notary Public
My commission expires: June 6, 1986



ROAD CENTERLINE FROM STA. 0 TO STA. 9185 TAKEN FROM CONSTRUCTION PLANS, MILLER ASSOCIATES, SANFORD, NORTH CAROLINA - "TARHEEL WOOD TREATING ACCESS ROAD" NOVEMBER, 1984. ROAD CENTERLINE FROM STA. 9185 TO END OF ROAD TAKEN FROM "SURVEY FOR TARHEEL WOOD TREATING CO., INC." JANUARY 4, 1983 BY VAN R. FINCH.



CERTIFICATES FOR PLATS
NORTH CAROLINA, CHATHAM COUNTY
THE FOREGOING CERTIFICATE OF *Shara Bunker* IS CERTIFIED TO BE CORRECT. THIS PLAT WAS PREPARED FOR RECORDATION AS TO ACCORDANCE WITH THE ACT OF 1933, AS AMENDED BY PLAT CABINET A SLIDE 640
CHATHAM COUNTY REGISTRY.
NUMBER OF DEEDS BY: *John S. Peeler, Josephine M. Peeler, and Shara Bunker*

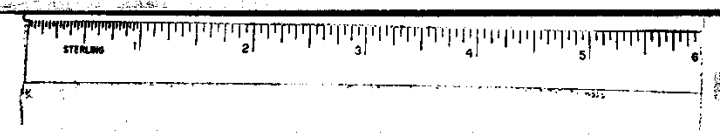
TAR HEEL WOOD TREATING COMPANY
POST OFFICE BOX 24
MORRISVILLE, NORTH CAROLINA 27560

STATE OF NORTH CAROLINA PERMITS		REVISIONS		DR BY	DATE	PROJECT NO.
WATER	SEWER	STATIONS ADDED AT	DATE	KAN	12/1/85	
Date Issued	Date Issued	PROPERTY LINES		KAN	12/1/85	
		ADDITION OF ROAD BEHIND		KAN	12/1/85	
		STA. 1185		FC	12/1/85	
DR BY KDO	Date 11-8-85	CHD BY KAN	Date 12-85			
REVISED IN ACCORDANCE WITH CONSTRUCTION RECORDS BY		Date				

MILLER ASSOCIATES
ENGINEERS, PLANNERS & SURVEYORS, INC.
Columbia, MO & Sanford, NC

MAP OF GALLUP ROAD
CHATHAM COUNTY, NORTH CAROLINA

A-640



452-363

Prepared By: GUNN & MESSICK, Attorneys,
P. O. Box 888, Pittsboro, North Carolina 27312

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

Book 452 Page 363

THIS EASEMENT GRANT, made and entered into this 5th day of May, 1982, by and between JOHN S. PEELER, widower, and CLYDE V. DAVIS and wife, MARGARET B. DAVIS, parties of the first part; A. HUGH STONE and wife, HELEN B. STONE, parties of the second part; J. DANIEL BUTLER and wife, CAROL H. BUTLER, parties of the third part; EVA G. PASCHAL, widow, party of the fourth part; and TARHEEL WOOD TREATING COMPANY, INC., party of the fifth part;

WHEREAS, all of the parties hereto own lands on the west side of N.C.S.R. 1715; and said lands of the several parties are more particularly described and referred to by deeds recorded in Deed Book 342, Page 366; Book LJ, Page 389; Book 431, Page 801; Book 292, Page 305; and Book 447, Page 785; of the Chatham County Registry; and

WHEREAS, parties of the first part also own an easement across the U. S. Government lands from N. C. S. R. 1715 to the easternmost boundary of their land, which easement is assignable; and

WHEREAS the relative location of the land of the several parties hereto are as shown upon a map of "Access Road for Tarheel Wood Treating Company" prepared by Gerald M. White, March 16, 1982 and recorded in Plat Book 33, Page 48 of the Chatham County Registry; and

WHEREAS it is the desire of the parties hereto to create a perpetual easement for purposes of ingress and egress and the installation, construction, use, maintenance, repair, and replacement of the utilities including electricity, gas, telephone, cable-vision, water and sewer, over, under, and across the lands of the parties as shown upon the plat hereinafter referred to; and

Book 452 Page 364

WHEREAS, the parties have agreed that said easement shall be for the mutual benefit of all the parties hereto and that the parties desire to execute this instrument to effectuate said agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Grant of Easement. Parties of the first, second, third and fourth part hereby grant to the party of the fifth part, its successors and assigns, and do further grant unto each other, their heirs and assigns, perpetual easements appurtenant to the property of party of the fifth part and appurtenant to the respective properties of each other as hereinabove referenced, sixty (60) feet in width, for purposes of ingress and egress and the installation, construction, use, maintenance, repair and replacement of utilities, including electricity, gas, telephone, cablevision, water and sewer, over, under and across the lands of the parties of the first, second, third, and fourth parts located in Williams Township, Chatham County, North Carolina, the center-line of which easement premises is more particularly defined as follows:

BEGINNING at a point located in the western right of way line of S.R. 1715 and running thence North 46 degrees 00 minutes West 30 feet, thence South 69 degrees West 390 feet, thence North 68 degrees 16 minutes West 130.23 feet, thence North 52 degrees 32 minutes West 220.24 feet, North 42 degrees 09 minutes West 43.81 feet, North 54 degrees 03 minutes 12 seconds West 572.24 feet, thence along a curve to the left with a tangent of 65.76 feet and the delta angle of 29 degrees 28 minutes 28 seconds a distance of 128.61 feet, thence North 83 degrees 31 minutes 40 seconds West 382.33 feet, thence along the curve to the right with a tangent of 37.96 feet and the delta angle of 17 degrees 16 minutes 05 seconds a distance of 75.35 feet, thence North 66 degrees 15 minutes 35 seconds West 119.79 feet, thence along a curve to the left with a tangent of 34.07 feet and delta angle of 15 degrees 31 minutes 20 seconds a distance of 67.73 feet, thence North 81 degrees 46 minutes 55 seconds West 320.06 feet, thence along a curve to the left with a tangent of 40.13 feet and delta angle of 18 degrees 14 minutes 25 seconds a distance of 79.59 feet, thence South 79 degrees 58 minutes 40 seconds West 67.34 feet, thence along a curve to the right with a tangent of 65.17 feet and delta angle of 29 degrees 13 minutes 24 seconds a distance of 127.51 feet, thence North 70 degrees 47

