

Return to: John Coffey, President, of Coffey Grounds of Chapel Hill Inc.,
127 Araya Lane, Chapel Hill, NC 27516

NORTH CAROLINA DECLARATION OF COVENANTS,
CHATHAM COUNTY CONDITIONS, AND RESTRICTIONS

This Declaration, made this the day of August, 2005, by Coffey Grounds of Chapel Hill Inc., 127 Araya Lane, Chapel Hill, N.C. 27516, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of certain real property in Baldwin Township, County of Chatham, State of North Carolina, described as:

BEING all of that property shown and described on that plat and survey drawn by Van R.Finch-Land Surveys, P.A. dated the and recorded in Plat Slide, Chatham County Registry, entitled "Valley Meadow", reference to which is made for a more accurate description; and

WHEREAS, it is in the best interests of the Declarant, as well as to the benefit, interest and advantage of each and every person or entity hereafter acquiring all or any portion of the within described property that certain covenants, conditions, easements, 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 Declarant desires to provide for the preservation of the amenities and the desirability and attractiveness of the real property of the subdivision;

NOW, THEREFORE, the Declarant hereby declares 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 of 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 parts thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Baldwin Township, Chatham County, North Carolina, and is more particularly described as:

BEING all of that property shown and described on that plat and survey drawn by Van R.Finch-Land Surveys, P.A. dated the _____ and recorded in Plat Slide _____, Chatham County Registry, entitled "Valley Meadow", reference to which is made for a more accurate description; and

2. No building, driveway, fence, wall, exterior light posts, fuel tanks, or other structure or improvement of any nature whatsoever shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made to the above referenced items until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of the external design, including exterior paint colors and materials and location in relation to the surrounding structures and topography by Declarant, or by some person or persons designated in writing by Declarant to review such plans. Declarant has the right to approve or disapprove of the house site and driveway location. No dwelling or structure of any type whatsoever shall be located on any building lot or site nearer than fifty (50) feet to the front property line, and no nearer than thirty (30) feet to the side and rear property lines. Lots 21, 22, and 23 shall have no buildings within 150 feet of the stream located on the east side of said Lots. A survey of the house site and driveway location is required for approval by Declarant before construction begins. In the event Declarant, or their respective designated party, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing to its last known address, approval will not be required and this article will be deemed to have been fully complied with. Upon giving approval to such plans and specifications, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans as have been previously approved, or the Declarant, or any one or more lot owners, shall be entitled to stop the construction which is in violation of these restrictions. House construction is to be completed within one year of its commencement. A port-o-let is required to remain on the building site throughout house construction.

3. Prior to the change of color of the exterior paint or trim or exterior modification of any structure located in the subdivision, the plans and specifications of new color (s) shall be submitted to the Declarant for review and the color change or exterior modification shall not be commenced until written approval is obtained from the Declarant.

4. The existing homes and buildings on Lots 2,3, and 26 are permitted to remain as is, and any violation of these covenants as to those existing homes and buildings is hereby waived. No mobile homes shall be allowed on the subject property.

5. The minimum building size for a house erected on a lot shall be 2,800 square

feet. A basement may contain up to 800 square feet of the total square footage, provided the area is heated. All basements shall have windows and an outside access.

6. Before construction begins, each lot owner is required to have installed, at the lot owner's expense, a drainage culvert at the entrance of the driveway.

7. Any damage caused by driveway connections, by heavy trucks or machinery, or by abuse of the road shall be repaired at the expense of the owners responsible for the damage.

8. Driveways for each lot shall be paved for the first 200 feet. Paving may be asphalt, concrete, or the mat and seal asphalt.

9. No lot shall be used except for residential purposes, and shall not at any time be used for purposes of industry or manufacturing. This shall not preclude a professional from an office in his home or crafts. This condition shall not be construed as a restriction against a light housekeeping apartment located within the dwelling. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling, and out buildings incidental to the residential use thereof. One (1) additional detached living unit will be allowed only with written approval from the Declarant which approval can be withheld at the Declarant's sole discretion. All the above buildings must comply with Chatham County Planning and Zoning regulations.

10. No lot shall be subdivided without the written approval of the Declarant. In any event, no lot shall be subdivided so as to create a lot which contains less than 2.07 acres.

11. Sport hunting and discharge of firearms shall be strictly forbidden.

12. The clear cutting of trees on the subject property is strictly prohibited. This prohibition however, shall not restrict the right of a lot owner to clear trees for a building site and septic system or for an access driveway to said building site.

13. The Declarant, or some person or persons designated by the Declarant shall approve, in writing, the location and screening of all television dishes and antennae prior to their installation on the subject property.

14. No trash, rubbish, stored materials, wrecked or inoperative vehicles or similar unsightly items shall be allowed to remain on any lot, driveway, street, or outside of an enclosed structure; provided, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by governmental or other similar garbage and trash removal units.

15. No signs of any kind shall be displayed to the public view on any lot, except for a sign of not more than six (6) square feet advertising the property for sale or rent may be used by the lot owners.

16. Dogs and cats may be kept or maintained on the subject property in accordance with Chatham County ordinances. Other animals may be allowed to be kept and maintained on the subject property only upon receipt of written approval from the Declarant which approval can be withheld at the Declarant's sole discretion, or by some person or persons designated by Declarant to review such a request.

