

DECLARATION OF ADDITIONAL
RESTRICTIVE COVENANTS AND GRANT OF
EASEMENTS

Prepared by & Return to: Guido De Maere, P.A., P.O. Box 3591, Chapel Hill, NC 27515

NORTH CAROLINA - CHATHAM COUNTY

This declaration, made this 1st day of December, 2008, by Selinco, Ltd., a North Carolina corporation, hereinafter called Declarants;

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in Article II of this Declaration; and

WHEREAS, such property was previously subjected to restrictive covenants recorded in Book 518, Page 801, Chatham County Registry, which said existing restrictions were amended by instruments recorded in Book 520, Page 626, in Book 539, Page 428, and in Book 546, Page 628, Chatham County Registry; and

WHEREAS, Declarant, is desirous of subjecting said real property to the additional 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 additional protective covenants set forth below, which are for the purpose of protecting and enhancing the value and desirability of, and which shall run with the real property and be binding on all properties or any part thereof, and on all owners thereof, their heirs, successors and assigns

and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 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 a part of the property described on Exhibit A attached hereto, including contract sellers, but excluding those having interests 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.

Section 2. "Properties" shall mean and refer to that certain real property described in Exhibit A attached hereto.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the publicly dedicated streets and of the sixty foot (60') right of way labeled Uwharrie Ridge (private right of way) and located between Lots 9(revised) and 33a and Lot 10(revised) as shown on the plats referred to in Exhibit A. Provided that any septic field lot appurtenant to any regular lot, as shown on the plat or plats referred to in Exhibit A, shall not be considered a separate lot but shall be considered part of the lot to which it is appurtenant.

Section 4. "Declarant" shall mean and refer to Selinco, Ltd., its successors and assigns.

ARTICLE II

PROPERTIES SUBJECT TO THIS DECLARATION

Properties Subject. The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective covenants set forth in the various articles of this declaration is located in the County of Chatham, State of North Carolina, and is more particularly described in Exhibit A attached hereto and incorporated herein by reference as if fully set forth herein.

ARTICLE III

ARCHITECTURAL CONTROL, MAINTENANCE AND USE RESTRICTIONS

Section 1. Building Plans and Landscaping. No building, fence, wall or other structure or improvement of any nature whatsoever shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereof be made 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 external design and location in relation to surrounding structures and topography by Selinco, Ltd. or by an architectural committee composed of three (3) or more representatives appointed by Selinco, Ltd. In the event Selinco, Ltd., or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said complete plans and specifications have been submitted to it, approval will not be required and this Section 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 and specifications as have been previously approved by Selinco, Ltd., or by its designated committee, and Selinco, Ltd., or its designated committee, shall be entitled to stop any construction which is in violation of these restrictions.

Section 2. Screening. Each Lot Owner shall provide a screened area in which garbage receptacles and other unsightly objects must be placed or stored in order to conceal them from view from the road and from adjacent properties.

No trash, rubbish, stored materials, wrecked or inoperable or unlicensed vehicles, boats, trailers, recreational vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure screening the same from view from the road and from adjoining lots. The foregoing shall not be construed to prohibit temporary deposits of trash, rubbish or other debris for pick-up by governmental and similar garbage and trash removal service units.

Section 3. Mail Boxes. Selinco, Ltd., or its designated committee, reserves the right to offer a uniform mail box design which shall set the tone for all mail boxes serving the Properties.

Section 4. Fees. Selinco, Ltd., or its designated committee, shall have the right to charge a reasonable fee for receiving each application for any approval required by the foregoing sections in an amount not to exceed Two Hundred Fifty Dollars (\$250.00) in 2008 US Dollars. Various applications for approval for one and the same Lot may be combined and only one single fee shall be imposed for such combined application.

Section 5. Lot Size. The size of any Lot shall not be less than two acres, and will be referred to as a lot. Provided that any septic field lot appurtenant to any regular lot, as shown on the plat or plats referred to in Exhibit A, shall not be subject to such minimum size requirement and shall also be excluded from the size calculation of any building lot for compliance with such minimum size requirement.

Section 6. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling; provided that any septic field lot appurtenant to any regular Lot shall only be used for the location of septic fields and related lines and utilities.

