

Prepared by and mail to: Savage and Godfrey Attorneys at Law #171

STATE OF NORTH CAROLINA
CHATHAM COUNTY

RESTRICTIVE COVENANTS
HALEY MEADOWS SUBDIVISION

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and entered into this 18th day of JANUARY, 2008, by MICHAEL BRANDON POYTHRESS and wife LISA S. POYTHRESS, and BILLY D. DAVIS and wife JANE P. DAVIS, hereinafter jointly referred to as "Declarant";

WITNESSETH

WHEREAS, the parties hereto are the owners of the lots described as follows:

BEING all of Lots 1 through 10, Haley Meadows Subdivision, as recorded in Plat Slide 2000 Page 422, Chatham County Registry, and

NOW, THEREFORE, in consideration of the premises and covenants contained herein, Declarant declares that the real property described above is and shall be held, transferred, occupied and used subject to the covenants, restrictions, conditions, easements, assessments, and affirmative obligations hereinafter set forth, said covenants shall run with the land and be binding on all persons claiming under and through the Declarant.

1. USE OF PROPERTY: All lots shall be used for single family residential purposes exclusively; provided, this section shall not prohibit a single home office per residence so long as customers, suppliers, and non-resident employees do not habitually come to the residence, and the office and activities do not violate the other sections of these covenants. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one half (2 1/2) stories in height (excluding basement), which shall be used and occupied as a residence for a single family, together with a garage (separate or attached) and one outside storage building, both of which must be similar to the dwelling in architecture, materials, color, roof style and pitch. No structure may be constructed prior to construction of the dwelling.

2. ARCHITECTURAL COMMITTEE: The primary purpose and foremost consideration of these restrictive covenants is the creation of a community which is aesthetically pleasing, functionally convenient, and protective of the owners' investment. The establishment of detailed standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each lot, technological advances, and environmental values. In order to

implement the purposes of these covenants the Declarant may establish and amend from time to time objective standards, regulations, specifications, rules and guidelines for architecture, construction, signs, mailboxes, landscaping, and environment which may be the same for the subdivision as a whole or different for individual neighborhoods.

No building, fence, or other improvement shall be constructed, erected, placed, or altered on any lot until the building plans and specifications (including but not limited to architectural style, construction techniques, exterior materials, colors, and finishes, roofing material, driveway material, and landscape design), and plat showing the proposed location of same have been approved in writing by the architectural committee, in its sole and uncontrolled discretion and based upon such grounds as it alone deems sufficient, so as to ensure the goals above as well as conformity and harmony of exterior design and construction with existing structures and improvements in the development and the intent of these covenants. The plat shall also show location, topography, finished elevation, drainage, and setbacks. The committee may retain all plans, specifications, and plats submitted to them.

The architectural committee shall be composed of the Declarant, and such persons and entities as designated or appointed by Declarant, until such time, not later than the sale or transfer of all the lots in the subdivision by the Declarant, as Declarant designates a minimum of three (3) property owners in the subdivision to serve as the committee, without compensation, until they are replaced by majority vote of the owners of the lots in the subdivision.

3. FENCES: Fences shall not exceed six (6) feet in height and shall not be installed nearer the front street than the rear corners of the house. Chain link fences are prohibited.

4. SATELLITE DISHES: Radio towers, exterior television antennas and similar transmission and receiving apparatus shall not be placed on the property, except that one satellite dish not larger than 24 inches in diameter may be placed on each lot so as not to be visible from each street adjoining the lot.

5. COMPLETION OF STRUCTURES: Houses and related structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is interrupted by fire or similar casualty or act of God.

6. SQUARE FOOTAGE: The total heated floor area of the main residential structure, exclusive of open porches, basements, storage areas, and garages shall not be less than 1,600 square feet for a single level, and 1,800 square feet for two or more stories.

7. SETBACK REQUIREMENTS: No structure shall be located on any lot nearer than 60 feet to the front line, 20 feet to the rear

line, and 25 feet to an interior side lot line or side street. Eaves and chimneys shall not be considered in measuring setbacks provided they do not extend into the setback area more than three feet. Where government ordinances require greater setbacks or eliminate exclusions from measurement, those ordinances shall control. Minor violations of square footage or setbacks of less than five percent (5%) shall not be considered a violation of these covenants provided same do not violate applicable government ordinances.

8. LOTS FREE OF GARBAGE AND DEBRIS: It shall be the responsibility of each lot owner to prevent and correct unclean, unsightly, or unkempt conditions of buildings or lots. All lots shall be kept clean and free of garbage, junk, trash, debris, non-operable vehicles and apparatus, and any substance and condition that might contribute to an unsightly condition, health hazard or the breeding and habitation of snakes, rats, or insects. The owners of lots shall see to the mowing of their lawn as needed, the maintenance and protection of landscaping, the proper drainage of the lot so as to prevent soil erosion, and the maintenance of the home and other structures and improvements located on said lot so as to insure their good condition and appearance. "Lot" as used in this section also includes that portion of the lot between the right of way and the pavement.

