

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 specifications 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