

Return To: Don Oakes
4112 Blue Ridge Rd.
Raleigh, NC 27612

04172

BOOK 517 PAGE 716

NORTH CAROLINA
CHATHAM COUNTY

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR BROOKS CREEK

This Declaration, made this 12 day of October, 1987,
by Brooks Creek Associates, hereinafter called the "Declarant";

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and desires to subject such Property to the Covenants set forth herein, each and all of which shall inure to the benefit of and pass and run with said Property, and each and every lot and parcel thereof, and shall apply to and bind the successors in interest to any owner thereof.

NOW, THEREFORE, Declarant hereby declares that the real property described in and referred to in Article I hereof, is and shall be held, transferred, sold and conveyed subject to the Protective Covenants set forth herein.

ARTICLE I

The real property which is, and shall be held, transferred, sold and conveyed subject to the Protective Covenants set forth in this Declaration is located in Chatham County, North Carolina and particularly more described as all of Lots 1 through 4, according to a map recorded on Plat Slide 87, Page 302, Chatham County Registry, and all of Lots 26 through 31, and Lot 33, according to a map recorded on Plat Slide 87, Page 303, Chatham County Registry. The real property described in Article I hereof is subjected to the Purchase Covenants and Restriction hereby declared to insure the best use and most appropriate development and improvements of each lot thereof; to protect the owners of lots against improper use of surrounding lots as will depreciate the value of their Property; to preserve, so far as practicable, the natural beauty of said Property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials, to obtain harmonious color schemes; to insure the highest and best development of said Property; to encourage and

Book 524 Page 320
Amended to Cov of Peds
Release
Foreclosure

secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvements on lots; to secure and maintain property setbacks from streets and adequate free space between structures, and in general, to provide adequately for a high type and quality of improvements on said Property and to enhance the value of investments made by purchasers of lots therein.

ARTICLE II

COVENANTS, CONDITIONS AND RESTRICTIONS

All of the Property described in Article I above shall be subject to the following restrictions and covenants:

Section 1. Dwellings and Lot Size.

(a) There shall be no more than one dwelling unit for each lot.

(b) All residential buildings shall be free-standing single family dwellings; provided, however that an owner may include one apartment located either as part of the owner's residence or a garage structure.

(c) There shall be no mobile homes or totally pre-manufactured home, permitted on the Property as dwelling units; provided, however, that log homes are expressly permitted hereunder.

(d) The heated floor area of all residential structures, exclusive of open porches and garages, shall be not less than 1250 square feet.

(e) No trailer, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(f) All houses, garages, barns or other structures shall be placed, designed, finished and maintained so as to be architecturally attractive.

(g) No portion of any house, or outbuilding shall be less than 75 feet from the center line of any street on which such lot abuts, nor less than 50 feet from any other adjoining

property lines; provided, however, that fences within such areas are expressly permitted.

Section 2. Use of Property. No lot shall be used except for residential purposes, except that nothing herein shall preclude the use of any lot as a recreational area for the lot owners, and, nothing shall preclude the use of a lot by Declarant for a model home or homes for marketing or as a temporary sales office.

Section 3. Domestic Animals.

(a) No hooved animals shall be grazed, sheltered or kept on the Property or any portion thereof, except that one horse or one pony per two acres may be maintained.

(b) No fowl except pets may be caged, penned or kept on the Property or any portion thereof, except that one dozen fowl may be maintained for each 4 acres of the Property.

(c) Any dog owned or kept by any Owner shall be confined to the Owner's lot at all times when not on a leash and shall not be allowed to run loose on the Property. No more than two adult cats may be kept on any lot and no cat shall be permitted to roam outdoors unless they are wearing bell collars.

Section 4. Waste Disposal. Nonbiodegradable garbage waste materials such as plastics, metals and glass shall be removed from the Property at least monthly. Biodegradable garbage and waste not removed from the Property shall be buried or composted.

Section 5. Signs. No signs, billboards or advertising devices of any kind shall be placed or otherwise installed or erected on any lot or building except as follows:

(a) An entrance sign designating the Property as Brooks Creeks and the name, address and phone number of the Owner, developer, manager, or realtor of the Property;

(b) Signs not to exceed six square feet, and designating the name of any lot or parcel, the residence thereof, and/or the address thereof, providing there shall be no more than one such sign for each lot; and

(c) Signs not to exceed three square feet, for the purpose of advertising lots for sale, and not to exceed one and one-half square feet, to give notice of restrictions to hunters and trespassers.

Section 6. Motor Vehicles.

(a) No motorcycles, trail bikes, or other motor vehicles shall be operated on the Property except on designated private roads and on the drives from the private roads to the dwellings, outbuildings and for agricultural or maintenance purposes.

(b) No junked, abandoned, or inoperable motor vehicle shall be maintained on the Property.

Section 7. Fires.

(a) All containers for fire or sites for fires, including chimneys and grills, shall be fitted with spark screens or other suitable means of fire control, except as expressly permitted in subparagraphs (b) and (c) below.

(b) There shall be no burning (including leaves and other vegetation) outside such proper containers and unless all necessary governmental permits are first obtained.

(c) The burning of coal, charcoal, gas or oil in furnaces, grills, stoves, fireplaces or other containers which are safely designed for the burning thereof is specifically allowed.