Book 452 Page 365

minutes 56 seconds West 193.17 feet, thence along a curve to the left with a tangent of 106.19 feet and delta angle of 46 degrees 01 minute 33 seconds a distance of 200.83 feet, thence South 63 degrees 10 minutes 31 seconds West 465.05 feet, thence along a curve to the left with a tangent of 64.33 feet and delta angle of 28 degrees 51 minutes 39 seconds a distance of 125.93 feet, thence South 34 degrees 18 minutes 52 seconds West 91.92 feet, thence along a curve to the right with a tangent of 133.57 feet and delta angle of 56 degrees 13 minutes 45 seconds a distance of 245.35 feet, thence North 89 degrees 27 minutes 23 seconds West 1,458.62 feet, thence along a curve to the right with a tangent of 114.68 feet and delta angle of 49 degrees 17 minutes 03 seconds a distance of 215.04 feet, thence North 40 degrees 10 minutes 20 seconds West 660.15 feet, thence along a curve to the right with a tangent of 39.17 feet and delta angle of 17 degrees 48 minutes 40 seconds a distance of 77.72 feet, thence North 22 degrees 21 minutes 40 seconds West 151.93 feet, thence along a curve to the left with a tangent of 129.1 feet and delta angle of 54 degrees 37 minutes 30 seconds a distance of 238.35 feet, thence North 76 degrees 59 minutes 10 seconds West 37.11 feet, thence along a curve to the left with a tangent of 57.13 feet and delta angle of 25 degrees 44 minutes 40 seconds a distance of 112.33 feet, thence South 77 degrees 16 minutes 10 seconds West 25.5 feet, thence along a curve to the right with a tangent of 44.73 feet and delta angle of 20 degrees 17 minutes 20 seconds a distance of 88.53 feet, thence North 82 degrees 26 minutes 30 seconds West 534.3 feet, thence along a curve to the left with a tangent of 30.46 feet and delta angle of 13 degrees 51 minutes a distance of 60.43 feet, thence North 83 degrees 42 minutes 30 seconds West 88.67 feet, thence along a curve to the left with a tangent of 187.87 feet and delta angle of 73 degrees 50 minutes 50 seconds a distance of 322.22 feet, thence South 9 degrees 51 minutes 40 seconds West 214.89 feet, thence along a curve to the right with a tangent of 81.78 feet and delta angle of 36 degrees 12 minutes 30 seconds a distance of 157.99 feet, thence South 46 degrees 04 minutes 10 seconds West 514.96 feet, thence along a curve to the right with a tangent of 57.7 feet and delta angle of 26 degrees 00 minutes 00 seconds a distance of 113.45 feet, thence South 72 degrees 04 minutes 10 seconds West 90 feet to the East property line of Tarheel Wood Treating Company property, as shown upon a plat of "ACCESS ROAD FOR TARHEEL WOOD TREATING COMPANY" prepared March 16, 1982 by Gerald M. White, R.L.S.

The easements shall exist thirty (30) feet on either side of the above defined line.

2. Use of Easement Premises. The use of the easement premises as described herein is not confined to present uses of the properties concerned or of the present means of transportation. The installation or maintenance by the parties of streets, poles, pipes, conduits, cables or wires, under, upon or over the easement premises is specifically granted and authorized. Parties of the first, second, third and fourth parts reserve the right to

use any street constructed upon said premises for purposes of ingress and egress to their own property.

3. Division of Dominant Tenement. If the property of party of the fifth part or property of any one of the parties of the first, second, third or fourth part is hereafter divided into two or more parts by separation of ownership or by lease, all such portions thereof shall enjoy the full benefit of the easements hereby created and granted. Division of the dominant tenement into two or more parts shall not be deemed an unlawful increase or burden and use of the easement may not therefore be enjoined.

Reference by any of the parties hereto, their heirs and assigns, in any respective deed of conveyance, mortgage, or deed of trust, or other evidence of obligation to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of such portions as fully and completely as though said easements and covenants were fully recited and set forth in their entirety.

4. Running of Benefits and Burdens. All provisions of this instrument including both benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, successors, tenants, and personal representatives of the respective parties hereto perpetually in full force and effect.

5. Assignability. The easements hereby granted shall be assignable, but only for the purpose of serving the lands now owned by the parties hereto or any one of them.

That in the event that owners of any property other than the property now owned by the parties hereto shall desire to use said road in the future, then the same shall be allowed only by the unanimous written consent by the parties owning land upon which is located the portion of the road to be used.

6. Construction of Road. That party of the fifth part shall construct at its own expense, along the vicinity of the centerline of the easement, along the entire length of the easements a road at least twelve (12) feet wide with proper culverts and side ditches. Said road shall be completed by October 1, 1982.

7. Maintenance of Road. That in the event any of the parties shall use any road so constructed on a regular basis as access to their property being used for other than for residential purposes, then the party so using said road shall during said use maintain said road from N. C. S. R. 1715 to the most distant point so used, completely and without contribution from any of the other parties, and further, shall put said road in as good condition at the end of said use as at the beginning. In the event that any party shall cause or allow damage to be done to the road, then the party responsible for causing or allowing said damage shall be responsible for putting said road back in as good a condition as prior to said damage. Each property owner shall pay a pro rata share of routine maintenance expense of the road from N. C. S. R. 1715 to the westernmost extremity of his property. In the event owners of property other than that now owned by the parties hereto obtain the right to use said road, then upon the happening of said event, the responsibility for routine maintenance shall be renegotiated by the parties hereto.

8. Gender and Number. Wherever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may indicate.

A. Hugh Stone (SEAL)
A. Hugh Stone

Clyde V. Davis (SEAL)
Clyde V. Davis

Helen B. Stone (SEAL)
Helen B. Stone

Margaret B. Davis (SEAL)
Margaret B. Davis

F. Daniel Butler (SEAL)
F. Daniel Butler

John S. Peeler (SEAL)
John S. Peeler

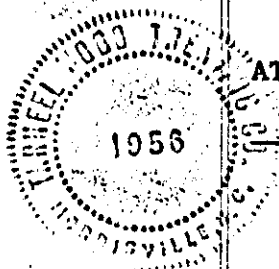
Carol H. Butler (SEAL)
Carol H. Butler

Eva G. Paschal (SEAL)
Eva G. Paschal

TARHEEL WOOD TREATING COMPANY, INC.

BY: L. Edward Gallup
PRESIDENT

ATTEST:
Betty B. Gallup
Secretary

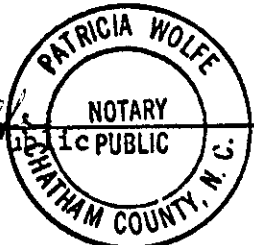


STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

Book 452 Page 368

I, Patricia Wolfe, a Notary Public in and for the County and State above do hereby certify that JOHN S. PEELER, widower, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 5th day of May, 1982.