Upon a lot owner's continued failure or refusal to abide by this section after fourteen (14) days written notice, the Architectural Committee may perform the required maintenance and repairs, with the lot owners to be responsible for the reasonable charges for same. The charges shall constitute a lien upon the lot upon the filing of notice of same in the office of the Clerk of Superior Court of Chatham County.

Any dwelling or outbuilding which is destroyed in whole or in part by fire, windstorm, or other casualty or act of God must be rebuilt or the debris removed and the lot restored to a sightly condition promptly, and any event within six (6) months.

9. NUISANCE OR NOXIOUS ACTIVITY: No offensive or noxious activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to other residents. There shall not be maintained or operated any plant, animal, device or thing of any sort whose activity or existence is in any way noxious, loud, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the neighborhood by the owners thereof. Unless otherwise approved in writing by the architectural committee, no sign, other than a single "For Sale" or "Sold" sign not larger than 24 inches by 24 inches, and signs at the sales office, shall be placed on any lot. Vehicles shall not be habitually parked on the streets; and no boat, camper, commercial vehicle, vehicle with three or more axles, or trailer shall be parked or permitted to remain on a street, or on a lot so as to be visible from the streets adjoining the lots. Outside clothes lines are not

permitted so as to be visible from the streets adjoining the lot.

10. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, camper, van, lean-to, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

11. MOBILE OR MODULAR HOMES: No mobile or modular home may be constructed or placed on a lot.

12. ANIMALS: No animal, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats and other common house-pets may be kept on each lot provided that (1) they are not kept, bred, or maintained for any commercial purpose, and (2) animals shall not run at large in the subdivision or be kept in violation of applicable governmental laws and ordinances. No person shall keep, maintain or permit dangerous animals, or keep any animal which is an annoyance or nuisance to other lot owners or which otherwise violates Section 9 above.

13. GARBAGE RECEPTACLES: Each lot owner shall provide sufficient receptacles for garbage in an area not visible from the street. No garbage, trash, leaves, or refuse shall be dumped on any lot (except that, to the extent allowed by and in accordance with applicable laws and ordinances and reasonable safety measures trees and brush cleared during construction may be burned); nor shall those items be deposited curbside except in accordance with local ordinances.

14. STORAGE RECEPTACLES: Fuel tanks and similar storage receptacles shall not be visible from the street or other residences and, with the exception of barbecue propane tanks, require the prior written approval of the Architectural Committee.

15. EASEMENTS: Declarant reserves to itself and its successors and assigns, in addition to any easements of record, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, install, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, water drainage provisions and facilities, and other suitable equipment for the conveyance and use of electricity, telephone equipment, cable television, gas, water, sewer, water drainage and public conveniences or utilities on, in or over thirty-five (35) feet along the street frontage and five (5) feet along the remaining perimeter lines of each lot. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, excavate and grade soil, and take any other action reasonably necessary to economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

16. UTILITIES: The Developer reserves the right to subject the real property in this subdivision to a contract for the

installation of underground electrical cables and/or the installation of street lighting, either or both of which may require an initial contribution and/or a continuing monthly payment to the utility service by the owner of each lot. All telephone, electric, cable television, water, sewer, and other utility lines and connections between lines and structures shall be concealed and located underground.

17. SUBDIVISION OF LOTS : Although lot lines may be altered, and the owners of two lots may subdivide a lot located between them with the written permission of the architectural committee, lots may be not subdivided so as to create two or more building lots from any of those original lots or increase the total number of building lots in the subdivision; provided that the Declarant reserves the right to replat lots or otherwise modify the number of lots or shape or size of any lot during the time Declarant owns same.

18. NOTICE: Notice to all owners of a lot shall be deemed to have been given when (a) deposited, postage paid, in the United States Mail addressed to one or more of said owners at the most recent address shown on the county tax records, or (b) hand delivered to the lot.

19. TEMPORARY SALES OFFICES: Nothing contained herein shall prevent the Declarant or its agents from maintaining temporary sales offices, trailers, or storage units on any lot, common area, or recreation area during the development and sale of the subdivision.

20. PROPERTY SUBJECT TO THESE COVENANTS: No property other than that described above shall be deemed subject to this declaration of restrictive covenants until specifically made subject hereto. The Declarant may, from time to time, subject additional property to these covenants and restrictions by appropriate reference hereto.

21. TERM AND MODIFICATION OF COVENANTS AND RESTRICTIONS: These restrictive covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the architectural committee, and any owner of the lots, their heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, at which time they shall automatically be deemed extended for successive ten (10) year periods unless revoked or amended by the owners of two-thirds (2/3) of the lots. Provided, however, these covenants may be amended at any time by written agreement of both (a) the owners of two-thirds (2/3) of the lots, and (b) the Declarant if the Declarant owns any property in the subdivision.

22. ENFORCEMENT: Enforcement of these covenants and restrictions shall be by the Developer or any lot owner by

proceeding at law or in equity against any persons violating or attempting to violate any covenant or restriction herein, to restrain violation and/or recover damages. The failure of any party to enforce any covenants or restrictions herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce any or all restrictions thereafter.

