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FILED Joyce H. Pearson  
Register of Deeds Orange COUNTY, NC  
BY:

Deputy *Linda Perkins*

**FOR MULTIPLE PIN SHEET**  
**SEE BOOK 4225 PAGE 53**

Prepared by and return to: Harriet S. Hopkins  
3001 Academy Rd. Suite 120,  
Durham, NC 27707

STATE OF NORTH CAROLINA  
COUNTY OF ORANGE

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration, made this 31 day of  
January, <sup>2007</sup> ~~2006~~, by THOMAS G. METZGER, Single,  
NICHOLAS B. DURHAM AND JOHANNE L. DURHAM, Husband and Wife, and  
KENNETH A. HOWARD and DONNA W. HOWARD, Husband and Wife, and  
hereinafter jointly called Declarant:

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real  
property described in Article I of this Declaration and is  
desirous of subjecting said real property to the restrictive and  
protective covenants hereinafter set forth, each and all of  
which is and are for the benefit of such property and for each  
owner thereof, and shall inure to the benefit of and pass and  
run with said property, and each and every lot or parcel

thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW THEREFORE, the 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 restrictive and protective covenants set forth below:

ARTICLE I

Property Description: The real property which is, and shall be, held, transferred, sold and conveyed subject to the restrictive and protective covenants set forth in the various articles of this Declaration is located in Orange County, North Carolina, and is more particularly described as follows:

**BEING all of that certain tract or parcel of land containing 41.65 acres, and also known as Lots 1, 2, 3 and 4 as per plat and survey thereof recorded in the Office of the Register of Deeds of Orange County, North Carolina, in Plat Book 100 at page 1, to which plat reference is hereby made for a more particular description of the same.**

ARTICLE II

Use of Property: All lots are to be for single family residential use only. Each residence must contain a minimum of 1800 square feet of heated living space. Additional structures permitted on each lot are a garage, which may have an apartment above, barns, storage and utility buildings. Notwithstanding this provision, an apartment for a family member, caregiver, or employee of the family can be established in the single family residence. No business, manufacturing or commercial use is

permitted which would increase traffic and cause more than five extra vehicles on the access road per day.

### ARTICLE III

Setback Requirements: There shall be a seventy-five foot setback requirement from any property line for the main dwelling. Barns and utility buildings and storage buildings shall have a setback of fifty feet from any property line. Minor violations in setbacks of less than five percent shall not be cause for corrective action.

### ARTICLE IV

Permitted Animals: No swine may be kept on the property herein described. Dogs, cows, horses, and other livestock must be kept in a secure, fenced area at all times unless under the control of the owner, a member of his household, a guest, or his agent.

### ARTICLE V

Personal Property: There shall be no mobile homes or temporary structures permitted as permanent residences. Temporary structures may be used during the construction process. Personal property such as boats, travel trailers, clotheslines, etc., shall be discreetly screened or unobtrusively located or stored. No travel trailer located on any lot shall at any time be used as a permanent residence.

Nothing herein, however, shall restrict modular homes on said property.

ARTICLE VI

Maintenance and Upkeep: Each property owner shall be responsible for the disposal of its own garbage and trash. Owners must maintain their lots free of garbage and debris, including non-operating cars, or any substances that constitute a health hazard. Garbage containers shall be screened from public view and the land shall remain as much as possible in its natural state. Structures on each lot shall be maintained in good condition and appearance.

ARTICLE VII

Restrictions on Activities: Noxious, offensive, or loud activity shall not be carried on upon any lot. Each owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to the other owners of the property.

ARTICLE VIII

Utilities: Where underground utility lines are available all utility lines from the street to houses shall be placed underground.

ARTICLE IX

Extension of Covenants: These covenants shall run with and be appurtenant to the land and be binding on all parties, their heirs and assigns, and all persons claiming under them for a period of thirty years. These restrictive and protective covenants may be changed by unanimous vote of the Owners of the property. The restrictive covenants shall be automatically extended for successive periods of five years unless by unanimous vote of the then Owners of the lots covered by these covenants it is agreed to change said covenants in whole or in part. Any amendment or changes to these covenants shall be effective from the date of their recordation in the Orange County Registry.