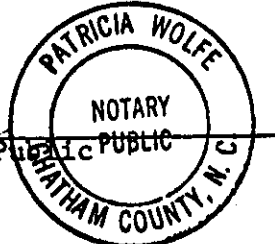
Patricia Wolfe
Notary Public


My Commission Expires: May 7, 1986

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

I, Patricia Wolfe, a Notary Public in and for the County and State above do hereby certify that CLYDE V. DAVIS and wife, MARGARET B. DAVIS personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 5th day of May, 1982.

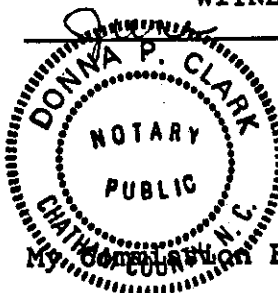
Patricia Wolfe
Notary Public


My Commission Expires: May 7, 1986

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

I, Donna P. Clark, a Notary Public in and for the County and State above do hereby certify that A. HUGH STONE and wife, HELEN B. STONE personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 10th day of _____, 1982.



Donna P. Clark
Notary Public

My Commission Expires: 7-27-83

STATE OF NORTH CAROLINA

Book 452 Page 369

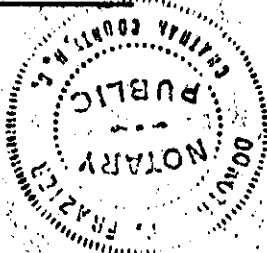
COUNTY OF Chatham

I, Dorothy P. Frazier, a Notary Public in and for the County and State above do hereby certify that EVA G. PASCHAL, widow, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 11th day of May, 1982.

Dorothy P. Frazier
Notary Public

My Commission Expires: 2-9-86



STATE OF NORTH CAROLINA

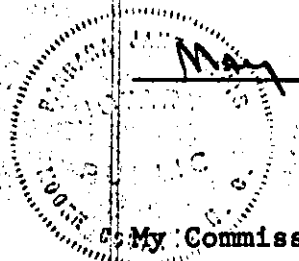
COUNTY OF CHATHAM

I, Barbara Jane Davis, a Notary Public in and for the County and State above do hereby certify that J. DANIEL BUTLER and wife, CAROL H. BUTLER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 18th day of May, 1982.

Barbara Jane Davis
Notary Public

My Commission Expires: February 4, 1985



STATE OF NORTH CAROLINA

COUNTY OF _____

I, Hannelore C. Pittman, a Notary Public for said County and State, certify that Betty B. Gallup personally appeared before me this day and acknowledged that she is Secretary of TARHEEL WOOD TREATING COMPANY, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____, sealed with its corporate seal, and attested by _____ as its attesting officer.

WITNESS my hand and Official Seal, this the 12th day of May, 1982.

Hannelore C. Pittman
Notary Public

My Commission Expires: Feb. 12, 1983



NORTH CAROLINA, CHATHAM COUNTY

The foregoing certificate(s) of Patricia Wolfe, Donna P. Clark, Dorothy P. Frazier, Barbara Jane Davis & Hannelore C. Pittman, Notaries is (are) certified to be correct. This instrument was presented for registration at 4:25 o'clock P.M. on June 9 1982, and recorded in Book 452, Page 363.

FLEET BARBER REDDISH
Register of Deeds
OWEN S. DUNN CO. 24127

By: Margaret C. Baker
Assistant/Deputy

0492
0161

Grinder in Easement Grant
Book 600 PAGE 136

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

BOOK 492 PAGE 161

THIS EASEMENT GRANT, made and entered into this 3rd day of January, 1986, by and between JOHN S. PEELER, WIDOWER, and CLYDE V. DAVIS and wife, MARGARET B. DAVIS, parties of the first part; A. HUGH STONE and wife, HELEN B. STONE, parties of the second part; J. DANIEL BUTLER and wife, CAROL H. BUTLER, parties of the third part; MICHAEL W. HUBBARD, single, and JAMES CAREY WARRENFELLS, single, parties of the fourth part; and TARHEEL WOOD TREATING COMPANY, INC., party of the fifth part;

WHEREAS, all of the parties hereto own lands on the west side of N.C.S.R. 1716; and said lands of the several parties are more particularly described and referred to by deeds recorded in Deed Book 342, Page 366, Book LJ, Page 389, Book 431, Page 801; Book 475, Page 298; Book 447, Page 785 and Book 477, Page 627 of the Chatham County Registry; and

WHEREAS, parties of the first part also own an easement across the U.S. Government lands from N.C.S.R. 1716 to the easternmost boundary of their land, which easement is assignable, and

WHEREAS, it is the desire of the parties to conform the legal description of the road easement to the road currently existing across their respective properties; and

WHEREAS, the existing easement recorded in Book 452, Page 363 of the Chatham County Registry does not conform to the existing road; and

WHEREAS, it is the desire of the parties hereto to create a perpetual easement for purposes of ingress and egress and the installation, construction, use, maintenance, repair, and replacement of utilities including electricity, gas, telephone, cablevision, water, sewer, over, under and across the lands of the parties as described herein; and

WHEREAS, the parties have agreed that said easement shall be for the mutual benefit of all the parties hereto and that the parties desire to execute this instrument to effectuate said agreement;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Grant of Easement. Parties of the first, second, third, fourth and fifth parts grant unto each other, their heirs and assigns, perpetual easements appurtant to the properties of each other as hereinabove referenced, sixty (60) feet in width, for purposes of ingress and egress and the installation, construction, use, maintenance, repair, and replacement of utilities including electricity, gas, telephone, cablevision, water, sewer, over, under and across the lands of the parties located in Williams Township, Chatham County, North Carolina, the centerline of which easement premises is more particularly defined and described in Appendix A, which is attached hereto and hereby incorporated by reference. The purpose and effect of this grant is to substitute the easement granted by parties hereto in instrument recorded in Book 452, page 363, Chatham County Registry.

2. Use of Easement Premises. The use of the easement premises as described herein is not confined to present uses of the properties concerned or of the present means of transportation. The installation or maintenance by the parties of streets, poles, pipes, conduits, cables or wires, under, upon or over the

✓
Prepared by and return to: Michael C. Smith, 533 Ellynn Drive,
Cary, NC 27511

easement premises is specifically granted and authorized. The Parties hereto reserve the right to use any street constructed upon said premises for purposes of ingress and egress to their own property.

