

STATE OF NORTH CAROLINA  
COUNTY OF MACON

Each of the certificate, or certificates, namely of  
Judy L. McQuire  
a Notary or Notaries Public of the County and state designated is certified to be correct and filed for registration on the 5<sup>th</sup> day of Nov. 2004 in book 7-28 at page 6 - 11 at 11:03 o'clock A. M.

ADELAIDE K. GREEN, REGISTER OF DEEDS  
BY Christina R. Stoddard

DEPUTY / ASSISTANT

DECLARATION OF RESTRICTIVE COVENANTS

FOR

CHISHOLM CHASE ESTATES

Prepared By: Henning & Henning, P.A.  
139 Iotla Street  
Franklin, NC 28734

KNOW ALL MEN BY THESE PRESENTS:

THAT BURNHAM DEVELOPERS, LLC, a limited liability company organized and existing under the laws of the State of Georgia, is the owner of all of the following described property located in Smithbridge Township, Macon County, North Carolina, and being more particularly described as follows:

BEING the same lands, easements, privileges, and appurtenances as are described in a deed dated 13 September 2004 from Archie C. Burnham, Jr., et ux, et al, to Burnham Developers, LLC, as recorded in the Office of the Register of Deeds for Macon County, North Carolina, in Deed Book L-28 at pages 1571-1573, and as shown on the plat of said subdivision as recorded in the Office of the Register of Deeds for Macon County, North Carolina, on Plat Cards Numbered 4286-1 and 4286-2. Reference to said deed and record and plat and record being hereby made for a more complete and accurate description of the same.

BURNHAM DEVELOPERS, LLC (hereinafter referred to as the "Developer") intends to sell and convey certain parcels and lots located within "CHISHOLM CHASE ESTATES" hereinabove described and intends to establish a general plan for the improvement and development of said subdivision, and does hereby impose upon all of the lots mutual and beneficial restrictions, covenants, servitudes, and charges under a general plan and scheme of improvement for the benefit of all lots and parcels of the entire premises, and for the owners and their assigns, and for future owners and their assigns, of all said lots and parcels which are a part and parcel of "CHISHOLM CHASE ESTATES".

Each and every one of these conditions, covenants, reservations, and restrictions is, and

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all are for the benefit of each and every owner of land in said "CHISHOLM CHASE ESTATES" and shall inure to and pass with each and every parcel of land and the respective successors in interest of the present owners thereof for a period of thirty (30) years from the date of recordation of this instrument. Each and every owner of these restrictive covenants, have the power to enforce the conditions, conditions, and restrictions on the part of any other owner of property located within "CHISHOLM CHASE ESTATES".

1. The property shall be used for residential purposes only. Only one detached single family dwelling, not to exceed two stories in height, exclusive of basement, shall be erected on said lot; provided, however, that one small accessory building, which may include a garage, may also be erected on said lot; provided further that the same may not be used as an apartment or other dwelling. Variations may be approved by the Developer or homeowners' association, when formed, as contained in Restriction #15 hereinafter at for good cause shown and, if such improvements are in good taste and in keeping with the interests of the development. Developer or homeowners' association, when formed, may permit a guest house to be built upon a lot upon request.

2. All lots shall be used for residential purposes only and no business activity of any nature may be conducted upon the property including, but not limited to, the offering of any item for sale, the manufacture of any item, any repair shop, child care center, rest home, or any other business office.

3. No lot in said subdivision shall be resubdivided without the prior written consent of the Developer or homeowners' association, when formed.

4. Each residence located on the above described property shall be of at least three thousand (3,000) square feet of heated floor space.

5. All recreational vehicles, including boats and their trailers, shall be stored in areas not generally visible from the street(s).

6. No trailer, camper, motor home, mobile home, or other temporary structure shall be permitted to be used as a residence on the property nor shall such temporary structure be permitted to be hooked up to any utilities and shall be stored only in areas not generally visible from the street (s).

7. No building shall be placed closer than fifteen feet (15') to any boundary line unless

two (2) or more lots are improved as a unit, in which event this restriction shall apply only to the unit.

8 All owners of lots shall be required to install a culvert under their driveways at the intersection thereof with the existing road rights of way. Each culvert shall be a minimum of twelve inches (12") in diameter.

