Prepared by and return to: Lucy D. Strickland, HOGUE & STRICKLAND, 110 West Margaret Lane, Hillsborough, North Carolina 27278.

NORTH CAROLINA

ORANGE COUNTY

PROTECTIVE COVENANTS
FOR
FOX MEADOW

KNOW ALL MEN BY THESE PRESENTS, that FIRST TALLYHO CORPORATION, a North Carolina corporation, of 3938 Dover Road, Durham, North Carolina, being all of the persons, firms, or corporations owning or having any interest in those lands located in Chapel Hill Township, Orange County, North Carolina, fully described below, do hereby agree and covenant for and with all persons, firms, or corporations now owning or hereafter acquiring any of the lots included within the tract hereinbelow described that said lots are subject to the following restrictions as to the use thereof, and hereby specify that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision; this declaration of restrictions being designed for the purpose of keeping the said lots desirable, uniform, and suitable in design and use as specified herein:

1. Property. The property subject to the restrictions is more particularly described as follows:

Lying and being in Chapel Hill Township, Orange County, North Carolina, and BEING all of Lots Nos. 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21, as shown on survey and plat entitled "SECTION TWO, FOX MEADOW" by ENT Land Surveys, dated May 1, 1984, and recorded in Plat Book 41 at page 166, Orange County Registry.

2. Use. No manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained on, in front of, or in connection with the property hereby conveyed nor shall such property in any way be used for other than strictly residential or agricultural purposes. This restriction shall not be construed, however, as preventing the practice of a profession or other business that is conducted from inside of the home that does not give rise to undue amounts of traffic; no signs relating to any such businesses or professions shall be displayed on any of the said property.

3. Nuisance. There shall not be erected on any part of the property herein described any building, nor shall any business or activity be conducted, that is offensive, unlawful, noxious, or detrimental to the use of the land in the subdivision, nor shall the conveyed premises be used for any purposes that, as a matter of common experience, tend to create a nuisance, including, but not limited to, fly breeding and offensive odors.

4. Setback. No house, appurtenance, or outbuilding shall be located less than 50 feet from the easement granted and described on the said plat for roads that will provide access from Rogers Road to all of the said lots included in the above described lands.

5. Subdivision. No lot that is included in the property described in item 1 above shall be subdivided by any present or future owner thereof.

6. Residences. (a) There shall not be erected on any lot more than one residence. There shall be no mobile homes, recreational vehicles, or campers erected, placed, or parked on the lots unless parked within an appropriate garage building or outbuilding.

(b) There shall not be erected on any lot more than one outbuilding, which outbuilding shall not be located between any residence and the said road upon which such residence is located, and no such outbuilding shall contain more than half the floor area of the residence.

(c) Any remodeling or additions to the residence shall be constructed with exterior materials similar to the residence and in keeping with the architectural features of the residence.

RECEIVED
1985 JUN -3 PM 2:47
ORANGE CO. REGISTER OF DEEDS

HOGUE & STRICKLAND
ATTORNEYS AT LAW
HILLSBOROUGH, N. C.

FOR MULTIPLE PIN SHEET
SEE BOOK 517 PAGE 540

(d) The exterior of all buildings shall be kept neatly maintained, all lawn areas shall be kept neatly mown and landscaped, no garbage containers shall be used except closed containers, and no garbage or containers of garbage shall be visible from the road or adjoining lots.

(e) In the event that a lot is purchased for the purpose of moving an existing house onto the lot, the house to be moved must be approved by the developers, FIRST TALLYHO CORPORATION.

(f) Any residence erected upon any lot upon this property shall include no less than 950 square feet of living space, which living space shall be measured exclusive of carports, porches, basement and attic areas and including only heated areas.

7. Timber. No timber shall be sold commercially or cut from the lots except for the personal garden and lawn area and wood burning needs of the landowner. In order to maintain the rural, wooded atmosphere of the development and to insure privacy and a wooded area between lots, no trees or shrubs on the lots within 20 feet of the boundary lines of said lots shall be cut or removed unless they are replaced with substantially similar trees or shrubs in kind and size.

8. Junk Autos. No disabled or junked car, truck, or other motor vehicle shall be permitted to remain on said land for a longer period than reasonable for accomplishing repairs to same.

9. Animals. (a) No animals other than domestic dogs and cats shall be kept and maintained on the lots of their owners and each owner shall keep all dogs on leash when any said dog is outside any building or appropriately constructed dog pen.

(b) No more than two domestic animals, including dogs and cats, shall be kept or maintained on any one lot at any time.

10. Enforcement. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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

This the 30th day of May, 1985.

FIRST TALLYHO CORPORATION

By: Barbara W. Mann
President

Attest:
James Rae Freeland
Secretary

(CORPORATE SEAL)

STATE OF NORTH CAROLINA, COUNTY OF Orange

I, Suzanne Jones, a Notary public in and for said County and State, do hereby certify that James Rae Freeland personally came before me this day and acknowledged that he is the Secretary of FIRST TALLYHO CORPORATION a North Carolina 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 him as its Secretary.

WITNESS my hand and notarial seal, this 30th day of May, 1985.

Suzanne Jones
NOTARY PUBLIC

My commission expires: 6/20/88

SUZANNE JONES NOTARY PUBLIC ORANGE COUNTY, N.C.

HOGUE & STRICKLAND
ATTORNEYS AT LAW
HILLSBOROUGH, N. C.

NORTH CAROLINA – ORANGE COUNTY

The foregoing certificate(s) of
Suzanne Jones,
A Notary (~~XXXXXXXX~~ Public of the designated Governmental units is (~~are~~) certified to be correct. Filed for registration this the 3rd day of June, 1985, at 3:42 o'clock P.M. in Record Book 517 Page 541.

Betty June Hayes, Register of Deeds
By: Bunie B. Horne
Assistant/~~Deputy~~ Register of Deeds

Return: