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CHATHAM COUNTY  
REBA G. THOMAS  
REGISTER OF DEEDS

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INSTRUMENT # 00324

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Prepared by: Cynthia Sax Perry and Brian and Linda Johnson

Return to: ~~Cynthia Sax Perry, P.O. Box 147, Pittsboro, NC 27312~~

JOHNSON P.O. Box 2865 CHAPEL HILL, NC 27515-2865

**NORTH CAROLINA COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR FOREST GLEN**

**CHATHAM COUNTY**

**THIS INSTRUMENT**, made and entered this the 8<sup>th</sup> day of January, 2007, by **Brian D. Johnson and Linda A. Johnson** (hereinafter referred to as "Declarant"), owners of the following described property:

**BEING ALL** of Lots one through five as shown on that plat at Slide 2006-422, dated September 19, 2006 by Van R. Finch – Land Surveys, PA, , and recorded in the Office of the Register of Deeds, Chatham County, North Carolina at Plat Slide 2006-422 on October 20, 2006 (hereinafter referred to as the "Subject Property").

**AND WHEREAS**, the said Declarants desire to develop and market the individual lots on the Subject Property as exclusive single-family residential property;

**AND WHEREAS**, the said Declarants desire to make the Subject Property an attractive, desirable residential development according to the standards best suited to the location, conditions, and circumstances of the Subject Property;

**NOW, THEREFORE**, the said Declarants do hereby adopt the following restrictions to apply to the Subject Property:

**1. SINGLE FAMILY HOMES**

All lots in the Subject Property shall be known and described as single-family residential lots and shall be used for single-family residential purposes only (hereinafter referred to as "Residential Lots"). No structures shall be erected, altered, placed or permitted to remain on any Residential Lot other than one (1) detached single-family residential dwelling not to exceed three (3) stories in height, a private garage and other out-buildings incidental to residential use of the Residential Lot. An additional cottage of 1,000 square feet is permissible if in accordance with Chatham County guidelines.

**2. COMMERCIAL PROPERTY**

No shops, stores, factories, places of business, or business houses of any kind shall be erected, suffered, or licensed to exist on the Subject Property. In addition, no hospital, asylum or institution of like or kindred nature shall be erected, suffered, or licensed to exist upon the Subject Property. Nothing herein shall exclude a resident from operating a home-based business as long as there are no retail sales or manufacturing on premises and there is no more than one employee working with the homeowner(s).

**3. SETBACK REQUIREMENTS**

Removal of Trees. After 2006, no trees or other vegetation, except weeds, deadwood, underbrush or grass may be cut or removed closer than 100 feet from all boundary lines, except only those trees and vegetation required to allow for construction of the private road (Forest Glen Drive), construction of a driveway from the private road (Forest Glen Drive) to the home site, installation of septic lines or fields, and installation of underground utility lines. Such driveway may not exceed a 30-foot wide clearance. In no event shall any structure constructed after 2006 be located on any Residential Lot closer than the greater of 100 feet and the minimum setback required by Chatham County zoning ordinances, from all boundary lines. All animal lots or pens constructed after 2006 shall be set back a minimum of 50 feet from all boundary lines. However, any structure or fence erected within the setback prior to 2006 may be repaired or replaced as necessary.

Tree Preservation. When clearing a lot for new construction, the builder will proceed with care so as to remove only those trees that would be immediately affected by the ongoing construction (e.g. trees within 30' of the building). Every precaution shall be taken to preserve those trees remaining, including, but not limited to, prevention of heavy equipment from running over the root areas, no stockpiling of dirt or building materials around the base of the trees, tagging or barricading trees located in damage-proof areas, and repairing any tree damage immediately.

**4. MINIMUM HOUSE SIZE**

Each residential dwelling constructed after 2006 on a Residential Lot shall have a minimum heated floor space of 3200 square feet, without restriction on the size of each floor. All dwellings shall have an enclosed garage attached to the main dwelling with a minimum capacity of two cars. In determining the square footage of any residential dwelling, all carports, garages, attached one bedroom apartments, storage houses, unfinished attics, basements, and unenclosed porches shall be excluded and shall in no way be included as a part of square footage for such residential dwelling.

**5. FURTHER SUBDIVISION**

No Residential Lot may be divided, subdivided or re-subdivided into smaller lots unless the size of each of each resulting lot is at least three (3) acres and the average size of all resulting lots is at least five (5) acres. All resulting lots would be subject to the terms of this agreement.

**6. NUISANCE**

No noxious or offensive trade shall be carried on nor shall anything be done on or about

the Subject Property that shall be or become a material annoyance or nuisance to the neighborhood. The use of fireworks and other explosive devices is prohibited on the Subject Property at all times.

