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CHATHAM COUNTY NC
LUNDAY A. RIGGSBEE
REGISTER OF DEEDS

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BOOK 02386
START PAGE 0537
END PAGE 0542
INSTRUMENT # 09237
EXCISE TAX (None)

RESTRICTIVE COVENANTS

RETURN TO:

Frank R. Dunphy II and Cherie H. Dunphy
2432 Andrews Store Road
Pittsboro, NC 27312

Frank R. Dunphy, II and Cherie H. Dunphy (hereinafter "Declarant") hereby declares that the real property **BEING** all of certain Lots 1-4 inclusive (15 Versailles Lane, 33 Versailles Lane, 67 Versailles Lane, and 81 Versailles Lane, respectively), Final Plat of Subdivision for Versailles Lane, all easements, public and private, all rights of ways not yet publicly dedicated, open space, and all other property of any type as shown on a map thereof recorded in Book of Maps 2023, Page 227 and Page 233, Chatham County Registry, to which plat reference is hereby made for a more particular description (the "Lots") and made a part of Versailles Lane Subdivision (hereinafter the "Subdivision") is and shall hereafter be held, transferred, sold, and conveyed subject to the following restrictive covenants, which shall be appurtenant to and run with the land, by whomsoever owned, to wit:

1. LAND USE AND BUILDING TYPE. All Lots shall be used for single-family residential purposes.

Garages, carports, and other accessory structures designed for accessory parking of automobiles constructed on the Lots shall meet the following requirements:

- a) no metal buildings, no metal carports are allowed
- b) no vinyl, plastic or PVC constructed sheds are allowed
- c) no more than 3 outbuildings shall be permitted on any lot

2. DWELLING SIZE. The minimum heated square footage of a dwelling, exclusive of open or screened porches, carports, garages, finished attics, and decks, may not be less than three thousand (3,000) square feet.

3. BUILDING SETBACKS; HOUSE LOCATION. No dwelling shall be located on any lot nearer to the front, side or rear property than is permitted under the Unified Development Ordinance of Chatham County. For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports, steps, and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the Unified Development Ordinance of Chatham County as it exists as of the date of issuance of a certificate of occupancy for such dwelling.

4. FENCES. No fence or wall shall be erected on any Lot closer to any side street than the side building setback line. No chain-link fencing visible from Versailles Lane shall be permitted. Any fence or wall installed within the subdivision must meet all requirements of the Unified Development Ordinance of Chatham County. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot or Lots.

5. TEMPORARY STRUCTURES. No residence of a temporary nature shall be erected or allowed to remain on any Lot covered by these covenants. No trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

6. PARKING; DRIVEWAYS AND PARKING PADS. Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., garage, driveway, or parking pad. No unenclosed parking shall be constructed or maintained on any Lot except a driveway and an attached parking pad.

No boat or boat trailer shall be parked on Versailles Lane.

No mobile house trailer (whether on or off wheels), vehicle, or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), tractor trailer trucks or cabs, or commercial vehicle of any kind shall be parked on Versailles Lane or any Lot within the Subdivision.

All vehicles operated within the subdivision must be in normal working condition with current inspections, insurance, and registration. No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other Lot within the Subdivision or from Versailles Lane, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.

One (1) large (exceeding twenty (20) feet in length) Recreational Vehicle (RV) may be parked on the property so long as that RV is parked behind the front building plane of the home (may also be parked at side or rear of home). RV must be always covered when not actively being accessed.

All driveway pipes must be constructed to meet North Carolina Department of Transportation ("NCDOT") standards. Any questions regarding the construction of the driveway pipes may be obtained from the local NCDOT office.

7. ANIMALS. No animals, livestock, or poultry of any kind may be bred, maintained, or boarded for commercial purposes on the Lots within the Subdivision. All dogs kept outside must be fenced. Horses shall be permitted, with no more than 2 (two) horses or 2 (two) miniature ponies. No boarding of horses or miniature ponies may be permitted for commercial purposes.

