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REBA G. THOMAS
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Prepared by/Mail to: Don L. Coomes, LLC, 127 North Salem Street, Suite A, Apex, NC 27502

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

**DECLARATION OF PROTECTIVE COVENANTS
FOR ROCKY RIDGE FARMS SUBDIVISION**

**THIS DECLARATION OF PROTECTIVE COVENANTS FOR ROCKY RIDGE FARMS
SUBDIVISION**, made and entered into this 18th day of March, 2005 by P&L Properties, LLC, as owner,
hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of Rocky Ridge Farms Subdivision, which is more particularly
described as follows:

BEING all of Lots No. 1 through 7, as shown on a map entitled "Property of L. Howard Moss, III
and wife, Rebecca Kristin Adams Moss, Oakland Township, Chatham County, North Carolina" which is
recorded in Plat Slide 2001-344, Chatham County Registry; and as also shown on a map entitled
"Recombination Survey and Minor Subdivision for P&L Properties, LLC, Deed Book 902, Page 870,
Oakland Township, Chatham County, North Carolina", which is recorded in Plat Slide 2004-204, Chatham
County Registry.

1. **PREAMBLE:** WHEREAS, Declarant desires to provide for the preservation of the values and
amenities of the said Rocky Ridge Farms Subdivision, and to impose certain protective covenants governing
and regulating the use and occupancy of the same, for themselves, and for every person who shall hereafter
purchase any lot in the property described above, together with such additions as may hereafter be made, to
the covenants, restrictions, easements, affirmative obligations, charges, and liens, hereinafter set forth, each
and all of which is and hereby declared to be for the benefit of said property and each and every owner of
any and all parts hereof.

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, sold, conveyed, leased,
occupied, and used subject to the covenants, restrictions, conditions, easements, charges, assessments,
affirmative obligations, liens (sometimes referred to as "the covenants") hereinafter set forth, and said
covenants shall run with the land and be binding on all persons claiming under and through the Declarant.

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2. **USE OF PROPERTY:** All lots shall be used for residential purposes exclusively. 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 which may be used and occupied as a residence for a single family. A private garage may be located on the same property. A garage attached to the house shall have outside dimension of no less than fourteen (14) feet. No part of said property shall be used for business, manufacturing, or commercial purposes. No structure may be constructed prior to the construction of the main building.

3. **APPROVAL BY ARCHITECTURAL COMMITTEE:** No building or fencing shall be erected, placed, or altered on any premises in said development until the building plans, specifications, and plat showing the location of such building or any fence have been approved in writing as to conformity and harmony of external design with existing structures in the development, and as to the location of the building or fence with respect to topography and finished ground elevation by an architectural committee composed of Declarant and/or two (2) persons designated and appointed by Declarant, or its successors and assigns. Said two (2) persons must be owners or developers of Rocky Ridge Farms Subdivision. In the event said committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it or in any event, if no suit to enjoin the erection of such building or fence or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant.

4. **COMPLETION OF STRUCTURES:** The exteriors of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible which would result in great hardship on the owner or builder due to strikes, fires, national emergency, or natural calamities.

5. **EXTERIOR CONSTRUCTION OF BUILDINGS:** All materials used in the exterior construction of any building shall be new building materials. No building of any kind may be constructed or allowed to remain on the property where cement blocks are visible from the exterior of said structure. No painting of cement blocks shall be used for the purpose of covering cement blocks. All foundations have to be constructed with solid brick or stone.

6. **SQUARE FOOTAGE:** The ground floor area of the main residential structure, exclusive of open porches and garages, shall be no less than 2,000 square feet of heated area for a one-story dwelling; or less than 1,400 square feet of ground floor heated area for a dwelling of more than one story, exclusive of open porches and garages. In no event shall there be less than a total of 2,000 square feet heated area in a multi-story structure, exclusive of open porches, garages, and carports.

7. **SETBACK REQUIREMENTS:** No building of any kind shall be located on any lot nearer than 80 feet to the front lot line nor nearer than 80 feet to the rear lot line. No building shall be located nearer than 40 feet to an interior side lot line. On corner lots, no building shall be located nearer than 80 feet from the side lot line adjacent to said side street.

8. **LOTS FREE OF GARBAGE AND DEBRIS:** It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings and grounds on such lots which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Non-operating cars, unused objects, or apparatuses, or any portion thereof, shall not be permitted to remain on any lot unless they are placed in a building out of sight. All lots shall be kept clean and free of garbage, junk, trash, debris, or any substance that might contribute to a health hazard or the breeding and habitation of snakes, rats, insects, or other pests or vermin. Each purchaser of a lot shall cause each lawn to be mowed as needed; cause the maintenance and protection of landscaping in such as way as to insure the

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proper draining of the lot so as to prevent soil erosion; and cause the maintenance of the home and any other structures and improvements located on said lot in such a way as to insure its good condition and appearance.

9. **NUISANCE OR NOXIOUS ACTIVITY:** No noxious, offensive, or environmentally unsound activity, condition, or trade shall be carried on or permitted upon any of the lots, nor shall anything be done thereon which may be or become an annoyance, nuisance, and/or an embarrassment to the neighborhood. There shall not be maintained any plants or animals, or devise or thing of any sort whose normal activity of existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof, except as otherwise specifically permitted herein.