**7. TRAILER HOMES**

No trailer, basement, tent, shack, garage or other outbuildings erected on a residential lot shall at anytime be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No travel trailers, boat trailers, or trailers of any description will be permitted on the Subject Property unless parked upon a residential lot within an enclosed storage area or area screened from streets and adjacent property owners.

**8. MOTOR VEHICLES AND AUTOMOBILES**

Each Dwelling shall have sufficient enclosed garage space to house at least two vehicles. All vehicles, whether recreational or otherwise, shall be parked in the garages when not in use or shall be screened from view from other Lots. All boats, recreational vehicles, motor homes, all terrain vehicles, go-carts and similar devises must be stored in a specified area if not within the garage. Motor Vehicles may be operated on the Subject Property only for the purposes of providing direct ingress, egress and regress to and from a Lot. No powered vehicles may be used for recreational purposes on the Subject Property at any time. This includes, but is not limited to golf carts, go-carts, four-wheeled all-terrain vehicles, dirt bikes, snow mobiles, and helicopters. No automobiles or trucks without valid current North Carolina license plates shall be permitted upon the Subject Property, unless said automobiles or trucks are kept in an enclosed storage area to the rear of a residential dwelling on a residential lot; it being the intent of this covenant to prevent unused or abandoned vehicles upon the Subject Property and to prevent the unsightliness of same. All permitted vehicles shall be parked only in garages or driveways serving a residential lot.

**9. BILLBOARDS**

No signs or billboards of any description shall be displayed on the Subject Property with the exception of a "For Sale" sign, which sign shall not exceed nine (9) square feet in size and which may only be placed at the entrance to Forest Glen and on the Residential Lot which is advertised for sale; and a security system sign which sign shall not exceed nine (9) square feet in size and which may only be placed on the Residential Lot.

**10. BUILDING MATERIAL**

No cement, solite, concrete block, similar block, or metal or vinyl siding shall be used in any exposed exterior wall in any residential dwelling or other structure on a Residential Lot. Only stucco, brick, stone, log, stained or painted wood siding shall be used for such exposed exterior walls.

**11. OWNERSHIP OF SUBJECT PROPERTY BY GOVERNMENT**

In the event that any governmental agency, whether the same be Chatham County, the State of North Carolina, or the United States of America, or any political subdivisions thereof, obtains title to any part of the Subject Property, either by way of conveyance or by way of condemnations, then and in such event, these covenants shall be null and void as to the part of the Subject Property so taken and shall not be binding upon said governmental agency so long as said governmental agency is the title owner. However, any and all other properties not acquired by said governmental agencies shall continue to be bound by these restrictive covenants. In addition, should any said governmental agency ever transfer any right, title or interest to any non-governmental entity, then in that event, these covenants shall be binding upon such subsequent owner.

**12. PROHIBITION OF CERTAIN ANIMALS; KEEPING OF HORSES**

No swine, livestock (including horses), fowl or poultry of any kind shall be raised, bred or kept on the Subject Property, except that dogs, cats, and other domesticated household pets may be kept in the number described below, provided they are not kept, bred, or maintained for any commercial purpose. No pit bulls or rottweillers, whether pure bred or mixed breed, shall be allowed. Pets must at all times be kept under the control of the owner and not allowed to roam at large in the development. However, the total number of animals housed on any given lot may not exceed four (4) in number, regardless of breed or combinations of those permitted above. No animals shall be chained on the Subject Property at any time.

**13. STORAGE TANKS**

No underground fuel or chemical storage tanks, except propane, shall be permitted on the Subject Property. Spill containment measures in accordance with the applicable State, Federal, and Local regulations must be complied with for any above ground fuel or chemical tanks and any such tank shall be screened from streets and adjoining lots.

No fuel tank may be exposed. All storage tanks must be within a screened area or buried underground.

**14. NEW CONSTRUCTION**

Only construction of a new residential dwelling shall be permitted on a Residential Lot. No other structure converted into a residential dwelling, garage, or outbuilding shall be permitted. In addition, no modular, manufactured, or trailer home may be moved onto, placed, assembled, or otherwise erected onto the Subject Property. No mobile homes, manufactured homes, nor modular homes may be built on lots herein described. Once construction has commenced on new construction, the lot owner and contractor shall use their best continuous efforts to complete construction within 12 months.

**15. ENFORCEMENT OF COVENANTS**

Upon violation or attempted violation of any of the covenants herein or in the event of disagreements between the parties, all parties agree to binding arbitration. Remedies may include but are not limited to recovering damages, other dues or fees, and/or requiring the

specific enforcement of said covenants.