17. Easements for installation and maintenance of utilities and drainage facilities are reserved in favor of Declarant, their successors and assigns, as shown on the plat referenced above and along the rear and side ten feet of each lot. No structures shall be placed or allowed to remain upon such easements at any time.

All tracts that may be hereafter conveyed shall be accepted subject to any easement or right-of-way that may have been previously granted for power, light, telephone, drainage facilities, or any other purpose. Declarants reserve the right to install and maintain and to license or permit the installation and maintenance of services all utilities on, under, and along the fifteen (15) feet adjacent to any property lines or road easement and in, under and over streets, road easements, and rights-of-way. This reservation of easement is perpetual, running with the land, regardless of the expiration of these covenants.

18. Declarants grant a perpetual, permanent, irrevocable easement, (60) feet in width, to run with the land and to survive these covenants to all lots within Valley Meadow Subdivision described on that plat and survey drawn by Van R. Finch-Land Surveys, P.A. dated _____ and recorded in Plat Slide _____, Chatham County Registry, entitled "Valley Meadow" for the purpose of ingress, egress, and regress and installation and maintenance of utilities on the 60 foot Public Rights of Way through Valley Meadow Subdivision.

19. Pond Easement and Maintenance Agreement: Declarants agree for themselves and all persons, firms or corporations hereafter acquiring any of Lots 23, 24, 25, or 26, that the same shall be subject to the following restrictions, conditions and covenants relating to the use and maintenance of the pond. This easement is subject to the right of Richard E. Strowd and Cynthia Simoni and their immediate family for use, as set out in Book 1010, Page 513, Chatham County Registry.

- A. Declarants hereby grant unto themselves and future owners of the above described properties perpetual easements for use of the pond. Said use shall include the pond only, and shall not permit users of the pond to enter upon the other Lots. This easement is restricted to the owners of Lots 23, 24, 25 and 26.

B. The owners shall pay for repairs and maintenance of said pond and dam in equal shares.

C. Restrictions:

i. No commercial swimming, fishing or any other commercial activities are permitted in the pond. No lot owner may charge or allow any other persons to charge anyone a fee for the use of the pond.

ii. No enclosed structures are permitted within 50 feet of the pond. Structures such as open gazebos, barbeque pits and recreation tables and benches are expressly permitted, unless otherwise restricted by county regulations.

iii. Only one floating pier per lot is permitted, and no pier may have a length of greater than 30 feet nor width greater than 10 feet.

iv. The use of piers and the pond is restricted to owners of lots only and their guests.

v. There shall be no motorized (fuel powered) boats or toys on the pond. Owners shall use the pond during reasonable hours, and there shall be no late night or early morning use that creates noise to disturb other owners. Noise levels shall be kept to a reasonable level at all times.

D. Maintenance shall be proposed by any owner who determines it to be necessary. Said owner shall provide written notice to the remaining Lot owners of the proposed maintenance and repairs two weeks prior to work beginning, and if any owner objects to the work, then a meeting shall be held, and a vote taken. The decision shall be by majority vote, with each Lot having one vote. The two weeks notice shall not be necessary for an emergency situation. Each owner's share of maintenance shall be paid within 30 days of the work being completed, and if not paid, then said costs may be reduced to a judgement and shall become a lien on the land of the defaulting owner, and action for such maintenance and repair costs may be brought by any owner.

E. This agreement shall constitute a restriction and covenant to run with the land, as provided by law, and shall be binding on all parties owning said property and all persons claiming under them or through them and shall be for the benefit of and in limitation on all future owners and residents of said property.

20. All Lot owners shall be members of the Homeowner's Association, which shall be incorporated by Coffey Grounds of Chapel Hill, Inc. Initial Homeowner's Association fees shall be \$200 per year beginning in . The Declarant shall not have to pay Homeowner's Association fees. Any builder purchasing a lot shall not have to pay Homeowner's Association fees. Homeowner's Association fees shall be set out by the Homeowner's Association.

21. At any time during the effective term of the Declaration, the Declarant shall have the unilateral right, in its sole discretion, to annex additional properties, which have been or will be developed as a part of the general plan of development for Valley

Meadow Subdivision. Annexation of additional properties shall not require the consent of any of the lot owners of Valley Meadow Subdivision.

Declarants reserve the right without consent from any other owner, to subject additional lands to these covenants and easements, and to grant access to other properties on the easements herein described.

22. The Declarant, or any lot owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, or reservations now or hereafter imposed by the provisions of these Declarations. Failure by the Declarant or by any lot owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

23. Invalidity 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.

24. 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 owner of not less than seventy-five percent (75%) of the lots, provided that the amendment is properly recorded in the Chatham County Registry. Declarant has to join in and approve any amendment within the next ten years or the amendment cannot be made.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed the day and year herein first above written.

Coffey Grounds of Chapel Hill Inc.

By: _____

John W.Coffey - President

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that John W. Coffey personally came before me this day and acknowledged that he is President of Coffey Grounds of Chapel Hill, Inc., a North Carolina corporation, and that by authority duly

given and as an act of the Entity, has signed the foregoing instrument in its name and on its behalf as its act and deed. Witness my hand and official stamp or seal, this_____day of_____, 2005.

_____ Notary Public

My commission expires: