



## II

The land shown upon the map and subject to these restrictions and protective covenants may not be further subdivided without the prior written consent of all the owners of any parcels in the subdivision and prior approval of the appropriate governmental authorities.

## III

Only one single-family dwelling or replacement thereof, not to exceed two and one-half stories in height, shall be placed upon such building unit or lot.

## IV

Any building site and any building constructed thereon shall be used for residential purposes only and shall not at any time be used for purposes of trade, business or manufacturing or any other industrial, commercial or professional purposes.

## V

No single-family dwelling shall be built, erected, altered or used unless the main bond of the structure, exclusive of garage, porches, breezeways, stoop and terraces shall contain at least 1500 square feet of floor space in the main bond of the house. All such measurements contained herein shall be made from outside wall lines.

## VI

No mobile home or doublewide mobile home as those terms are generally accepted in the community and for which a separate title issued by the North Carolina Department of Motor Vehicles is available, whether affixed to the property by permanent foundation or not, nor any modular or manufactured home with a roof pitch of 5/12 (5 inch rise for every 12 inches of horizontal length) nor any structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuildings shall be inhabited, located or used upon any building unit or lot at any time as a permanent residence. Provided however, the owner of a lot in his or their name (s) may temporarily locate on said lot, a mobile or modular home as their or his personal residence only during the period of active construction of his or their permanent residence for a period not to exceed twelve (12) months total. Said temporary residence shall be completely removed when the house is completed or 12 months have passed, whichever occurs first.

## VII

No building unit or lot shall be used or maintained as a dumping ground for rubbish and no junk or disabled motor vehicle shall be allowed upon said property. Trash, garbage or other waste shall not be kept except in sanitary containers, which shall not be visible from the street unless shielded by a fence or fencing compatible in design and quality with surrounding structures.

VIII

Personal property such as boats, travel trailers, clothesline, etc., shall be discreetly screened or unobtrusively located or stored at the rear of the lot.

IX

No obnoxious or offensive activity shall be carried on upon any building unit or lot, nor shall anything be done thereon which may be or might become an annoyance to the neighborhood.

X

No hogs, sheep or goats may be kept on the property and no use of said property for any animals or fowl shall be made which shall be noxious to the adjoining property owners or to the neighborhood. Limited numbers of dogs, cats, horses, ponies and household pets may be kept on homesites under reasonable regulations of control, sanitation and common regards for neighbors' rights.

XI

Any structure for the keeping of animals shall be located at least 150 feet from the nearer right-of-way line of any public street or road and at least 50 feet from any adjacent property line. No outbuilding shall be located between any dwelling constructed upon said building site and any public street or road.

XII

All driveways and driveway entrances to building units or lots shall be constructed, installed and maintained by the individual owners thereof in accordance with all or any applicable rules, regulations, specifications or standards required by the North Carolina Department of Transportation for driveway entrances to secondary roads maintained by said Department.

XIII

All lots or building units that may be conveyed shall be accepted to any easements or rights-of-way that may have been previously granted for power, light, telephone, and drainage facilities. An easement is hereby reserved over and across five (5) feet inside all exterior lot lines for utility installation and maintenance and for drainage purposes, and no encroachment whatsoever shall be permitted to impede the use of said easement for said purposes.

XIV

All individual water supply systems and sewer systems shall be construed and equipped in accordance with specifications of the Chatham County Health Department or other agency having jurisdiction thereof.

XV

Landscaping of areas no used for structures upon any building unit or lot shall be done in a manner so as to preserve the natural forest or improve upon the existing natural beauty and prevent soil erosion.

XVI

Invalidation of any one of these covenants or restrictions buy judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

XVII

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

XVIII

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

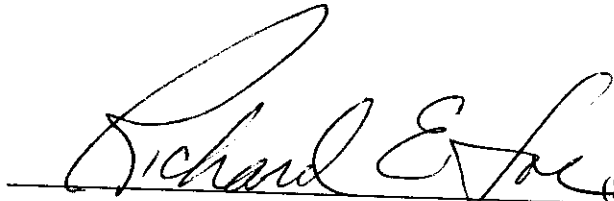
XIX

The provisions and covenants herein contained shall be binding for a period of 30 years from the date of this instrument and may be extended thereafter in whole or in part for successive periods of 20 years each by a majority vote of the record owners of Lots 1 through 18, provided however, that in the event the maintenance of the private road or any portion thereof is taken over by the North Carolina Department of Transportation or any other government body, then the provisions of that declaration contained hereinafter shall at such time as it is taken over by the said governmental body terminate to such portion as to which maintenance has been taken over.

XX

It is specifically declared that the roads designated upon the Plat as Valleydale Drive, Hillendale Drive and Cloverdale Drive are dedicated for the use and benefit of the lots and the lot owners, which they border, except for lots 1, 8, 9, 14, 15 and 16. This dedication of roadways is specifically subject to the Road Maintenance Agreement for Final Plat "Laura Hills" April 14, 2004, Deed Book 1036, Page 612, which is incorporated herein by reference.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal, the day and year first above written.

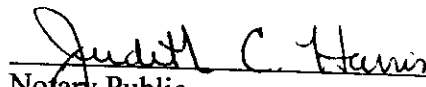
  
\_\_\_\_\_  
RICHARD E. FOX (SEAL)

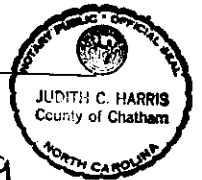
NORTH CAROLINA

CHATHAM COUNTY

I, the undersigned Notary Public of the County and State, hereby certify that RICHARD E. FOX, personally appeared before me this day and acknowledged the execution of the foregoing Deed.

WITNESS my hand and notarial seal, this 26<sup>th</sup> day of July, 2004.

  
\_\_\_\_\_  
Notary Public

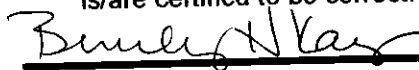


My Commission Expires: 2-22-2009

Chatham County, North Carolina  
REBA G. THOMAS Register of Deeds  
The foregoing certificate(s) of  
JUDITH C. HARRIS

\_\_\_\_\_  
\_\_\_\_\_

notary/notaries public  
is/are certified to be correct.

  
\_\_\_\_\_  
Assistant - Register of Deeds