

**NORTH CAROLINA
COUNTY OF CHATHAM**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
BUCKNER SUBDIVISION**

**Prepared by: J. Grant Brown, Law Offices of Doster & Brown, P.A.
Return to: 206 Hawkins Ave., Sanford, NC 27330**

THIS DECLARATION, made this ____ day of _____, 2025, by
William L. Buckner and wife, Virginia Kay Fox Buckner, hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of certain property located in the town of Siler City, Chatham County, State of North Carolina, which property is more particularly described herein and which said property is shown and delineated by survey and plat thereof entitled "Survey for William L Buckner & Virginia Kay Fox Buckner" recorded in Plat Book _____, Slide _____ of the Chatham County Registry; and

WHEREAS, it is in the best interest of the Declarants, as well as to the benefit, interest and advantage of each and every person or other entity hereafter acquiring any of the within described property that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same be established, fixed and set forth and declared to be covenants running with the land; and

WHEREAS, the Declarants desire to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in said subdivision and for the continued maintenance and operation of such recreational and common areas as may be provided;

NOW IF THEREFORE, Declarants hereby declare that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of,

and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1 – PURPOSE

The restrictions and covenants contained herein are for the purpose of developing a community of safe, healthful and harmonious living and keeping with the uniform plan of development, which is in the interest of public health, protection of water and air quality, and other environmental and social benefits. These measures are instituted so that the properties benefit therefrom and that these benefits might accrue to the land in addition to benefits provided or neglected by zoning, land use plans and other regulations adopted by government.

ARTICLE 2 – DEFINITIONS

1. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the property, including contract sellers, but excluding those having interest merely as security for the performance of an obligation, and shall further include the record owner of a fee simple title to any lot which is shown upon any subdivision map for any property hereafter subjected to the terms, provisions and conditions of this Declaration in accordance with the provisions therefore hereinafter provided.
2. “Properties” shall mean and refer the New Tract 1, Area A, New Tract 2, and New Tract 3 as depicted on that certain, “Survey for William L Buckner & Virginia Kay Fox Buckner,” dated February 18, 2025, prepared by Survey Carolina, PLLC, recorded at Plat Book _____, Slide _____ of the Chatham County Registry.
3. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.
4. “Declarants” shall mean and refer to William L. Buckner and Virginia Kay Fox Buckner and their successors and assigns.
5. “Mobile Home” shall mean any home primarily factory-built off the premises and constructed or positioned so as to be movable on wheels, regardless of whether the wheels are attached to the structure; the term shall also include manufactured homes which are transported in one or more sections and intended for use as a dwelling without a permanent foundation.
6. “Wildlife” shall mean any and all species of plants and animals native to this tract of land and shall not include any exotic species or domesticated species.

ARTICLE 3 - ARCHITECTURAL CONTROL, MAINTENANCE, AND USE RESTRICTIONS

1. Land Use Restrictions.

- a. The properties shall not be used for commercial or industrial purposes. The properties shall only be used for residential purposes.
- b. No agricultural activities shall be permitted on the property, such as livestock farming, etc.
- c. The properties shall not be subdivided without the prior written approval of the Declarants.

2. Building and Construction Restrictions.

- a. No structures shall be erected on the properties that exceed 50 feet in height.
- b. In addition to the Primary Residential structure on the properties, limited additional structures may be erected on the properties so long as they are constructed in a similar style as the primary residence and in accordance with Chatham County code. The additional structures include the following:
 - i. Detached Garages
 - ii. Guest Houses and/or Accessory Dwelling Units
 - iii. Barns
 - iv. Workshops and/or Shed
 - v. Gazebos and/or Pergolas
 - vi. Pool Houses
 - vii. Greenhouses
- c. A minimum setback of thirty (30) feet must be maintained from all property lines and in accordance with Chatham County's residential setback requirements.
- d. No fences or walls may be erected that exceed eight (8) feet in height and must comply with Chatham County's residential restrictions on fences and walls.
- e. No mobile, manufactured, or modular homes shall be placed, constructed, or maintained on the properties.

3. Environmental Restrictions.

- a. Any trees larger than eight (8) inches in diameter shall not be removed without written permission of the Declarants, which shall not be unreasonably withheld so long as the removal does not compromise the environmental conservation of the properties.
 - i. This restriction does not apply to the initial construction of the primary residence on the properties.
- b. Any grading or excavation is permitted as allowed by the Chatham County code.
- c. All wetland or waterway areas must be maintained in accordance with any applicable local environmental regulations.