3. Division of Dominant Tenements. If the property of any of the parties is hereafter divided into two or more parts by separation of ownership or by lease, all such portions thereof shall enjoy the full benefit of the easements hereby created and granted; Division of the dominant tenements into two or more parts shall not be deemed an unlawful increase or burden, and use of the easement may not therefore be enjoined. It is expressly anticipated that such divisions shall occur.

4. Running of Benefits and Burdens. All provisions of this instrument including both benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, successors, tenants, and personal representatives of the respective parties hereto perpetually in full force and effect.

5. Assignability. The easements herein granted shall be fully assignable, both for the purpose of serving the lands now and owned by the parties hereto or any one of them and for the purpose of serving other lands that might desire access to the public roads provided by this easement. Any of the parties, their heirs, successors and assigns shall have the right to assign rights in the easement free from approval or consent of the other parties.

6. Gender and Number. Wherever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may indicate.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

A. Hugh Stone (SEAL) Clyde V. Davis (SEAL)
Clyde V. Davis

Helen B. Stone (SEAL) Margaret B. Davis (SEAL)
Margaret B. Davis

J. Daniel Butler (SEAL) John S. Peeler (SEAL)
John S. Peeler

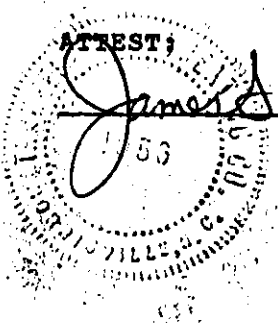
Carol H. Butler (SEAL) Michael W. Hubbard (SEAL)
Michael W. Hubbard

James Carey Wargenfells (SEAL)
James Carey Wargenfells

TARHEEL WOOD TREATING COMPANY, INC.

By: Edward Galloway
President

ATTEST:
James Galloway
Secretary



APPENDIX A

BEGINNING at a point in the centerline of S.R. 1716

thence N 54o01'14" W, 13.46 ft to the point of curvature for curve # 1;

thence with the curve to the left 241.15 ft. to the point of tangency of the curve, said curve having a radius of 215.24 ft. and a central angle of 64o11'33";

thence S 61o46'45" W, 140.31 ft. to the point of curvature for curve # 2;

thence with the curve to the right 257.31 ft. to the point of tangency of the curve, said curve having a radius of 228.69 ft. and a central angle of 64o27'59";

thence N 53o45'16" W, 300.53 ft. to a point, said point being S 36o14'44" W, 99.52 ft. from Corps of Engineers monument # 203;

thence N 53o45'16" W, 240.20 ft. to a point;

thence N 56o27'38" W, 328.70 ft. to the point of curvature for curve # 3;

thence with the curve to the left 210.55 ft. to the point of tangency of the curve, said curve having a radius of 294.56 ft. and a central angle of 40o57'19"; said point also being the point of curvature for curve #4;

thence with the curve to the right 171.21 ft. to the point of tangency of the curve, said curve having a radius of 674.32 ft. and a central angle of 14o32'52";

thence N 82o52'05" W, 39.95 ft. to the point of curvature for curve # 5;

thence with the curve to the right 142.62 ft. to the point of tangency of the curve, said curve having a radius of 496.35 ft. and a central angle of 16o27'48";

thence N 66o24'17" W, 94.31 ft. to the point of curvature for curve # 6;

thence with the curve to the left 99.37 ft. to the point of tangency of the curve, said curve having a radius of 362.12 ft. and a central angle of 15o43'23";

thence N 82o07'40" W, 222.90 ft. to the point of curvature for curve # 7;

thence with the curve to the left 144.16 ft. to the point of tangency of the curve, said curve having a radius of 574.83 ft. and a central angle of 14o52'01";

thence S 83o00'19" W, 79.35 ft. to the point of curvature for curve # 8;

thence with the curve to the right 158.52 ft. to the point of tangency of the curve, said curve having a radius of 312.74 ft. and a central angle of 29o02'28";

thence N 67o57'13" W, 113.09 ft. to the point of curvature for curve # 9;

thence with the curve to the left 262.64 ft. to the point of tangency of the curve, said curve having a radius of 306.34 ft. and a central angle of 49o07'18";

thence S 62o55'29" W, 417.30 ft. to the point of curvature for curve # 10;

thence with the curve to the left 234.07 ft. to the point of tangency of the curve, said curve having a radius of 430.97 ft. and a central angle of 31o07'08", said point also being the point of curvature for curve # 11;

thence with the curve to the right 256.00 ft. to the point of tangency of the curve, said curve having a radius of 262.53 ft. and a central angle of 55o52'17", the point of intersection of the lines of curvature and tangency being an existing concrete monument;

thence S 87o40'38" W, 394.75 ft to a point;
 thence N 88o13'33" W, 214.60 ft to a point;
 thence S 88o12'10" W, 278.13 ft to the point of curvature
 for curve # 12;
 thence with the curve to the right 353.76 ft. to the point
 of tangency of the curve, said curve having a radius of 1715.29
 ft. and a central angle of 11o49'00";
 thence N 79o58'50" W, 96.97 ft. to the point of curvature
 of curve # 13;
 thence with the curve to the left 99.80 ft. to the point of
 tangency of the curve, said curve having a radius of 653.66
 ft. and a central angle of 08o44'54";
 thence N 88o43'54" W, 48.56 ft. to the point of curvature
 of curve # 14;
 thence with the curve to the right 187.79 ft. to the point
 of tangency of the curve, said curve having a radius of 220.73
 ft. and a central angle of 48o44'41";
 thence N 39o59'03" W, 593.82 ft. to the point of curvature
 of curve # 15;
 thence with the curve to the right 199.07 ft. to the point
 of tangency of the curve, said curve having a radius of 841.52
 ft. and a central angle of 13o33'13";
 thence N 26o25'50" W, 130.65 ft. to the point of curvature
 of curve # 16;
 thence with the curve to the left 251.46 ft. to the point
 of tangency of the curve, said curve having a radius of 228.24
 ft. and a central angle of 63o07'32";
 thence N 89o33'22" W, 208.22 ft. to the point of curvature
 of curve # 17;
 thence with the curve to the right 199.72 ft. to the point
 of tangency of the curve, said curve having a radius of 1547.43
 ft. and a central angle of 07o23'42";
 thence N 82o09'40" W, 377.73 ft. to the point of curvature
 of curve # 18;
 thence with the curve to the left 411.63 ft. to the point
 of tangency of the curve, said curve having a radius of 280.00
 ft. and a central angle of 84o13'52";
 thence S 13o36'28" W, 226.29 ft. to the point of curvature
 of curve # 19;
 thence with the curve to the right 117.54 ft. to the point
 of tangency of the curve, said curve having a radius of 237.69
 ft. and a central angle of 28o20'03";
 thence S 41o56'31" W, 318.53 ft. to a point;
 thence S 45o41'17" W, 192.66 ft. to the point of curvature
 of curve # 20;
 thence with the curve to the right 231.07 ft. to the point
 of tangency of the curve, said curve having a radius of 478.05
 ft. and a central angle of 27o41'40";
 thence S 73o22'57" W, 4.87 ft. to the end of the easement;

All as described in construction plans prepared by Miller
 Associates, P. O. Box 488, 1378 Charleston Drive, Sanford, NC
 27330 entitled "Tarheel Wood Treating Access Road", and dated
 11-84, project #13084.