**16. MAINTENANCE OF RESIDENTIAL LOTS**

It shall be the responsibility of the owner of each Residential Lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Residential Lot. No Residential Lot shall be used, in whole or part, for the storage of anything that will cause such Residential Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any Residential Lot that will emit foul or obnoxious odors or that will cause any other conditions that will or might materially disturb the peace, quiet, safety, comfort, or serenity of the owners of the other Residential Lots.

**17. HOBBIES AND ACTIVITIES**

The pursuit of hobbies or other activities, including specifically, but without limitation, the assembly, disassembly, repair or building of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall be prohibited on any part of the Subject Property. This does not prevent routine maintenance on vehicles by the Landowner. There shall be no construction of ham radio towers within Subject Property.

**18. GARBAGE AND RUBBISH**

All rubbish, trash, litter, and garbage shall be regularly removed from each Residential Lot by the owner of said Residential Lot at the owners cost. No rubbish, trash, litter or garbage shall be allowed to accumulate thereon. Owners of any Residential Lot shall not burn or allow any other person to burn any rubbish, trash, litter, and garbage on the Subject Property. All garbage cans shall be located and screened so as to be concealed from adjacent Residential Lots and streets, with the exception that garbage cans may be placed along the road for trash pick-up the evening prior to collection and removed to later than the evening collection has taken place.

**19. FIREARMS AND WEAPONS**

Each lot owner shall be allowed to use or discharge firearms only in the active defense of persons or property. The use or discharge of firearms for any other purpose on the Subject Property is strictly prohibited. Target practice does not constitute the active defense of persons or property. The discharge of pellet guns, BB guns, bow and arrows or any other type of weapon anywhere on the Subject Property is strictly prohibited. No hunting is allowed on the Subject Property at any time.

**20. UTILITY LINES AND EASEMENTS**

The Declarant reserves the right to grant electric, telephone, gas, cable television, sewer, water and other utility easements and contracts across the entire Subject Property for the installation of distribution lines to serve all of the Lots or other adjoining property, 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. All utility lines installed on the Subject Property shall be installed underground, except that temporary power lines may be installed and used above-ground on a Lot only during active construction of improvements on the Lot provided that permanent underground power lines must be installed prior to occupation of a Dwelling on the

Lot. All utility lines and facilities necessary for service on an individual Lot shall be installed at the expense of the Owner of that Lot.

**21. WAIVER AND AMENDMENT TO COVENANTS**

These Restrictive Covenants may be amended by an affirmative vote of the owners of 100 percent of the Residential Lots covered by these Restrictive Covenants. An amendment of the Restrictive Covenants shall become binding and enforceable upon any person with any right, title, or interest in any Residential Lot, regardless of whether said person acquired any right, title, or interest in any Residential Lot before or after the amendment. Any amendment of the Restrictive Covenants shall not materially and adversely affect the ownership interest of any owner of a Residential Lot or the validity or priority of the lien or rights of any institutional lender holding a first mortgage loan on a Residential Lot. Institutional lender shall mean and refer to banks, savings and loan associations, insurance companies, and other firms or entities customarily affording loans secured by first liens on residences and eligible insurers thereof.

**22. COVENANTS RUN WITH LAND**

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the 1<sup>st</sup> of January, 2034. Thereafter, these restrictions shall be automatically renewed for periods of ten (10) years each unless, prior to the date of renewal, the owners of 100 percent of the Residential Lots covered by these restrictions shall agree in writing to revoke them and shall file in the Office of the Register of Deeds of Chatham County an appropriate document revoking these restrictions.

**23. INVALIDATION OF COVENANTS**

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

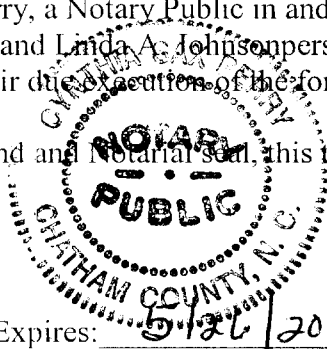
IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on the day and year first above written.

Brian D. Johnson (SEAL)      Linda A. Johnson (SEAL)  
BRIAN D. JOHNSON                      LINDA A. JOHNSON

NORTH CAROLINA  
CHATHAM COUNTY

I, Cynthia Sax Perry, a Notary Public in and for said County and State, do hereby certify that Brian D. Johnson and Linda A. Johnson personally appeared before me this day and acknowledged their due execution of the foregoing instrument.

WITNESS my hand and Notarial seal, this the 8<sup>th</sup> day of January, 2007.



Cynthia Sax Perry  
NOTARY PUBLIC

My Commission Expires: 5/26/2011