8. NUISANCES; BUSINESS ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business trade or activity may be conducted on any Lot unless permitted by the Unified Development Ordinance of Chatham County or other zoning ordinance.

9. SIGNS. Except as otherwise allowed by Chatham County, no sign of any kind shall be displayed to the public on any Lot except signs used to advertise Lots for sale and signs in support of political candidates which will appear on the ballot of a primary, general, or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election. No sign shall be larger than ten (10) square feet.

10. ANTENNAS SATELLITE DISHES OR DISCS. No radio or television transmission or reception towers or antennas shall be erected on a Lot other than a customary television or radio reception antenna, which shall not extend more than ten (10) feet above the top roof ridge of the house. However, a satellite antenna

receiver or disc will be permitted on a Lot if: (i) the receiver or disc is located on a side of the house away from the street and within the building setback lines applicable to that Lot; and (ii) the receiver or disc is located or screened in such a way that it cannot be seen from any street within the Subdivision. In no event shall any free-standing transmission or receiving tower be permitted on any Lot.

11. MAINTENANCE OF LOT; CONSTRUCTION, GENERAL APPEARANCE.

The owner of each Lot shall maintain the grounds and improvements on his Lot, including, but not limited to, plantings, landscaping, and lawns, always in a neat and attractive manner and in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such Lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the owner may, at his option, either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be in accordance with this agreement and shall be continued with reasonable diligence to completion. No partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable period as is necessary for completion. The owner of each Lot shall always keep contiguous private street free from any dirt, mud, garbage, trash, or other debris resulting from any such construction on the owner's Lot.

12. GARBAGE; UNSIGHTLY STORAGE. All trash shall be kept in garbage cans stored in such a manner as not to be visible from the private street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be removed from Versailles Lane within 24 hours of the scheduled pickup.

13. SUBDIVISION OF LOTS. No Lot shall be subdivided, by sale or otherwise, to reduce the total Lot area shown on the recorded maps or plats, except by and with the written consent of Chatham County.

14. ENFORCEMENT. Enforcement shall be the responsibility of the homeowners of the Subdivision, but the Declarant shall also have the right to bring enforcement proceedings while the Declarant owns a lot within the Subdivision. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both. The prevailing party in any enforcement proceeding shall be entitled to recover from the adverse party a reasonable sum for reimbursement for attorney's fees and court costs incurred in enforcing or defending matters related to these covenants in an amount to be determined by the court.

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

16. TERM. These covenants shall run and bind the land and all property owners thereof for a period of twenty-five (25) years from the date they are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These covenants may be amended by the Declarant until all four (4) Lots are sold, without the approval or joinder of any other person. These covenants may then be amended after all four (4) Lots are sold and during the first twenty-five (25) year period by an instrument signed by a majority of the then property owners.

17. DECLARANT. Nothing contained in these covenants shall be construed to permit interference with the development of the Lots by the Declarant so long as said development follows the general plan of development previously approved by Chatham County.

(Signature Page to Follow)

G.S. 10B-41 NOTARIAL CERTIFICATE FOR ACKNOWLEDGEMENT

Chatham County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Frank Dunphy II ; Cherie Dunphy

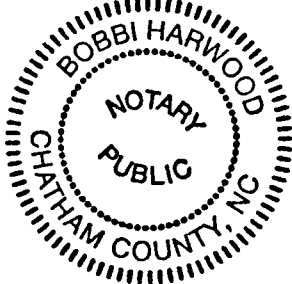
Name(s) of Principals

Frank R. Dunphy, II
Frank R. Dunphy, II

Cherie H. Dunphy
Cherie H. Dunphy

Date: 10-20-2023

(Official Seal)



Bobbi Harwood
Official Seal of Notary

Bobbi Harwood Notary Public
Notary's printed or typed name

My commission expires: 11-08-2027