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CHATHAM COUNTY  
REBA G. THOMAS  
REGISTER OF DEEDS

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Prepared By/Return to : Carolco, c/o Chris Verwoerd, PO Box 5151, Chapel Hill, NC  
27514-5002

**DECLARATION OF PROTECTIVE COVENANTS AND CONDITIONS AND  
EASEMENT RESERVATIONS**

**OF**

**CHRISTINA HOPE subdivision**

THIS DECLARATION, made this 25th day of November, 2006, by Carolco Inc., hereinafter referred to as Declarant;

WHEREAS, the Declarant is the Owner of the real property described in Article 1 herein; and

WHEREAS, the Declarant hereby makes the following Declaration as to limitations, restrictions, and uses to which real property described in Article 1 may be put, and hereby specify that such declaration constitutes 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 Protective Covenants and Conditions and Easement Reservations being designed to achieve the purposes set out in Article 2 below.

**ARTICLE 1 - DESCRIPTION OF PROPERTY**

The property subject to this Declaration is all that certain parcel of land located in Hadley Township, Chatham County, North Carolina, as shown on the plat prepared by Van Finch, R.L.S., and recorded in Slide

**ARTICLE 2 - PURPOSES**

The restrictions and covenants contained herein are for the purposes of developing a community for safe, healthful, and harmonious living in keeping with the uniform plan of development, and are in the interests of public health, conservation, and sanitation to the end that the property described in Article 1 above may be benefited by decrease in the hazards of pollution and environmental degradation, and for the general health, welfare, and convenience of the Owners and residents of the said properties.

ARTICLE 3 - DEFINITIONS

Section Two: "Lot" shall mean and refer to any plot of land in single ownership including road easement.

Section Three: "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 part of the properties, excluding those having such interest merely as security for the performance of an obligation.

Section Four: "properties" shall mean and refer to all that certain real property described above in Article 1.

Section Five: "Dwelling" shall mean a building designed or used for human occupancy.

Section Six: "Environmentally Unsound Activities" shall mean activities resulting in soil erosion, the use or abuse of chemicals or other materials that may pollute ground or surface water, the soil, or plants or animal life (other than the specific pests at which it is directed.)"

ARTICLE 4- BOUNDARY LINES AND LOTS

No Lot shall be subdivided nor any Lot boundary changed so as to create more than a total of 5 Lots on subject property. No conveyance of any land may be made unless in full compliance with the Chatham County Subdivision Ordinance and all other applicable regulations.

ARTICLE 5 - BUILDINGS

No buildings may be constructed or placed on subject property unless in conformity with the following:

Section One: Dwellings:

(a) Only one (1) single-family dwelling may be constructed on any one lot with the exception that a Guest house is allowed.

(b) Any dwelling constructed upon any Lot shall contain not less than 1,850 square feet of enclosed heated floor area exclusive of open porches, garages, storage areas, and basements; and

(c) Any multi-story dwelling constructed upon any Lot shall contain not less than 1,250 square feet of enclosed heated floor area on the ground floor level exclusive of open porches, garages, storage areas, and basements.

(d) Carolco shall have architectural approval prior to start of construction on each dwelling, which shall not be unreasonably withheld.

Section Two: Set Back Lines: No dwelling or building of any kind shall be built or placed nearer than fifty (50) feet to the road right of way, or twenty five (25) feet to the back Lot line, or twenty five (25) feet to the side Lot line.

Section Three: Quality of Structures: Mobile homes and prefabricated homes (log homes and modular homes excepted) shall not be placed or permitted to remain on any lot.

#### ARTICLE 6 - PERMITTED USES

Section One: Lot Maintenance: No Lot shall be used or maintained as a dumping ground for rubbish, and no junk or disabled motor vehicles shall be allowed to remain upon said property or in the road right-of-way. Trash, garbage or other waste shall not be kept except in sanitary containers which shall not be visible from the street unless shielded by a fence or fencing compatible to the design and quality with surrounding structures.

Lot owners shall be responsible for cutting grass on shoulders of road inside owner's lot lines.

Section Two: Activities: No obnoxious or offensive activities shall be carried on upon any building unit or lot nor shall anything be done hereon which may or might become an annoyance to the neighborhood.

Section Three: Pets: No exotic animals may be kept on any lot; no swine or fowl may be kept on any lot; however a limited number of dogs, cats, and household pets may be kept on home sites under reasonable regulations of control and sanitation. No pets shall be permitted to run at large. There shall also be allowed, One (1) Horse and/or One (1) Cattle per acre.

Section Four: Driveways: All driveways and driveway entrances to buildings lots or units, including culvert sizes, shall be approved by Declarant. All mailbox locations and designs shall be approved by Declarant.

Section Five: Right-of-Way: All lots or building units that may be conveyed shall be accepted subject to any easements or right-of-way that have been previously granted for power, light, telephone, drainage facilities, street sight-distance easements and water hazard setbacks.

Section Six: Road Damage: Any damage to the road shown on the plat, or the ditches or shoulders of the road or to the flow of drainage water along said road, shall be repaired at the expense of the owner causing such damage.

Section Seven: Home Office: No Industrial or Commercial business shall be conducted on any lot except that a Home office or home business is permitted provided the number of customer traffic in and out of the subdivision does not create congestion nor nuisance.

#### ARTICLE 7 - UTILITIES

Section One: Utilities Easements: The Declarant reserves the following easements for utility purposes:

(a) The right to grant electric, telephone, gas, cable, sewer, and other utility easements and contracts for the installation of distribution lines which may require initial payment and/or continuing monthly payments to the utility company by the lot owner for utility service for the respective lot.

#### ARTICLE 8 - ENFORCEMENT

Section One: Term of Restrictions: These restrictions and covenants shall remain in full force and effect until December 31, 2030 and shall be extended for one additional term of twenty-five years unless a majority of the owners of the lots herein shall file, in the month of December, 2030, in the office of the Register of Deeds for Chatham County, a notice terminating these provisions. The Declarations may be amended or changed by a seventy-five percent (75%) approval by owners of lots of the subject property except where stated otherwise relating to the road maintenance fund.

Invalidation of any one of these covenants or restrictions by a judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions either to restrain violation or recover damages; and failure by any party herein to enforce any covenants or restrictions herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce any and all restrictions thereafter.

#### ARTICLE 9 - VALIDITY

Invalidation of any one or any portion of these restrictions and covenants by judgment 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, Carolco Inc. has caused this instrument to be signed by its duly authorized officers this the date and year first above written.

Carolco Inc.

BY: [Signature]  
Chris Verwoerd, PRESIDENT

ATTEST:

[Signature]  
Jackie Folsom, SECRETARY

Seal-Stamp

North Carolina Chatham County

I, Helen B. Moore, Notary Public for said County and State, certify that Jackie Folsom personally came before me this day and acknowledged that she is secretary of Carolco Inc., a corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

Witness my hand and official seal, this the 25<sup>th</sup> day of Nov., 2006.



(Official Seal)  
Helen B. Moore  
Notary Public

My commission expires Sept 7 2009, 15.