Subject to the provisos above, only one single family dwelling or replacement thereof shall be placed upon each Lot as designated on said plat(s) and no such Lot shall be further subdivided by future Owners for the purpose of accommodating additional dwellings, provided

that this clause shall not be interpreted as denying a contiguous property Owner the right to exchange with , or sell to, another contiguous property Owner a small part of his Lot for the purpose of improving the shape or dimension of said Lot or the building site thereon and, provided further, that the area so sold or exchanged shall be added to and become a part of the adjacent Lot and said Lots, as altered, shall be subject to the restrictions and covenants as contained herein, and, provided further, that two or more adjoining property owners may subdivide their Lots between them, provided no additional building sites are created.

Section 7. Nuisance. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes, and provided that such pet(s) shall at all times be under the control of its owner and not be a nuisance to any other Lot owner. Provided that on any Lot exceeding five (5) acres there may also be kept one horse.

Section 9. Outside Antennas. To the extent allowed by law, the erection on any Lot of outside radio or television antennas shall be prohibited. Any such antenna allowed by law despite this prohibition shall be placed only in such location, and with such conditions for the minimization of its impact on the Properties, as approved by Selinco, Ltd., or its designated committee.

Section 10. Signs. No signs of any kind shall be displayed to public view on any Lot except one sign of not more than five (5) square feet advertising the property for sale or rent or signs by the Declarant or its agents advertising the Properties or signs required by law (such as building permits displayed during construction).

Section 11. Size of Building. No single family dwelling shall be built, erected, altered, or used on any Lot unless the main body of the structure, exclusive of garages, porches, breezeways, stoops, and terraces shall contain at least 2,000 square feet for a one- story house, and 2,200 square feet for a dwelling of more than one story.

Section 12. Building Location. No building shall be located less than fifty (50) feet from any side or rear Lot line or less than one hundred (100) feet from the front Lot line. The front building line shall not apply to steps or stoops in any event or to any unenclosed porches which do not project more that five (5) feet beyond same; provided further, that any violation of the restrictions contained in this Section of less than ten percent (10%) of the violated requirement of this Section shall not be deemed a violation and no cause of action shall result therefrom under these restrictions. The setbacks in this Section may be waived by Declarant for any individual Lot by recording a written waiver in the Chatham County Registry.

Section 13. Tree Lines and Preservation. At least a fifty (50) foot wide area measured

on the inside and from and along each boundary of each Lot (other than an appurtenant septic field lot) shall remain and be maintained in its natural state and no living trees or shrubbery within such fifty (50) foot area shall be removed or cut down, except as necessary to provide reasonable access and/or utilities to any Lot or building thereon; provided that only one driveway cut through such area shall be made for each regular Lot.

Landscaping of areas not used for structures shall be done in a manner to preserve the natural forest or to improve on the existing natural beauty and to prevent soil erosion. Only areas for lawns, gardens, pools, ponds and play areas shall be cleared. In any case the total cleared land shall not exceed one half of the total square footage of the lot areas as defined in Article II above. No logging shall be permitted, except to the extent necessary to remove diseased trees.

Anything in this Section notwithstanding, the rights of the Owners of Lots served by septic line easements located in such protected and areas, all as shown on the plats referred to in Exhibit A attached hereto, to install and maintain septic lines and related lines and utilities in such easement areas shall not be abridged in any way.

Section 14. Additional Buildings. No tent, shack, barn or other outbuilding shall be erected or placed on any Lot covered by these restrictions unless specifically approved pursuant to Section 1 of this Article; approval or disapproval of such outbuilding shall be in the sole and absolute discretion of Selinco, Ltd., or of its designated committee, and no Lot Owner shall have a vested right to have any outbuilding on any Lot. No detached garage shall at any time be used for human habitation, temporarily or permanently. No trailer placed on any Lot shall at any time be used for human habitation, temporarily or permanently.

Section 15. Minimum Setback Observance. No fence, wall, or hedge shall be permitted to extend into the minimum building setback and non-disturbance areas described in Section 12 and 13 of the Article.

Section 16. Off-Street Parking. Adequate off-street parking shall be provided by the owner of each Lot for the parking of vehicles owned or used by the inhabitants of any dwelling on such Lot. Inhabitants of any dwelling on any Lot shall not be permitted to park any vehicle owned or used by them on the streets in the Properties.

