

Prepared By Homewood Realty

BOOK 489 PAGE 193

PROPOSED COVENANTS FOR ROUNDTOP HILL

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ROUNDTOP HILL SUBDIVISION

THIS DECLARATION, made and entered into this the 31 st day of December, 1985 by GUS ALSTON WOMBLE hereinafter called DECLARANT;

WITNESSETH:

THAT WHEREAS, the DECLARANT is the owner of the real property described in Article I below, and WHEREAS, DECLARANT has adopted a uniform scheme for the development of said property in accordance with the purposes as set forth in Article II below;

NOW THEREFORE, DECLARANT hereby makes the following declaration as to limitations, restrictions and uses to which the real property described in Article I may be put, and hereby specifies that such declarations shall constitute restrictions and covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming unto them and shall be for the benefit of and in limitation on all future owners and residents of said property, this declaration of covenants, conditions and restrictions being designed to achieve the purposes set out in Article II below.

ARTICLE I

The real property subject to this declaration is described as follows: All that certain tract of land containing 346.29 acres, more or less, as more particularly shown upon that plat entitled "Gus M. Womble", recorded in plat cabinet A, slide 215, Chatham County Registry, to which plat reference is hereby made for a more particular and complete description and all that certain tract of land containing 1.35 acres, more or less, and being all of tract A, per plat recorded in plat cabinet A, slide 543, Chatham County Registry, SAVE AND EXCEPT all of Tract B containing 4.75 acres, as per Plat recorded in Plat Cabinet A, Slide 543, Chatham County Registry.

The above described property is described from this point on as "Round Top Hill," being the name of this subdivision.

ARTICLE II

The restrictions and covenants contained herein are for the purpose of developing a community of safe, healthful and harmonious living in keeping with the uniform plan of development, and are in the interests of public health, protection of all forms of wildlife, both flora and fauna, protection of water and air quality, and other environmental and social benefits. These measures are instituted so that the property described in Article I above and other land in the same locality may benefit by a decrease in the hazards of pollution and environmental degradation and by the dynamic stability of the natural environment and its ecosystems.

ARTICLE III

DEFINITIONS

Section One: "Lot" shall mean and refer to any plot of land in single ownership.

Section Two: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties excluding those having such interest merely as security for performance of an obligation.

Section Three: "Properties" shall mean and refer to all that certain real property described above.

Section Four: "Conservation Lands" shall mean any land within the floodplain of a watercourse and any area within 100 ft. of a streambank and all land within fifty feet of any lot line, existing or created within this property. Provided, however, that as of the date of recordation of these covenants land which is already cleared is exempt from this provision.

Section Five: "Dwelling" shall mean any building used for or designed for human occupancy, including an attached apartment or a detached guest house if either of the latter two have any of the following: kitchen, running water, toilet, tub or shower.

Section Six: "Resident" shall mean any person who resides or lives on a subject property for more than thirty days in any calendar year.

Section Seven: "Mobile Home" shall mean any home primarily manufactured off the premises and constructed and positioned so as to be movable on wheels, regardless of whether the wheels are removed from the structure or not; but not including manufactured homes which are over 14 ft. wide, permanently attached to masonry foundations or treated wood foundations constructed according to prevailing building codes.

ARTICLE IV

RESTRICTIONS AS TO THE DIVISION AND USE OF PROPERTIES

All of the property described in Article I above and all subdivisions thereof shall be subject to the following conditions, restrictions and covenants:

Section One: Dwellings and lot sizes

- (a) Each lot shall contain at least five acres and no lot shall be subdivided into lots of less than five acres;
- (b) There shall be no more than one dwelling unit per each five acres of lot size on any one lot except that an attached apartment of no more than half the size of a main dwelling may exist any by increasing the minimum lot size to seven acres.
- (c) Clustered units, duplexes, etc. are permitted if the lot size is large enough to average no less than five acres per dwelling unit.
- (d) Mobile homes as defined in these declarations shall be permitted for a period not to exceed two years, provided that construction on a permanent dwelling begins within one year of placing the mobile home on the property.