State of North Carolina
County of Orange

I, a Notary Public in and for the County and State above do hereby certify that John S. Peeler, widower, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 6 day of Jan, 1985.

My commission expires:
2-15-89

Barbara M...
Notary Public



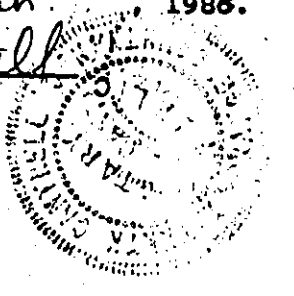
State of North Carolina
County of Orange

I, a Notary Public in and for the County and State above do hereby certify that Clyde V. Davis and wife, Margaret B. Davis personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 4th day of Jan, 1985.

My commission expires:
4/4/90

Kathryn Cantrell
Notary Public



State of North Carolina
County of _____

I, a Notary Public in and for the County and State above do hereby certify that A. Hugh Stone and wife, Helen B. Stone personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this _____ day of _____, 1985.

My commission expires:

Notary Public

State of North Carolina
County of Orange

I, a Notary Public in and for the County and State above do hereby certify that Michael W. Hubbard, single, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 4th day of Jan, 1985.

My commission expires:
4/4/90

Kathryn Cantrell
Notary Public



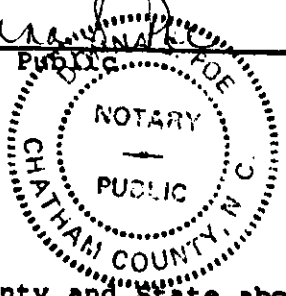
State of North Carolina
County of Chatham

I, a Notary Public in and for the County and State above do hereby certify that J. Daniel Butler and wife Carol H. Butler personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 3rd day of January, 1986.

My commission expires:
7-27-88

Donna S. P...
Notary Public



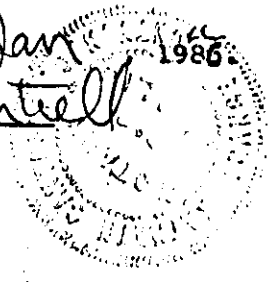
State of North Carolina
County of Orange

I, a Notary Public in and for the County and State above do hereby certify that James Carey Warrenfels, single, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 4th day of Jan, 1986.

My commission expires:
4/4/90

Yathrum Cantrell
Notary Public



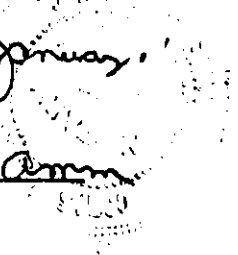
State of North Carolina
County of Wayne

I, a Notary Public for the County and State above certify that James S. Gallup personally appeared before me this day and acknowledged that he is Secretary of Tarheel Wood Treating Company, Inc, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by James S. Gallup as its attesting officer.

Witness my hand and Notarial Seal, this 3 day of January, 1986.

My commission expires:
6-16-1990

David J. Hamm
Notary Public



NORTH CAROLINA
CHATHAM COUNTY

BOOK 492 PAGE 167

David A. Long and Melanie Culver Long, his wife, owners of Lot # 6, Plat Book 36, Page 32, Chatham County Registry, join in the execution of this instrument for the purpose of consenting thereto and otherwise fulfilling the purposes and intent of said instrument.

David A. Long (seal)
David A. Long

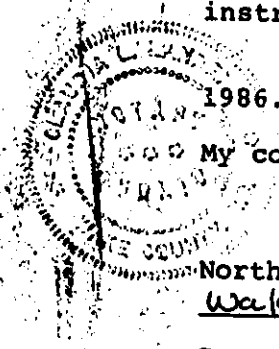
Melanie Culver Long (seal)
Melanie Culver Long

North Carolina
DURHAM County

I, a Notary Public in and for the county and state aforesaid, do hereby certify that David A. Long personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 9th day of January, 1986.

My commission expires: 11-19-89 Claudia L. Landers
Notary Public



North Carolina
Wake County

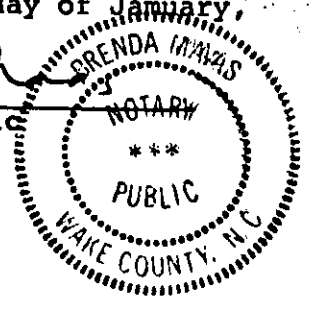
I, a Notary Public in and for the county and state aforesaid, do hereby certify that Melanie Culver Long personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 10th day of January, 1986.

My commission expires:

My Commission Expires 6-6-88

Brenda Maas
Notary Public



NORTH CAROLINA, CHATHAM COUNTY

The foregoing certificate(s) of Barbara Moon, Kathryn Cantrell, Donna S. Poe, Doris J. Hamm, Claudia L. Landers and Brenda Maas, NXXXXXX (Notaries) Public is (are) certified

to be correct. This instrument was presented for registration at 2:11 o'clock P. M., on March 19, 1986, and recorded in Book 492, Page 161

FLEET BARBER REDDISH
Register of Deeds

By: Rena L. Thomas
Assistant

Return to: Terrell Jones, 321 Gallup Rd., Chapel Hill, N.C. 27514

BOOK 600 PAGE 836 08692

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

JOINDER IN EASEMENT GRANT

THIS JOINDER IN EASEMENT GRANT is made and entered into this 28th day of August, 1992 and is effective as of the 3rd day of January, 1986, by A. HUGH STONE and wife, HELEN B. STONE ("declarants").

