

Amend B/C 794 Pg 418

416-341

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

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DECLARATION OF RESTRICTIONS
AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS that James P. Riggsbee and wife, Edna C. Riggsbee are the owners of all that certain parcel of land containing 112.55 acres, more or less, depicted upon the plat entitled "Hills of the Haw", recorded in Plat Book 24 Page 27 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.

Now, THEREFORE, James P. Riggsbee and wife Edna C. Riggsbee do 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 112.55 acres, more or less, according to the plat recorded in Plat Book 24, Page 27 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:

1. Subject to the proviso contained in the sentence next below, only one single family residence may be constructed on any tract. Provided, however, that if the purchaser desires and can fulfill 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.

2. All tracts and any buildings constructed thereon shall be used for residential purposes only and shall not at any time be used for purposes of trade, business or manufacturing or any other industrial or commercial use. This shall not preclude crafts or a professional from having an office in his home.

3. No dwelling or residential structure shall be located upon any building lot or site nearer to the front property line than 50 feet or nearer to the side and rear property lines than 50 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 1,200 square feet of floor space. Measurements for computing floor space shall be made from outside wall lines.

5. No structure of a temporary character, trailer, basement, vehicle, tent, shack, garage, barn or any other outbuilding shall be inhabited, located or used upon any tract at any time as a residence, either temporarily or permanently. This restriction shall not apply to guest houses permitted hereunder as an accessory to a residence situated on any tract.

6. No tract shall be used or maintained as a dumping ground for rubbish, and no junk or disabled motor vehicle shall be allowed upon 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 farm animals 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 and household pets may be kept on homesites under reasonable regulations of control and sanitation.

10. Any structure for the keeping of animals or fowl shall be located at least 200 feet from the nearer right-of-way line of any street or road and at least 100 feet from any adjacent property line. No structure for said purposes shall be located between any dwelling constructed upon any tract and any street or road.

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

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

13. 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.

14. Every tract within Hills of the Haw shall be subject to assessment from time to time for maintenance of the Private Road as shown on the Plat. Each tract owner shall contribute the sum of twenty-five (\$25.00) dollars to a fund to be known as Hills of the Haw 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 Hills of the Haw. The owners of each tract shall be responsible for a prorata share of any cost of road maintenance which exceeds the funds held in the Road Maintenance Fund, provided that these funds may be used only for road maintenance expenses approved by majority vote, as hereinafter defined.

The Hills of the Haw Road Maintenance Fund shall be owned jointly by all the tract owners of Hills of the Haw 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 Hills of the Haw Homeowners' Association, which shall have the power to file with the Register of Deeds of Chatham County a Notice of Assessment Lien against any lot for

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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 Hills of the Haw Homeowners Association shall be comprised of all lot owners in Hills of the Haw, and shall be charged with the responsibility of maintaining the private roads shown on the plat and any other private roads constructed 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 necessary for the levy of assessments or expenditure of monies), at a meeting of the lot owners held after reasonable notice to all such lot owners. The owners of each tract shall have one vote per acre of land owned (or portion thereof) in the proceedings of the Association. The Association shall organize, elect officers, and operate freely within the restrictions herein contained.

15. Any damage caused by driveway connections to the Private Road shown on the Plat, or the ditches or shoulders of the road or to the flow of drainage water along the said road, shall be repaired at the expense of the owners connecting such driveways.

16. 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 Owner, 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 additional period of time by a written declaration of the owners of two-thirds of the tracts within this area provided such declaration is recorded in the office of the Register of Deeds of Chatham County, North Carolina, six (6) months prior to January 1, 2000, and 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 upon which such restrictions are to be changed, and (b) the owners of two-thirds of all the tracts within the area covered by these restrictions.

17. Invalidation of any one 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.

18. 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.

19. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions, either to restrain violation or recover damages.

IN WITNESS WHEREOF, James P. Riggsbee and wife, Edna C. Riggsbee, owners of said property, have hereunto set their hands and seals, this 14th day of September, 1978.

James P. Riggsbee (SEAL)
James P. Riggsbee

Edna C. Riggsbee (SEAL)
Edna C. Riggsbee

State of North Carolina

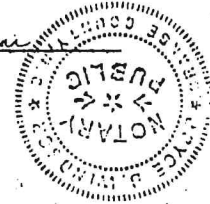
County of

I, Joyce B Windsor, a Notary Public in and for the County and State above do hereby certify that James P. Riggsbee and wife, Edna C. Riggsbee personally appeared before me this day and acknowledged the due execution of the foregoing Restrictive Covenants.

WITNESS my hand and Notarial Seal, this 14th day of September 1978.

Joyce B Windsor
Notary Public

My Commission Expires:
Jan 24, 1982



NORTH CAROLINA, CHATHAM COUNTY

The foregoing certificate(s) of Joyce B. Windsor, a Notary

..... is (are) certified to be correct. This instrument was presented for registration at 11:40 o'clock A.M. on September 15 1978, and recorded in Book 416, Page 341.

FLEET BARBER REDDISH
Register of Deeds
OWEN S. DURN CO. 21022

By: Margaret C Baker
Assistant/Deputy