ARTICLE X

Conformance with Codes: All governmental building codes, health regulations, zoning restrictions and the like which are applicable to the property shall be observed. In the event of any conflict between any provision of such governmental code, regulation, or restriction, and any provision of this Declaration, the more restrictive provision will apply.

ARTICLE XI

Enforcement of Restrictions: The Declarant, or any Owner, shall have the right to enforce, or 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 the Declarant or 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.

#### ARTICLE XII

Notice to Owners: Any owner of a subdivided lot herein who seeks to enforce these restrictions or to amend the same shall give notice of such intention by sending by registered or certified mail, return receipt requested to all record owners at their last known addresses as shown on the Orange County Tax Office records, written notice of the proposed amendment or alleged violation of any restriction herein, and of the time and place of a meeting of the record owners of the property.

At such a meeting of the owners, any action taken to enforce these restrictions or to amend them shall be approved by a unanimous vote of the votes cast, each owner having one vote for each subdivided lot and three additional votes for each dwelling unit on a lot. A meeting under this Article shall be held no less than 20 days following the mailing of the notice.

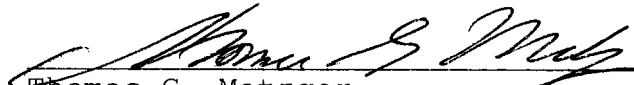
If the notice to any owner at his last known as address as defined above is returned undelivered within 15 days of mailing the same, or if he or she has not responded to the

notice within 15 days of mailing the same, then said owner's points shall not be included in any voting.

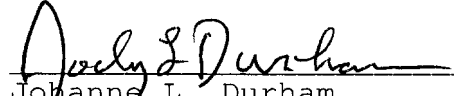
ARTICLE XIII

Partial Invalidity: Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

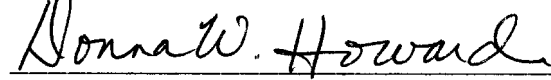
IN WITNESS WHEREOF, DECLARANTS HAVE CAUSED THIS INSTRUMENT TO BE SIGNED AND SEALED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

  
\_\_\_\_\_  
Thomas G. Metzger (SEAL)

  
\_\_\_\_\_  
Nicholas B. Durham (SEAL)

  
\_\_\_\_\_  
Johanne L. Durham (SEAL)

  
\_\_\_\_\_  
Kenneth A. Howard (SEAL)

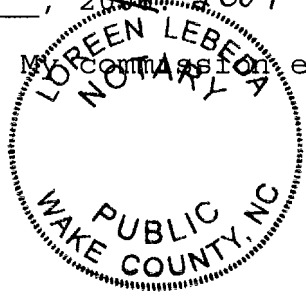
  
\_\_\_\_\_  
Donna W. Howard (SEAL)

NORTH CAROLINA, WAKE COUNTY

I, LOREEN LEBEDA NOTARY PUBLIC, of the county and state aforesaid, certify that THOMAS G. METZGER, Single, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal or stamp, this 31 day of JANUARY, 2007.

My Commission expires: Dec 7, 2011

SEAL/STAMP

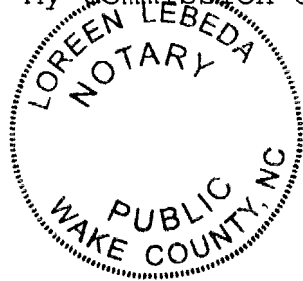


  
\_\_\_\_\_  
NOTARY PUBLIC

NORTH CAROLINA, WAKE COUNTY

I, LOREEN LEBEDA, NOTARY PUBLIC, of the county and state aforesaid, certify that NICHOLAS B. DURHAM and JOHANNE L. DURHAM, Husband and Wife, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal or stamp, this 31 day of JANUARY, ~~2006~~. 2007

My commission expires: Dec 7, 2011



Loreen Lebeda  
NOTARY PUBLIC LOREEN LEBEDA

SEAL/STAMP

NORTH CAROLINA, Wake COUNTY

I, Ashley Soden, NOTARY PUBLIC, of the county and state aforesaid, certify that KENNETH A. HOWARD and DONNA W. HOWARD, Husband and Wife, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal or stamp, this 25th day of January, ~~2006~~. 2007

My commission expires: 4-15-09



Ashley Soden  
Notary Public  
Wake County, NC

Ashley Soden  
NOTARY PUBLIC

SEAL/STAMP