WITNESSETH:

THAT WHEREAS certain parties did grant an easement by instrument dated January 3, 1986 and recorded in Book 492, Page 161, Chatham County Registry (a copy of said document is attached hereto and is incorporated herein as if set forth in full); and

THAT WHEREAS the declarants herein were named parties to said grant of easement but did not join in the execution of said easement; and

THAT WHEREAS the declarants herein desire to join in said Easement Grant, in the same manner as if they had executed the said Easement Grant dated January 3, 1986 and recorded in Book 492, Page 161, Chatham County Registry.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the declarants herein do hereby agree:

1. That they hereby adopt and agree to be bound by all of the terms, conditions, duties, obligations, and they shall also enjoy all benefits of that certain Easement Grant dated January 3, 1986 and recorded in Book 492, Page 161, Chatham County Registry as fully and completely as though declarants had executed said Easement Grant at the time of its making.

2. That this adoption and agreement shall be deemed effective from and after January 3, 1986 and declarants agree that they are estopped to deny or repudiate any third party rights in said agreement which rights may have been invoked or utilized prior to the date hereof.

3. That any purchaser of any property from any party to said Easement Grant dated January 3, 1986 and recorded in Book 492, Page 161, Chatham County Registry, or their heirs, administrators, successors, mortgagees, or assigns may rely on this JOINDER IN EASEMENT GRANT as a subjugation of their property to all of the terms and conditions set forth in said EASEMENT GRANT.

IN WITNESS WHEREOF the said A. HUGH STONE and wife, HELEN

B. STONE, declarants, on behalf of themselves, their heirs, administrators and assigns, have hereunto set their hands and seals the day and year written and effective as of the 3rd day of January, 1986.

A. Hugh Stone (SEAL)
A. Hugh Stone

Helen B. Stone (SEAL)
Helen B. Stone

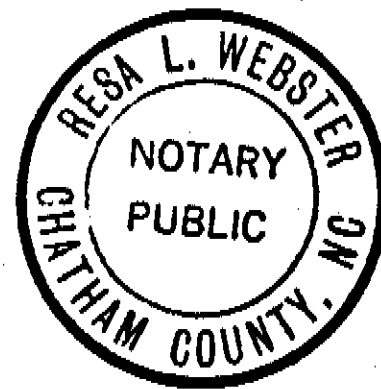
STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

I, a Notary Public of the County and State aforesaid, certify that A. HUGH STONE and wife, HELEN B. STONE, declarants personally appeared before me this day and acknowledged the execution of the foregoing JOINDER IN EASEMENT GRANT.

Witness my hand and official stamp or seal, this 28th day of August, 1992.

Reba L. Webster
Notary Public

My Commission Expires: 4/4/93



FILED
'92 SEP 10 PM 4 25
REBA G. THOMAS
REGISTER OF DEEDS
CHATHAM COUNTY, N.C.

NORTH CAROLINA, CHATHAM COUNTY

The foregoing Certificate(s) of RESA L. WEBSTER, Notary(ies) Public, is(are) certified to be correct. This instrument was presented for registration at 4:25 o'clock P.M., on September 10, 1992, and recorded in Book 600, Page 836.

Reba G. Thomas, REGISTER OF DEEDS FOR CHATHAM COUNTY

By Jeva A. Daquies Assistant - Register of Deeds

Prepared by and return to: Michael C. Smith, 533 Ellynn Drive, Cary, NC 27511

BOOK 492 PAGE 168

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

ROAD EASEMENT MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being owners of all of the tract or parcels in Williams Township, Chatham County, North Carolina, recorded in Deed Book 342, Page 366, Book LJ, Page 389, Book 431, Page 801, Book 475, Page 298, Book 447, Page 785, and Book 477, Page 627 of the Chatham County Registry, hereby agree with each other and with all parties, firms or corporations now or hereinafter owning or acquiring any tract or parcel of land abutting or touching the easement described within, that those tracts or parcels are hereby subject to this Agreement for road maintenance, which agreement shall run with said properties by whomsoever owned; that,

WHEREAS, there is a certain sixty (60) foot wide access easement on the above described properties, the centerline of which is described on Appendix A, which is hereby incorporated by reference; and, *is recorded in Book 492, Page 168, Chatham County Registry*

WHEREAS, the parties hereto wish to provide for maintenance of said easement by all present and future owners of property abutting or touching this easement; and

WHEREAS, this easement benefits the above described property by providing access to State Road 1716;

NOW, THEREFORE, said parties herein agree as follows:

1. Each owner of land abutting or touching this easement agrees to be responsible for maintenance and upkeep of the easement in accordance with Chatham County and State of North Carolina standards for private gravel roads and all pertinent Subdivision Ordinances.

2. It is understood and agreed that Maintenance and repair called for by this agreement shall not be in excess of the above stated standard unless agreed by all the involved property owners. Any owner shall have the right to upgrade the standard of the road in whole or in part, but such owner shall be solely responsible for the cost of such upgrading unless otherwise agreed; and the other owners shall remain liable for the maintenance and repair of the road, but only to the extent that they would be liable had the standard of the road not been upgraded.

3. (a) For a period of five (5) years from the recording date of this Agreement, each owner and assignee shall pay a pro-rata share of the cost of the road maintenance based on the number of acres being served by this Road Agreement and the distance from N.C.S.R. 1716 as more particularly set forth in Paragraph 3 (b) hereinafter stated. Thereafter, each owner or assignee shall pay equally the costs of road maintenance based on the distance from N.C.S.R. 1716 as more particularly set forth in Paragraph 3 (b) hereinafter stated.

(b)(i) Each owner or assignee granted access to this road easement shall pay for the maintenance of the road from the westernmost point of the road in A. Hugh Stone's line as shown in a map entitled Access Road for Tarheel Wood Treating Company recorded in Plat Book 33, Page 48, Chatham County Registry, to N.C.S.R. 1716, with the westernmost point of the road in A. Hugh Stone's line being labelled "Station 1730" per map of Gallup Road, Chatham County, North Carolina, prepared by Miller & Associates, which map is incorporated herein by reference and referred to for a more particular and complete description; *and being recorded in Plat Cabinet A, Slide 640, Chatham County Registry.*

(b)(ii) All owners or assignees whose access to the easement is west of the point described in Paragraph 3(b)(i) above, said

point being west of Station 1730 shall pay for maintenance of the road from the western most point in Michael Hubbard and James Warrenfells line as shown in the above referenced map to the point described in Paragraph 3(b)(i) which westernmost point in Hubbard and Warrenfells line is Station 3345 to Station 1730 as more particularly shown upon the map entitled "Map of Gallup Road" hereinabove referenced;

(b)(iii) All owners or assignees whose access to the easement is west of the point described in Paragraph 3(b)(ii) above said point being west of Station 3345 shall pay for the maintenance of the road from the westernmost point in J. Daniel Butler's line as shown in the above referenced map to the point described in Paragraph 3(b)(ii) which westernmost point in J. Daniel Butler's line is Station 5695 to Station 3345 as more particularly shown upon the plat entitled "Map of Gallup Road" hereinabove referenced;

(b)(iv) Tarheel Wood Treating Company, its successors and assigns, shall pay for the maintenance of the balance of the road.