23. **INVALIDATION:** Should any covenant or restriction herein contained, or any sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, laws or regulations of a federal, state, or local agency, the latter shall prevail.

IN WITNESS WHEREOF, the parties have has caused this instrument to be executed the date shown above.

Michael Brandon Poythress (SEAL)
MICHAEL BRANDON POYTHRESS
Lisa S. Poythress (SEAL)
LISA S. POYTHRESS
Billy D. Davis (SEAL)
BILLY D. DAVIS
Jane P. Davis (SEAL)
JANE P. DAVIS

FILED
2001 JAN 22 P 4:10
REGISTER OF DEEDS
N.C.

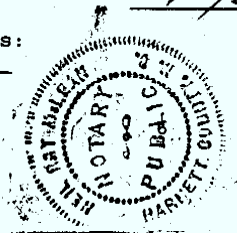
NORTH CAROLINA
Herrett COUNTY

I, a Notary Public of the County and State aforesaid do hereby certify that MICHAEL BRANDON POYTHRESS, LISA S. POYTHRESS, BILLY D. DAVIS, and JANE P. DAVIS appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this the 18 day of Jan, 2000.
2001

Neil Ray McLean
Notary Public

My Commission Expires: 3/21/2003
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NORTH CAROLINA, CHATHAM COUNTY

The foregoing Certificate(s) of NEIL RAY MCLEAN, Notary(ies)
Public is (are) certified to be correct. This instrument was presented for registration at 4:10 o'clock
P.M., on January 22, 2001 and recorded in Book 851 Page 338
By Reba G. Thomas
REGISTER OF DEEDS FOR CHATHAM COUNTY Assistant - Register of Deeds

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Prepared by and mail to: Savage and Godfrey Attorneys at Law

STATE OF NORTH CAROLINA
CHATHAM COUNTY

AMENDMENT TO RESTRICTIVE
COVENANTS HALEY MEADOWS
SUBDIVISION

THIS AMENDMENT TO RESTRICTIVE COVENANTS, made and entered into this 7th day of March, 2001, by MICHAEL BRANDON POYTHRESS and wife LISA S. POYTHRESS, and BILLY D. DAVIS and wife JANE P. DAVIS, hereinafter jointly referred to as "Declarants", and SAMUEL PAUL UNGARO and wife SUZANNE MARIE UNGARO;

WITNESSETH

WHEREAS, the parties hereto are the owners of the lots described as follows:

BEING all of Lots 1 through 10, Haley Meadows Subdivision, as recorded in Plat Slide 2000 Page 422, Chatham County Registry; and

WHEREAS the Declarants previously subjected the property described above to restrictive covenants recorded in Book 851 page 338, Chatham County Registry; and

WHEREAS the parties desire to amend said covenants as set forth below;

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, the parties agree that Section 12 of the above-referenced covenants is amended to add the following:

The owners of any lot may keep and maintain horses on their lot, provided (a) the horses are not boarded or kept for commercial purposes; (b) and the total number of horses shall not exceed the number allowed by applicable county ordinances or four (4) horses per lot, whichever is less.

Except as specifically set forth above, the above-referenced covenants remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed effective the date set forth above.

Michael Brandon Poythress (SEAL)
MICHAEL BRANDON POYTHRESS

Lisa S. Poythress (SEAL)
LISA S. POYTHRESS

FILED

2001 MAR 27 A 8 20

DEEDS
N.C.

Billy D. Davis (SEAL)
BILLY D. DAVIS

Jane P. Davis (SEAL)
JANE P. DAVIS

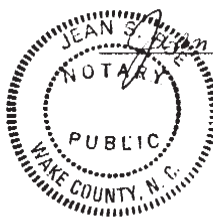
Samuel Paul Ungaro (SEAL)
SAMUEL PAUL UNGARO

Suzanne Marie Ungaro (SEAL)
SUZANNE MARIE UNGARO

NORTH CAROLINA
Wake COUNTY

I, a Notary Public of the County and State aforesaid do hereby certify that MICHAEL BRANDON POYTHRESS, LISA S. POYTHRESS, BILLY D. DAVIS, and JANE P. DAVIS appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this the 7th day of March, 2001.



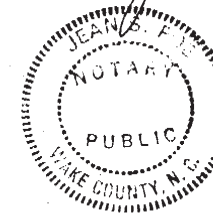
My Commission Expires:
5-30-2001

Jean S. Poe
Notary Public

NORTH CAROLINA
Wake COUNTY

I, a Notary Public of the County and State aforesaid do hereby certify that SAMUEL PAUL UNGARO and wife SUZANNE MARIE UNGARO appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this the 7th day of March, 2001.



My Commission Expires:
5-30-2001
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Jean S. Poe
Notary Public

NORTH CAROLINA, CHATHAM COUNTY

The foregoing Certificate(s) of Jean S. Poe, Notary(ies)

Public is (are) certified to be correct. This instrument was presented for registration at 8:20 o'clock
A.M. on March 27, 2001 and recorded in Book 859 Page 960.

REBA G. THOMAS,
REGISTER OF DEEDS FOR CHATHAM COUNTY

By Brendy Hester
Assistant - Register of Deeds