Section 8. Conservation of Natural Areas.

(a) "Conservation Lands" are lands preserved in their essentially natural state subject to management by the processes of nature. A perimeter of at least 30 feet in width on the side and back borders of each lot shall be restricted to conservation land use. Such perimeter shall not be disturbed in any way except that two strips not wider than 60 feet each shall be allowed for combined entrance, exit, utility lines, and septic systems, and, provided further, that open spaces that now exist and which may fall within such 30 feet perimeter may remain and be maintained for permitted agricultural or other uses.

(b) No more than 50% of any lot may be employed for domestic land use. "Domestic lands" are lands used for roads, buildings, structures or agriculture.

(c) The clearing and dedication of roads and utilities rights-of-way presently existing on the Property, or which may be reserved, and hereafter reserved by Declarant, is hereby specifically allowed, notwithstanding any provision of this Declaration to the contrary.

Section 9. Siltration Control. Soil shall not be disturbed within 25 feet of any spring, branch, creek or other natural surface water, except for the following purposes:

(a) To confine or store water for domestic purposes, including, but not limited to, the enclosure of springs for a water supply;

(b) To install plumbing used to obtain and draw water from such a source; and

(c) To construct ponds or bridges, roads and culverts leading to, from or across such waters.

Section 10. Hunting. There shall be no hunting of game or "vermin" either with guns, arrows, slingshots, or any other weapons, except that traps that capture animals live and unharmed may be used in domestic areas; mouse and rat traps may be used in dwellings and outbuildings; and snakes and other animals may be captured by any feasible means nonhazardous domestic animals or humans. Wild dogs or dogs menacing live stock or humans may be disposed of in any feasible manner.

Section 11. Driveways. Each lot on the Property must have a separate driveway with a minimum width of 15 feet where such driveway meets the street, and a minimum width of 10 feet at all other points. Each such driveway shall be entirely paved for a minimum of 30 feet from the point where such driveway meets the street.

Section 12. Reservation of Easement. Declarant reserves for itself, its successors and assigns, a 10-foot temporary construction easement running parallel with the streets to be located on the Property. Such easement shall terminate upon

acceptance of the maintenance of such streets by state or county governmental authorities.

Section 13. Amendments. These restrictions and covenants shall be binding for a period of 30 years from the date hereof, and may be extended thereafter, in whole or in part by majority vote of the owners of the lots. These restrictions and covenants may be amended or modified at any time by a two-thirds majority vote of owners. The owners may, by a majority vote, establish a committee and delegate their rights hereunder, including the right to amend or modify these covenants, to such committee. For purposes of this section, the owner of each lot shall be entitled to a single vote, except that Declarant shall have three votes for each lot owned by Declarant until such time as 75% of all the lots subject to these covenants have been sold, after which time Declarant shall have only one vote for each such lot.

Section 14. No Waiver of Restrictions. No waiver of a breach of any of the restrictions or covenants herein contained shall be construed to be a waiver of any other breach of the same, or other restrictions or covenants; nor shall failure to enforce any one of such restrictions be construed as a waiver of any other restriction or covenant.

Section 15. Enforcement. These restrictions shall operate as covenants running with the land for the benefit of any and all persons who may now may own, or hereafter may own any part or parcel of the Property above described, and such persons have specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions and to recover any damages separate from any violation thereof or to restrain violations.

Section 16. Validity. The invalidation of any one provision of these restrictions and covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

BOOK 517 PAGE 722

IN WITNESS WHEREOF, Declarant has hereunto set its hand and affixed its seal to this Declaration of Covenants, conditions and restrictions, as of the day and year first above written.

BROOKS CREEK ASSOCIATES

By: ADS ASSOCIATES, a North Carolina general partnership and a general partner

By: Alton L. Smith, III
General Partner

NORTH CAROLINA

Wake COUNTY

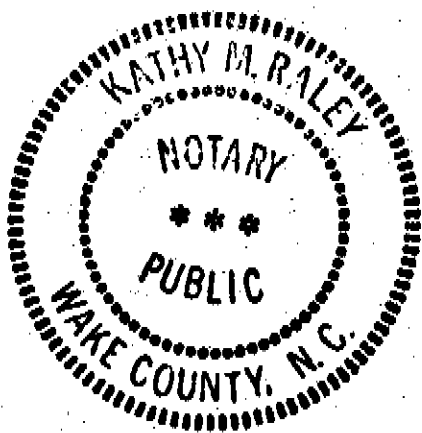
I, Kathy M. Raley, a Notary Public of the County and State aforesaid, certify that Alton L. Smith, III, general partner of ADS Associates, general partner of BROOKS CREEK ASSOCIATES, a North Carolina general partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this 12th day of October, 1987.

Kathy M. Raley
Notary Public

My Commission Expires:

2-2-91



NORTH CAROLINA, CHATHAM COUNTY

The foregoing certificate(s) of

Kathy M. Raley,

Notary (Notaries) Public is (are) certified

to be correct. This instrument was presented for registration at 11:15 o'clock a. M., on October 12,
19 87, and recorded in Book 517, Page 716.

FLEET BARBER REDDISH
Register of Deeds

By: Reba S. Thomas
Assistant