(b)(v) The number of acres being served by this road easement and distance from NCSR 1716 as set forth in Paragraph 3(a) and (b) are attached hereto pursuant to Appendix B which Appendix B is for purposes of illustration based upon the current ownership as of the date of this easement being signed and Appendix B does not encompass any assignees as of the date of the preparation of Appendix B.

4. No maintenance or repair shall be done unless and until a majority of owners or assignees required to maintain a section of the road agree that such maintenance and or repair shall be done to that section. Such agreement shall not be unreasonably withheld.

5. Owners of property and assignees herein involved agree to meet at least annually, and in any event whenever necessary. Dan Butler shall be responsible for calling the first meeting. Each year thereafter, the involved owners and/or their assigns shall elect one member to convene and direct the next year's meeting. The one elected or appointed shall serve in this capacity until a replacement is elected.

6. Any damage caused by driveway connections, by heavy trucks or machinery, or by abuse to the easement shall be repaired at the expense of the owners or assignees responsible for the damage.

7. A majority of the property owners or assignees responsible for the maintenance or repair of a section of the road shall have the power to file with the Register of Deeds of Chatham County a Notice of Assessment lien against any property for which a maintenance or repair assessment for the road section has not been paid within 30 days of such assessment; Such lien, however, shall be subordinant to any duly recorded first deed of trust.

8. The easement is freely assignable to serve lands other than those presently served. To recoup expense of road construction, each assignee not on land presently served shall pay a fee to his assignor equal to his total acreage divided by 644.94 acres multiplied by the cost of road construction (acreage 644.94 x cost of road). The cost of said road shall be documented by a copy of the final bill. Assignor shall be responsible for paying the present parties hereto their share of this assignment fee within 30 days of such assignment of right in the herein described easement. If such parties cannot be located after diligent search, such money due shall be applied to the general maintenance of the easement. The terms of this paragraph 8 concerning recoupment of payment for road construction shall be null and void 20 years after the date of this agreement.

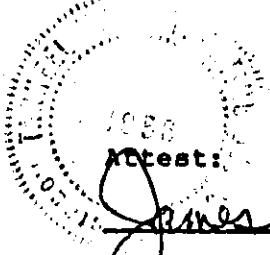
9. The present owners of said property now agree, and all subsequent owners or assignees do hereby agree by accepting a deed or any other property interest for any portion of said property, to be bound by the terms of this agreement, in accordance with the laws of North Carolina.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seals to be hereunto affixed by authority of its Board of Directors, this 3rd day of January, 1986.

_____ (SEAL)	<u>J. Daniel Butler</u> (SEAL)
A Hugh Stone	J. Daniel Butler
_____ (SEAL)	<u>Carol H. Butler</u> (SEAL)
Helen B. Stone	Carol H. Butler
<u>Clyde V. Davis</u> (SEAL)	<u>Michael W. Hubbard</u> (SEAL)
Clyde V. Davis	Michael W. Hubbard
<u>Margaret B. Davis</u> (SEAL)	<u>James Carey Warrenfels</u> (SEAL)
Margaret B. Davis	James Carey Warrenfels
<u>John S. Peeler</u> (SEAL)	
John S. Peeler	

TARHEEL WOOD TREATING COMPANY, INC.

By: Edward Gallup
President



Attest:
James A. Gallup
Secretary

APPENDIX A

BEGINNING at a point in the centerline of S.R. 1716

thence N 54°01'14" W, 13.46 ft to the point of curvature for curve # 1;

thence with the curve to the left 241.15 ft. to the point of tangency of the curve, said curve having a radius of 215.24 ft. and a central angle of 64°01'33";

thence S 61°46'45" W, 140.31 ft. to the point of curvature for curve # 2;

thence with the curve to the right 257.31 ft. to the point of tangency of the curve, said curve having a radius of 228.69 ft. and a central angle of 64°27'59";

thence N 53°45'16" W, 300.53 ft. to a point, said point being S 36°14'44" W, 99.52 ft. from Corps of Engineers monument # 203;

thence N 53°45'16" W, 240.20 ft. to a point;

thence N 56°27'38" W, 328.70 ft. to the point of curvature for curve # 3;

thence with the curve to the left 210.55 ft. to the point of tangency of the curve, said curve having a radius of 294.56 ft. and a central angle of 40°57'19"; said point also being the point of curvature for curve #4;

thence with the curve to the right 171.21 ft. to the point of tangency of the curve, said curve having a radius of 674.32 ft. and a central angle of 14°32'52";

thence N 82°52'05" W, 39.95 ft. to the point of curvature for curve # 5;

thence with the curve to the right 142.62 ft. to the point of tangency of the curve, said curve having a radius of 496.35 ft. and a central angle of 16°27'48";

thence N 66°24'17" W, 94.31 ft. to the point of curvature for curve # 6;

thence with the curve to the left 99.37 ft. to the point of tangency of the curve, said curve having a radius of 362.12 ft. and a central angle of 15°43'23";

thence N 82°07'40" W, 222.90 ft. to the point of curvature for curve # 7;

thence with the curve to the left 144.16 ft. to the point of tangency of the curve, said curve having a radius of 574.83 ft. and a central angle of 14°52'01";

thence S 83°00'19" W, 79.35 ft. to the point of curvature for curve # 8;

thence with the curve to the right 158.52 ft. to the point of tangency of the curve, said curve having a radius of 312.74 ft. and a central angle of 29°02'28";

thence N 67°57'13" W, 113.09 ft. to the point of curvature for curve # 9;

thence with the curve to the left 262.64 ft. to the point of tangency of the curve, said curve having a radius of 306.34 ft. and a central angle of 49°07'18";

thence S 62°55'29" W, 417.30 ft. to the point of curvature for curve # 10;

thence with the curve to the left 234.07 ft. to the point of tangency of the curve, said curve having a radius of 430.97 ft. and a central angle of 31°07'08", said point also being the point of curvature for curve # 11;

thence with the curve to the right 256.00 ft. to the point of tangency of the curve, said curve having a radius of 262.53 ft. and a central angle of 55°52'17", the point of intersection of the lines of curvature and tangency being an existing concrete monument;