Section 17. Preferred Design. It is the intention of the Declarant that the Properties provide the appropriate setting for the construction of homes that utilize “green” building features and energy-efficient construction to be consistent with the wooded character of the community. Decisions by Selinco, Ltd., or its designated architectural committee, shall take such intention into account in the review and approval of any improvement on, or alteration of, any Lot.

ARTICLE IV

EASEMENTS

Section 1. General. Easements for the installation and maintenance of utilities and drainage facilities are reserved 1) as shown on the plats of the Properties, as such plats have been

recorded and as they may be recorded by Declarant from time to time, and 2) as currently existing pursuant to prior plats and 3) as required from time to time by governmental authorities. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Declarant reserves the right to create or relocate easements for installation and maintenance of utilities and drainage facilities by so indicating on subsequent plats the new location of any such easements over and across portions of the Properties owned by Declarant, and to extinguish any easements reserved across the old location by recordation of a declaration of withdrawal thereof in the Chatham County Registry; provided however, that Declarant may not withdraw, terminate or relocate any easements in such a manner as would alter or impair the vested rights of any Lot Owner to then existing drainage and/or utilities, except with the written consent of all Lot Owners affected by such withdrawal, termination or relocation.

The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for the improvements for which a public utility or public authority is responsible.

Section 2. Septic Line Easements. Septic line easements as shown on the plats referred to in Exhibit A attached hereto are reserved as indicated on said plats. **The various specifically designated “15' septic line and utility easements” across various Lots shall be a burden on the Lots crossed and shall be for the benefit of the Lots indicated in the label for each such easement on said plats and such easements shall run with the land forever.** If a septic line and utility easement is for the benefit of more than one Lot, such easement shall be a non-exclusive easement as to each of the Lots served by such easement. Any septic lines and utilities located in such easement areas shall be maintained solely by the Owner of the Lot or Lots served by such lines but such Owner shall at all times make reasonable efforts to minimize the damage to nature in such easement areas. **Said “15' septic line and utility easements” are hereby granted by Declarant, as Owner of the Lots crossed by such easements, unto the Owners of the respective Lots served by such easements, to have and to hold such easements unto such Owners, their respective heirs, successors and assigns in perpetuity.** Additional documents may be recorded from time to time, as and if needed, to implement the establishment of such septic line easements, and such additional documents shall not be deemed to be amendments to this Declaration.

ARTICLE V

BINDING NATURE OF DECLARATION

The covenants, conditions and restrictions contained in this Declaration, both negative and affirmative, shall be construed to be covenants running with the land covered by this Declaration. Each Lot and the Owner of each Lot covered hereby, or any other person or legal entity claiming an interest in any Lot, and his heirs, executors, administrators, successors and assigns, shall be subject to and bound by all such covenants, conditions and restrictions, regardless of when, in what manner or from whom any Lot, or interest therein, is acquired.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. Each 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.

Section 2. Severability. Invalidation of one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which remaining provisions shall remain in full force and effect.

Section 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 particular paragraphs to which they refer.

Section 4. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded in the Chatham County Registry, after which time they shall be extended automatically for successive periods of ten (10) years.

This Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots covered by this Declaration at the time of such amendment. Anything else herein notwithstanding, the Declarant hereby reserves the right to amend this Declaration unilaterally and to assign such right; such Declarant right shall terminate upon the earlier to occur of the following: 1) Declarant, or its assignee, no longer owns any property covered by this Declaration; or 2) the date five years from the date of recording of this Declaration.

Any amendment shall be effective only upon and after the recording in the Chatham County Registry of such amendment. When any instrument, duly executed pursuant to this Section, and purporting to amend this Declaration, has been recorded as provided in this Section, it shall be conclusively presumed that such instrument constitutes a valid amendment as to all persons then owning Lots or thereafter acquiring a Lot or any interest in a Lot.

Provided that this Section shall not apply to the septic line easements granted in Section 2 of Article IV above; the easements granted therein are granted in perpetuity and any amendment to this Declaration purporting to amend Section 2 of Article IV above without the recorded written consent of the Owners of the Lots burdened and served by the purportedly amended septic line easement(s) shall be null and void as to such amendment of Section 2 of Article IV above.

