

RESTRICTIVE AND PROTECTIVE COVENANTS

THE OAKSII

NORTH CAROLINA ORANGE COUNTY

KNOW ALL MEN BY THESE PRESENTS that Goforth Properties, Inc. , a North Carolina Corporation, P.O. Box 967, Chapel Hill, N.C. 27514, hereinafter referred to as GRANTOR, does hereby covenant and agree with all persons purchasing lots from it within the area designated as The Oaks II, as shown on a map recorded in the Orange County Registry in Plat Book 44, Page(s) 104, that all of the lots in the said area shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property described above and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the above- described property or any part thereof, their heirs, successors, assigns and legal and/or personal representatives, to wit:

1. No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family residence and its customarily accessory buildings and uses. No duplex houses, apartments, commercial or industrial buildings shall be constructed within the area. This provision shall not be interpreted to preclude the provision of servant's quarters or rooms incidental to the residence and garage structure, nor does it preclude the inclusion of one small light housekeeping apartment within the residential structure, nor does it preclude gardens and basketball courts.

2. No residence shall be erected on less than one lot and no lot as shown on the recorded plat shall be subdivided except that two lot owners may subdivide a lot between them, but only one residence shall be built on the combined original lot and the subdivided portion of any lot; provided, further, that adjoining property owners may adjust a common boundary line by the sale or exchange of property between such owners, so long as such sale or exchange conforms in all respects with the Zoning Ordinances of the Town of Chapel Hill and all other provisions of these restrictive covenants.

3. The minimum size of dwelling structures within this area shall be TWO THOUSAND SQUARE FEET heated and finished living area. A two story structure shall contain no less than TWENTY FOUR HUNDRED SQUARE FEET heated and finished living area in complying with this minimum. All structures must include either an attached or detached double-car garage equipped with automated door openers.

4. No building or part of a building other than steps, overhanging eaves or cornices shall extend nearer to the front and side property lines than the building lines shown on the recorded plat of the Oaks II. No fencing shall be located nearer than twenty-five (25) feet to any golf course fairway or green. In any event no building shall be located on any lot nearer than twenty (20) feet to any side property line or nearer than fifty (50) feet to the front property line. On any corner lot, the fifty foot setback line shall apply only to that side of the lot that the house faces and the other setback shall be considered a side property line and shall only be twenty (20) feet. No building shall be located on any lot nearer than twenty-five (25) feet to the rear lot line.

An exception to the above restrictions shall apply to Lot Numbers 44, 45, 80, 81, 83, 85, and 86 as follows: No building shall be located on any lot nearer than twenty (20) feet to any side property line or nearer than twenty-eight (28) feet to the front property line. No building shall be located on any lot nearer than fourteen (14) feet to the rear lot line. Relief from the above restrictions may be granted by the Grantor herein at its discretion so long as compliance with the Zoning Ordinances of the Town of Chapel Hill is maintained.

5. No structure of a temporary character, trailer, motorized home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a temporary residence.

6. No cattle, swine, ducks, geese, chickens or goats may be kept on any homesite or reserved area, but limited numbers of dogs and cats may be kept on homesites under reasonable regulations of control and sanitation, provided they do not become a nuisance to other owners in the development, and further, provided that they are not kept, bred or maintained for any commercial purpose.

7. This conveyance is made and accepted subject to any easements or right-of-ways that may have been granted for power, light, telephone, cable and sewer lines and drainage facilities, or as shown on the recorded plats of The Oaks II.

8. All garbage containers shall be concealed from public view and curbside trash deposits shall be prohibited. Outside clotheslines, satellite dishes, and TV antennas shall be prohibited.

9. All telephone, electric, cable, water, sewer and other utility lines and connections between the main lines and the structures located on the lots shall be concealed and located underground.

10. All driveways shall be paved with concrete, asphalt, brick or such other material as may be approved in writing by the Grantor.

11. No dwelling house, building, fence or other structure of any kind shall be erected, placed or altered on any building lot in this area until the building plans and specifications have been approved in writing by the Grantor herein, or a person or persons designated by said Grantor. Said plans shall show floor elevation, drainage and grades, driveways and walks and the location of said building as to conformity and harmony of exterior design with existing structures in the area, and as to location of the building with respect to topography and the finished ground elevation and orientation relative to neighboring structures. A landscaping plan shall be submitted as part of said approval and such landscaping shall be completed within ninety (90) days from completion of the dwelling. In the case of death, resignation or inability to serve of any designated person, the vacancy created shall be filled by appointment by the President of Goforth Properties, Inc. of Chapel Hill; and pending such appointment, the surviving member or members of the designated representative shall have authority to approve or disapprove such design or location. If the aforesaid Grantor or its authorized

representatives fail to approve or disapprove a design or location within thirty (30) days after plans, specifications, and plat plans have been submitted to it in writing, or in any event, if no suit to enjoin the erection, placement or alteration of such building has been commenced prior to the completion thereof, such approval of said design or location so submitted will not be required. Said approval shall be required until the 31st day of December 2010, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded in the Office of the Register of Deeds of Orange County their authorized representatives who thereafter shall have all the powers subject to the same limitations delegated herein to the aforesaid Grantor, and for the time limited in said writing. If there is more than one owner of a lot, these owners shall be entitled to only one vote.

12. No individual mailboxes and/or tubular receptacles for newspapers or advertising publications shall be permitted; cluster mailboxes shall be provided by the U.S. Postal Service or by the Grantor herein.

13. Boats, campers, trucks and golf carts shall be concealed from public view. On-street parking of lot owner's vehicles shall be prohibited.

14. No construction signs larger than 29" by 22" nor any "For Sale" signs larger than 12" x 12" shall be permitted.

15. No contiguous area greater than twenty percent (20%) of a lot shall be cleared of trees until approval in writing is given by the Grantor herein. Any clearing which exceeds twenty percent (20%) of a lot must be approved in writing by the Grantor herein. Any owner violating this provision will be responsible for restoring the damaged area as nearly as possible to its original condition.

16. Each lot owner within The Oaks II shall maintain and preserve his lot in a clean, orderly and attractive appearance within the spirit of the development. Lot owners shall be responsible for maintaining that portion of the street right-of-way between their lot and the pavement of the streets.

17. It is expressly understood and agreed between the owners of Lots in The Oaks II and all subsequent purchasers of lots therein that all conveyances of lots in The Oaks II are made subject to the foregoing covenants, conditions, and restrictions, and that they are for the protection and general welfare of the development and shall be covenants running with the land binding upon all parties buying lots in The Oaks II.

18. These covenants, conditions and restrictions shall remain in full force and effect through December 31, 2010, after which said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of two-thirds of the then owners of the lots in the area it is agreed otherwise. These provisions may be amended at any time by a two-thirds vote of the owners of real estate in this area, or by the Grantor herein so long as said Grantor owns at least 25% of the real estate in this area. All owners of a single lot shall have one (1) vote.

19. It is further stipulated and agreed that the owners of property in The Oaks II and their heirs, successors or assigns, may enforce the above restrictive covenants and agreements by injunction and that this shall not be in exclusion of, but in addition to, other remedies available in law.

20. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall

remain in full force and effect.

21. Grantor shall have the right to subdivide Lot No. 52, The Oaks II, into no more than two (2) lots.