thence S 87o40'38" W, 394.75 ft to a point;
 thence N 88o13'33" W, 214.60 ft to a point;
 thence S 88o12'10" W, 278.13 ft to the point of curvature
 for curve # 12;
 thence with the curve to the right 353.76 ft. to the point
 of tangency of the curve, said curve having a radius of 1715.29
 ft. and a central angle of 11o49'00";
 thence N 79o58'50" W, 96.97 ft. to the point of curvature
 of curve # 13;
 thence with the curve to the left 99.80 ft. to the point of
 tangency of the curve, said curve having a radius of 653.66
 ft. and a central angle of 08o44'54";
 thence N 88o43'54" W, 48.56 ft. to the point of curvature
 of curve # 14;
 thence with the curve to the right 187.79 ft. to the point
 of tangency of the curve, said curve having a radius of 220.73
 ft. and a central angle of 48o44'41";
 thence N 39o59'03" W, 593.82 ft. to the point of curvature
 of curve # 15;
 thence with the curve to the right 199.07 ft. to the point
 of tangency of the curve, said curve having a radius of 841.52
 ft. and a central angle of 13o33'13";
 thence N 26o25'50" W, 130.65 ft. to the point of curvature
 of curve # 16;
 thence with the curve to the left 251.46 ft. to the point
 of tangency of the curve, said curve having a radius of 228.24
 ft. and a central angle of 63o07'32";
 thence N 89o33'22" W, 208.22 ft. to the point of curvature
 of curve # 17;
 thence with the curve to the right 199.72 ft. to the point
 of tangency of the curve, said curve having a radius of 1547.43
 ft. and a central angle of 07o23'42";
 thence N 82o09'40" W, 377.73 ft. to the point of curvature
 of curve # 18;
 thence with the curve to the left 411.63 ft. to the point
 of tangency of the curve, said curve having a radius of 280.00
 ft. and a central angle of 84o13'52";
 thence S 13o36'28" W, 226.29 ft. to the point of curvature
 of curve # 19;
 thence with the curve to the right 117.54 ft. to the point
 of tangency of the curve, said curve having a radius of 237.69
 ft. and a central angle of 28o20'03";
 thence S 41o56'31" W, 318.53 ft. to a point;
 thence S 45o41'17" W, 192.66 ft. to the point of curvature
 of curve # 20;
 thence with the curve to the right 231.07 ft. to the point
 of tangency of the curve, said curve having a radius of 478.05
 ft. and a central angle of 27o41'40";
 thence S 73o22'57" W, 4.87 ft. to the end of the easement;

All as described in construction plans prepared by Miller
 Associates, P. O. Box 488, 1378 Charleston Drive, Sanford, NC
 27330 entitled "Tarheel Wood Treating Access Road", and dated
 11-84, project #13084.

APPENDIX "B"

DISTANCES

- 1. The distance from NCSR #1716 to A. Hugh Stone's westernmost point of the road or Station 1730 is 1730 feet
- 2. The distance from the westernmost point in J. Daniel Butler's line or Station 5695 to the westernmost point of the road in A. Hugh Stone's line which is Station 1730 is 3966 feet
- 3. The distance from the westernmost point in J. Daniel Butler's line or Station 5695 for the balance of the road is 3490 feet ^{2DB} _{QAB}

ACREAGE

<u>Landowner</u>	<u>Acreage</u>
Tarheel Wood Treating Co., Inc.	527 ac.
Mr. Dan Butler	113 ac.
Mr. Michael Hubbard & Mr. James C. Warrenfells	31 ac. } - 144 acres
Mr. Hugh Stone	57 ac.
Mr. John Peeler	9.51 ac.
Mr. Clyde Davis	7.43 ac.
TOTAL ACREAGE	<u>644.94 ac.</u>

State of North Carolina
County of Orange

I, a Notary Public in and for the County and State above do hereby certify that John S. Peeler, widower, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 6 day of Jan 1985

My commission expires:
2-15-89

Barbara M. [Signature]
Notary Public



State of North Carolina
County of Orange

I, a Notary Public in and for the County and State above do hereby certify that Clyde V. Davis and wife, Margaret B. Davis personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 4th day of Jan 1985

My commission expires:
4/4/90

Kathryn Cantrell [Signature]
Notary Public



State of North Carolina
County of _____

I, a Notary Public in and for the County and State above do hereby certify that A. Hugh Stone and wife, Helen B. Stone personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this _____ day of _____, 1985.

My commission expires:

Notary Public

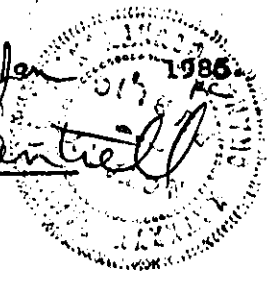
State of North Carolina
County of Orange

I, a Notary Public in and for the County and State above do hereby certify that Michael W. Hubbard, single, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 4th day of Jan 1985

My commission expires:
4/4/90

Kathryn Cantrell [Signature]
Notary Public



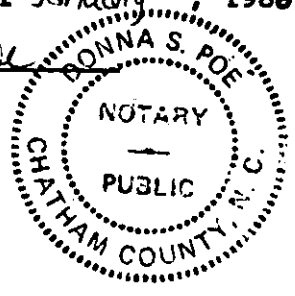
State of North Carolina
County of Chatham

I, a Notary Public in and for the County and State above do hereby certify that J. Daniel Butler and wife Carol H. Butler personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 3rd day of JANUARY, 1986.

My commission expires:
7-27-88

Donna S. Poe
Notary Public



State of North Carolina
County of Orange

I, a Notary Public in and for the County and State above do hereby certify that James Carey Warrenfells, single, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this 1st day of Jan, 1986.

My commission expires:
4/1/90

Kathryn Cantrell
Notary Public

State of North Carolina
County of Wake

I, a Notary Public for the County and State above certify that James S. Gallup personally appeared before me this day and acknowledged that he is Secretary of Tarheel Wood Treating Company, Inc, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by James S. Gallup as its attesting officer.

Witness my hand and Notarial Seal, this 3 day of January, 1986.

My commission expires:
6-16-1990

Doris J. Hamm
Notary Public

NORTH CAROLINA, CHATHAM COUNTY

The foregoing certificate(s) of Barbara Moon, Kathryn Cantrell, Donna S. Poe, and Doris J. Hamm, ~~XXXXXX~~ (Notaries) Public is (are) certified to be correct. This instrument was presented for registration at 2:12 o'clock P. M., on March 19, 19 86, and recorded in Book 492, Page 168.

FLEET BARBER REDDISH
Register of Deeds

By: Debra H. Thomas
Assistant,