Section Two: Conservation of Natural Areas and Natural Benefits

- (a) Conservation Lands are lands in their essentially natural state subject to management by the processes of nature for the benefit of nature and the instruction and enjoyment and benefit of the residents. Conservation lands shall include all land within 100 ft. of the bank of any stream or branch and all land within fifty feet of any lot line, existing or created within this property, provided however, that as of the date of recordation of these covenants land which is already cleared is exempt from this provision. The lands within fifty feet of the lot lines may be breached for no more than two

PAGE 4

BOOK 489 PAGE 196

driveway entrances and for utility lines, total breeched area for any one lot not being more than 75 ft. wide. Also drives and power lines may be run along lot lines to serve the maximum number of lots with minimum clearing so long as a fifty foot border of conservation land is maintained on either side of the disturbed area. These provisions shall not apply to lands scheduled for timber harvest and management by the owner of record as of April 1, 1985.

(b) In order to maintain a base of wildlife habitat and land that buffers residents from each other's activities, of each individual parcel 20 % shall be reserved for natural or managed forest land as opposed to cropland, pasture, or development.

(c) The clearing and dedication of road and utility rights of way presently existing on subject property or which may be reserved, or hereafter reserved, by Declarants for access to the various lots is hereby specifically allowed and exempted from any provisions of this Declaration to the contrary.

Section Three: Commercial and business uses limited

No manufacturing, commercial or business enterprise or enterprises of any kind for profit shall be maintained on, in front of or in connection with the properties, nor shall such property in any way be used for other than strictly residential purposes. This restriction shall not be construed, however, as preventing the following uses:

(a) The practice of a profession by residents in home offices so long as such activities are conducted within the residence of the professional, and provided no more than three persons may be employed on the premises by the professional and provided clients are seen only on an appointment basis.

(b) The teaching of students by a resident, provided that no more than sixteen non-resident students may be on resident's premises during any one week for lessons or teaching purposes; provided that a resident may provide day care center for no more than sixteen children, (including residents) each week.

(c) The manufacture, construction, or otherwise preparation for the sale of "handcraft" articles and art by residents in buildings of no more than 2,000 sq. ft. of floor space other than a residence, provided that no more than three nonresidents may be employed on the premises, and provided no retail trade may be conducted on the premises except by mail or on an appointment basis.

PAGE 5

BOOK 489 PAGE 197

(d) The raising of animals and crops for profit is specifically permitted as are other pursuits of horticulture, agriculture, and animal husbandry but specifically prohibited are commercial, contract growing chicken houses, the commercial processing and packaging of food or fiber products that might require a factory-type operation in buildings of more than 3000 sq. ft. or employing more than three employees whose principle work would be the processing and/or packaging of agricultural or forest products.

Section Four: Buildings

(a) No buildings of any kind may be constructed within 100 feet of the centerline of any public or private road (not including individual driveways); nor shall any building be built within 75 feet of any property line of any lot, provided, however, that Lot 8 shall have a western property line setback of 25 feet along the western 60 foot easement and a road (excluding individual driveways) setback of 25 feet along the western 60 foot easement.

(b) In order to avoid saturating soils with pesticides and other chemicals that pose a threat to both water supplies, non-pest animals and to human health, all buildings built on any lot shall have termite shields between building and wood members contacting the earth or between foundation and any wood member within eighteen inches of the earth, except such wood members that have been treated with pressure infused preservatives in such a manner as to make them termite proof.

Section Five: Fires controlled

(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 allowed in Paragraphs (b) and (c) of this section.

(b) There shall be no burning (including leaves and other vegetation) outside such proper containers unless a proper Forestry Service permit is obtained first or the burning is done under the supervision of a professional crew or a fire department trained and knowledgeable in the method and manner of outdoor burning.

(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 Six: Animals

No hooved animals or domestic fowl shall be permitted to feed or shelter in conservation lands or within fifty feet of a branch or stream. Feed lots and pastures, if any, shall be managed so as to prevent soil erosion and the runoff of manure.