4. Easements and Access.

- a. The properties and the Declarants additional property (Chatham County Parcel No. 0092921) located on the eastern side of the properties, shall be benefitted and burdened by the all easements as shown on that on that certain, "Survey for William L Buckner & Virginia Kay Fox Buckner," dated February 18, 2025, prepared by Survey Carolina, PLLC, recorded at Plat Book _____, Slide _____ of the Chatham County Registry.

- b. Declarants reserve the right the relocate easements for installation and maintenance of utilities and drainage facilities by so indicating on subsequent plats the new location of such easement over and across portions of said property owned by Declarants, and to extinguish the easements reserved across the old location by recordation of a Declaration of Withdrawal thereof in the Chatham County Registry; provided, however, that Declarants may not withdraw, terminate, or relocate any easements in such a manner as would impair the vested rights of any property owner.
 - c. The Lot Owners shall share equally in the expense of maintaining the easement as gravel road in usable condition for all weather and seasons. Any expenses with the maintenance shall be shared equally between the Lot Owners.
 - d. The Lots Owners shall meet from time to time and agree upon the service work to be performed to maintain the easement. The meetings may be called by any of the Lot Owners with notice given to all the Lot Owners.
 - e. Any successor in interest or assigns shall take over the road maintenance expense upon the sale or other transfer of each Lot.
- 5. Noise and Nuisance Restrictions.
 - a. No loud or disruptive activities are permitted after Eleven Fifty-Nine (11:59) P.M.
- 6. Utility and Resources Use Restrictions.
 - a. Any private well or septic systems on the properties shall be maintained and inspected regularly. Each property owner is solely responsible for their well or septic systems.
 - b. No property shall use water resources in excess of the limitations allowed by the Chatham Code.
 - c. No property shall create new water extraction points.
 - d. No property shall have any solar farms or wind turbines installed.
- 7. Prohibition of Subdivision.
 - a. None of the properties shall be subdivided into smaller lots without the written consent of the Declarants.
- 8. Rental and Occupancy Restrictions.
 - a. None of the properties shall be used for satellite towers, cell phone towers, or any other private or public utility.
 - b. The properties may be lease for residential purposes only.
- 9. Road Construction.
 - a. The purchasers of New Tract 2 and New Tract 3 shall be responsible for the construction of their driveways.
 - b. The purchasers of New Tract 2 and New Tract 3 shall be responsible for the construction of the easement areas to their properties.

ARTICLE 4 – BINDING NATURE OF DECLARATION

The covenants, conditions and restrictions contained in this Declaration, both negative and affirmative, and including but not limited to the covenants to pay dues and assessments, shall be construed to be covenants running with the land covered by this Declaration. Each property and the owner of each property covered hereby, or any other person or legal entity claiming an interest in any property, and his heirs, executors, administrators, successors and assigns, shall be subject to and bound by all of such covenants, conditions and restrictions, regardless of when, in what manner, or from whom any property is acquired.

ARTICLE 5 – GENERAL PROVISIONS

1. **Enforcement.** Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. 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 Five Hundred Dollars (\$500.00) for any such breach; provided that this minimum shall increase at the same rate as the increase from the date of this document of the Consumer Price Index maintained by the federal government, or, if such Index is not kept, then any index of general inflation in consumer prices kept by federal or state government. The prevailing party shall also be entitled to reimbursement for reasonable attorney fees.
2. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
3. **Headings.** Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the paragraphs to which they refer.
4. **Duration and Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the owners of not less than two-thirds of the Lots, subject to the rights of the Eligible Mortgage Holders as provided that no amendment shall alter any obligation to pay ad valorem taxes of assessments for public improvements, as herein provided, or affected any lien for the payment thereof established herein. Any Amendment must be properly recorded.
5. **Successor(s) to Declarants.** In the event that Declarants no longer own at least one (1) of the properties, the Declarants shall select their successor(s). In the event that the Successor(s) to Declarants no longer own at least one (1) property or no longer wish to serve, Successor(s) to Declarants shall select their successor(s).

IN WITNESS WHEREOF, the Declarants have caused this instrument to be signed.

This the ____ day of _____, 20____.

BY: _____
William L. Buckner, Declarant

BY: _____
Virginia Kay Fox Buckner, Declarant

STATE OF NORTH CAROLINA)

COUNTY OF _____)

Subscribed, sworn to and acknowledged before me by William L. Buckner and Virginia Kay Fox Buckner.

This day, ____ of _____, 2025.

Notary Public
My commission expires: _____