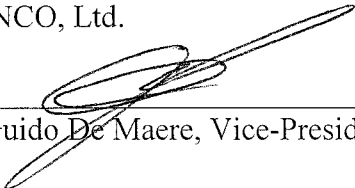
Section 5. Adding Property. From time to time, but only with the prior written consent of Declarant, additional property may be subjected to this Declaration provided such additional property is part of the original Deer Mountain subdivision shown on the plats recorded in Plat Cabinet A, Slides 78, 79, 352 and 353, Chatham County Registry. To add such property

the owner of such additional property must only record in the Chatham County Registry a Supplemental Declaration to this Declaration specifying the property newly subjected to this Declaration and a statement expressing the intent to so subject the additional property and such Supplemental Declaration shall show the consent of Declarant but shall not require the approval or consent of any Lot Owner. Such addition shall be effective upon the recording of such Supplemental Declaration in the Chatham County Registry.

Section 6. Assignment of Declarant Rights. Declarant shall have the right to assign any or all of its rights under this Declaration to one or more persons or legal entities by the recordation in the Chatham County Registry of such assignment(s) and such assignment(s) shall not be deemed to be amending this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on its behalf by its duly authorized officer, the day and year first above written.

SELINCO, Ltd.

By: 

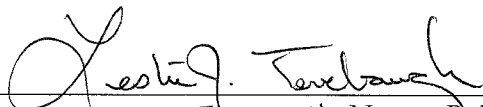
Guido De Maere, Vice-President

SEAL-STAMP NORTH CAROLINA - COUNTY OF ORANGE

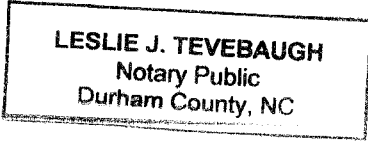
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated:

Guido De Maere

Date: 12/03/2008



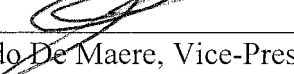
LESLIE J. TEVEBAUGH, Notary Public



My commission expires: 10/14/2012

Mondeer, Ltd. and R. Michael Pipkin, Trustee, join in the execution of this instrument to subordinate the deed of trust originally recorded in Book 485, Page 27, Chatham County Registry (amended in Book 510, Page 764; assigned in Book 809, Page 1088; amended in Book 1049, Page 942) to the foregoing Declaration of Additional Restrictive Covenants and Grant of Easements.

MONDEER, Ltd.

By: 
Guido De Maere, Vice-President

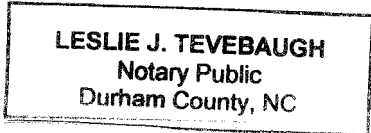
 (SEAL)
R. Michael Pipkin, Trustee

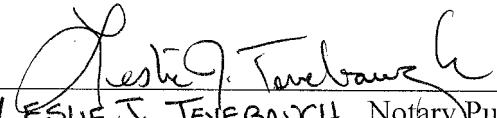
SEAL-STAMP NORTH CAROLINA - COUNTY OF ORANGE

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated:

Guido De Maere

Date: 12/03/2008




LESLIE J. TEVEBAUGH, Notary Public

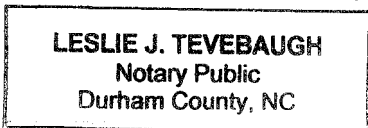
My commission expires: 10/14/2012

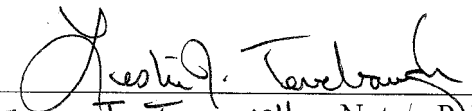
SEAL-STAMP NORTH CAROLINA - COUNTY OF ORANGE

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated:

R. Michael Pipkin

Date: 12/03/2008




LESLIE J. TEVEBAUGH, Notary Public

My commission expires: 10/14/2012

EXHIBIT A

BEING all of the real property shown on the 4 Maps of A Revision Plat of Deer Mountain Subdivision recorded in Plat Slides 2008 - 303, 2008 - 304, 2008 - 305 and 2008 306, Chatham County Registry and owned by Selinco, Ltd. as of December 1, 2008, .

Said property includes more specifically: Lots 2(revised), 2a, 3(revised), 3a, 4(revised), 4a, 5(revised), 6(revised), 7(revised), 8(revised), 9(revised), 10(revised), 14(revised), 15(revised), 15a, 16, 16a, 27(revised), 28(revised), 29(revised), 31(revised), 33(revised) and 33a shown on the plats above referred to.