Section Seven: Sewage Disposal

Dwellings or other buildings with indoor plumbing of any sort shall have sewage disposal by septic tank constructed to conform to the standards of the N.C. State Board of Health and county sanitary standards; or by sanitary sewer if available. This shall not prohibit systems of other types which reduce excreta and other wastes to odorless and sanitary substances. No septic fields are to be constructed or maintained within flood plains or within 100 ft. of any surface water or well.

Section Eight: Siltation Control

Soil shall not be disturbed within twenty five 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 water supplies;
- (b) To install plumbing used to obtain and draw water from such a source;
- (c) To construct ponds, bridges, roads and culverts leading to, from or across such waters.

Section Nine: Outdoor Lights

No outdoor lights shall be positioned so as to shine directly on any adjoining property.

Section Ten: Signs

No signs, billboards or other advertising device of any kind shall be placed or otherwise installed on any lot, parcel or building within the lands described in Article I above except

PAGE 7

BOOK 489 PAGE 199

as herein allowed:

- (a) A sign not more than sixty-five (65) square feet in area and designating the name of this development may be placed at an appropriate place.
- (b) A sign not more than ten (10) square feet in area may be placed on each individual parcel to designate owner, address, and, where appropriate, profession of resident;
- (c) A sign of not more than five (5) square feet in area may be used to designate parcels for sale;
- (d) Signs not more than two (2) square feet may be used to give notice of restrictions to hunters, trespassers or others.
- (e) No such signs as are permitted may be internally lighted.

Section Eleven: Motor vehicles

No motor vehicles of any nature shall be operated on any of the property described in Article I above except as herein provided.:

- (a) Motor vehicles may be operated on public roads and on private drives;
- (b) Motor vehicles may be operated to plant, tend and harvest timber and forest products from woodlands and agricultural products from croplands.
- (c) Motor vehicles may be operated incident to the construction of structures or projects permitted under this Declaration.
- (d) No motorcycles, minibikes, trail bikes or other motor powered leisure vehicles may be operated on any part of these entire premises described in Article I which are reserved as conservation lands.

Section Twelve: Dogs, cats and other pets

Residents shall control dogs, cats and other pets so that they do not chase or molest wildlife or become a nuisance on other properties.

PAGE 9

BOOK 489 PAGE 201

own, or may hereafter own any part or parcel of the property above described, and such persons are 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 suffered from any violation thereof or to restrain violations. Provided that any person who must take legal action to obtain compliance may recover as minimum damages for the breach of any of these restrictions the sum of \$500.00 (five hundred dollars) for any such breach. Any sums recovered under this section may be used to pay the cost of the action, to repair any damage caused by the breach or otherwise kept to be used

as the recipient sees fit.

ARTICLE VII
VALIDITY

Invalidation of any one or any portion of these restrictions and covenants by judgement or court order shall in no way affect any of the other provisions contained herein, and those other provisions shall be severable from the invalidated portions and shall remain in full force and effect.

IN WITNESS WHEREOF, _____ have hereunto set their hands and affixed their seals to this Declaration of Covenants, Conditions and Restrictions, this the day and year first above written.

Gus Alston Womble (SEAL)
GUS ALSTON WOMBLE

NORTH CAROLINA
CHATHAM COUNTY

I, Donna S. Poe, a Notary Public in and for the county and state aforesaid do hereby certify that GUS ALSTON WOMBLE personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and seal, this the 31st day of December 1985.



Donna S. Poe
Notary Public

Expires: 7-27-88

NORTH CAROLINA, CHATHAM COUNTY

The foregoing certificate(s) of Donna S. Poe

Notary (Notaries) Public is (are) certified

to be correct. This instrument was presented for registration at 4:00 o'clock P. M., on December 31, 1985, and recorded in Book 489, Page 193.

FLERT BARNER REDDISH
Register of Deeds

By: Shirley S. White
Assistant