10. **TEMPORARY STRUCTURES:** No structure of a temporary character, including but not limited to: trailers, campers, vans, lean-tos, basements, tents, shacks, garages, barns, or other outbuildings shall be used on any lot as a residence either temporarily or permanently.

11. **MOBILE HOMES, MODULAR UNITS, OR PRE-ENGINEERED HOUSES:** No mobile homes, modular units, or pre-engineered houses may be constructed or allowed to remain on any lot.

12. **PARKING OF VEHICLES:** No mobile home or truck exceeding one-ton size, truck-cargo trailer, or other vehicles of a similar nature shall be allowed to be placed or parked on any lot for more than twenty-four (24) hours, except that campers, vans, boats, and other recreational vehicles may be placed or parked on any lot as long as the same are not visible from the street on which the lot fronts.

13. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot excepting one sign of not more than five (5) square feet in area advertising the property for sale during construction and/or any other sales period.

14. **ANIMALS:** Farm animals and poultry such as cows, pigs, and chickens may not be kept on any lot. Horses may be kept and maintained on a lot, provided: (1) in no event shall the number of horses exceed two (2) horses per permanent pasture acre; and (2) in no event shall the number of horses exceed fifteen (15) on any individual lot. Dogs, cats, or other domestic household pets may be kept and maintained, provided: (1) not more than five (5) pets can be kept and maintained upon any one (1) lot; (2) said pets are kept under proper supervision and control of their owners so as to not cause a nuisance or menace to the owners or occupants of any other lots; and (3) said pets are not allowed to go upon the lots of others or run free or unrestricted upon the streets, roads, or highways in the vicinity of the property.

15. **GARBAGE RECEPTACLES:** Each lot owner shall provide receptacles for garbage in any area not generally visible from public street view, except on trash pick-up day.

16. **STORAGE RECEPTACLES:** No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within any other outbuilding, or buried underground.

17. **WATER AND SEWAGE SYSTEMS:** All water and sewage systems shall be in conformity with the requirements of the Chatham County Health Department and shall be inspected and approved by the same.

18. **GARDEN PLOTS:** Any garden plot shall be at least eight (80) feet from any street and located in the rear of the house.

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19. EASEMENT: Declarant reserves unto itself, 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, gas, water, sewer water drainage, and other public conveniences or utilities on, in, or over five (5) feet of each lot that runs alongside the private road (Whatt Way) that is used for access to N.C.S.R. 1954 (Gade Bryant Road). These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, and to bury lot debris, make any grading of the soil, or to take any other similar action reasonable to provide economical and safe utility installation and to maintain reasonable standards or health, safety, and appearance.

20. SUBDIVISION OF LOTS: No single lot may be subdivided by a purchaser or owner so as to create two or more building lots from the original lot.

21. STREET LIGHTING: Any outside lighting installed by any owner must conform with the existing (if any) lighting already put in place by the Declarant. In addition, night lights may only be attached to barns.

22. ASSESSMENTS: Each owner shall pay Declarant an annual assessment of \$300.00. Among other things, this assessment shall be used for the maintenance and repair of the property's road(s) as well as any other future improvements (if any) on the property. This annual assessment shall be due on the first day following the initial conveyance of a lot to an owner and shall be adjusted according to the number of days remaining in that year. Afterwards, assessments shall become due on the first business day of January of each subsequent year thereafter (hereinafter "due date"). Declarant shall provide each owner (via U.S. Mail) with at least two weeks' notice of the amount of the annual assessment due from that owner. If an assessment is not paid by an owner within thirty (30) day after the due date, a late charge may be imposed against that owner. This late charge shall be twenty percent (20%) of the delinquent amount. Declarant reserves the right to increase the annual assessment at any time, but in no event shall any single increase be more than ten percent (10%) of the amount then currently charged as an annual assessment. In addition, the annual assessment shall not exceed \$400.00 at any time during the term of this Declaration. In the event that the need for maintenance or repair of the property's road(s) or any other improvements to the property are brought about by the willful or negligent act(s) of an owner, his family, or his pets or horses, the cost for such maintenance or repair shall be paid by that owner.

23. TERMS OF COVENANTS AND RESTRICTIONS: The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of and be enforceable by all parties to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of five (5) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years except they may be altered, amended, or revoked in whole, or in part, by written agreement of the record owner(s) of at least two-thirds (2/3) of the platted lots.

24. NOTICE: Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice hereby given, when mailed, postpaid, to the last known address of the person who appears as owner. Notice to one or two or more co-owners of a lot shall constitute notice to all co-owners.

25. MINOR VIOLATIONS: Minor violations of setback lines and square footage of less than five percent (5%) shall not be cause for corrective action by other record owners.

26. ENFORCEMENT: Enforcement of these covenants and restrictions shall be by any proceeding law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages; and failure by any party hereto 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 or all restrictions thereafter.

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27. **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 hereto and the subject matter hereof, such judgment in no wise shall 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 restrictions and any governmental ordinances, laws, or regulations of a federal, state, or local agency, the latter shall prevail.

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

P&L Properties, LLC



Scott K. Phillips, Manager

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, the undersigned Notary Public of Wake County, North Carolina, certify that Scott K. Phillips, Manager of P&L Properties, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein stated. Witness my hand and notarial stamp or seal this 18th day of March, 2005.





Don L. Coomes, Notary Public
My Commission Expires: 12/29/08

The foregoing Certificate(s) of _____ is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____, Register of Deeds for _____
County.

By: _____, Deputy/Assistant-Register of Deeds.