9. There shall be no cutting or removal of hardwood trees having a diameter of fourteen inches (14") or more measured four feet (4') above the ground, excluding those trees which must be removed from the actual construction area.

10. The exterior of all structures on the lot must be completed within one (1) year after the commencement of construction thereof, except where natural disaster such as strikes, fires, national emergencies, or natural calamities make completion impossible or would result in great hardship upon the owner or builder.

11. It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly, or unkept condition of any structure or on the ground of his lot(s), which condition would mar or substantially decrease the beauty of the neighborhood as a whole or of any specific area.

12. No obnoxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon intending to cause or causing embarrassment, discomfort, annoyance, or nuisance to the neighborhood.

13. All trash, garbage, and waste shall be kept in sanitary, closed receptacles provided by each lot owner in an area not generally visible from the street(s) or from adjoining residences.

14. No fuel tanks or similar storage receptacles may be exposed to view and such tanks or receptacles may be installed only within the main dwelling or permitted accessory structure or otherwise shall be buried underground.

15. All building plans, including outbuildings and materials, must be submitted to the Developer at least fifteen (15) days prior to the beginning of construction and must be approved. Approval of building plans will not be unreasonably withheld. After the time that a homeowners' association is formed, said plans must be submitted to said association in lieu of the Developer.

16. The Developer reserves unto itself, its successors and assigns, a perpetual, alienable, and releaseable easement and right of way on, over, and under the ground to erect, maintain, and



use electric and telephone wires, cables, conduits, sewers, water mains, and other suitable equipment for the transmission and discharge of electricity, telephone, gas, sewer, and other public conveniences or utilities on, in, or over ten feet (10') along the rear of each lot and five feet (5') along the front and each side of said lot. All such utilities shall be located underground. Such easements and rights expressly include the right to take any action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. By reservation of said easements, the Developer in no way obligates itself, its successors or assigns, to provide any utility service to any lot in this subdivision.

17. Each property owner shall be required to become a member of the CHISHOLM CHASE ESTATES HOMEOWNERS' ASSOCIATION, which association shall have as its primary function the maintenance of the roadways and water systems within the subdivision. Each property owner shall contribute to the costs of maintaining the roadways and the water systems within the subdivision and the said association shall have the power to assess property owners for such amount and shall further have the powers, authorities, and responsibility set forth in the bylaws of the association as they exist or may hereafter, from time to time, be amended. Until such time as said association is formed, lot owners shall pay to the developers the sum of Five Hundred (\$500.00) Dollars per year as their share of said maintenance.

18. Each property owner's proportionate share of the cost of maintenance, upkeep, and repair of the roadways, streets, water system, and other similar common expenses, and/or the cost of abatement and removal of any structure or other property or thing in violation of these restrictive covenants as herein provided, shall be and constitute a lien upon the respective lots to which the same is applicable until the same shall have been paid in full. Failure to pay such assessment or charge within thirty (30) days after the declaration and notification thereof to the owner shall constitute grounds for the filing of a notice of lien upon the public records of Macon County, North Carolina, which said lien may be enforced as in the cases of lien foreclosure under the General Statutes of the State of North Carolina.

19. No sign of any type advertising the property for sale or for rent shall be displayed to the public view on any parcel; provided, however, that the Developer retains the right to place reasonable signs on property retained by it.

20. Each property owner shall be responsible for repairing any damage to the roads within the subdivision caused by himself, his guests, his agents, or his employees.

21. No livestock, poultry, or other animals except household pets such as dogs, cats, etc. shall be permitted upon said property; provided, however, that all such household pets shall be kept on leashes or within fenced areas on the owner's property when outside.

22. All water systems and sewage systems shall be constructed, installed, and maintained in accordance with applicable Federal and State Health Departments and approval of all water systems and sewage systems shall be obtained from such applicable authorities prior to completion of said systems and prior to the use thereof.

23. Developer reserves the right to amend, revoke, or alter in any fashion these restrictions without the joinder of any other party or lot owner prior to the creation of the homeowners' association referred to herein. After such creation, amendments to these restrictions may only occur upon affirmative vote of seventy five percent (75%) of the then lot owners and upon full compliance with any regulations as to amendments contained in the by-laws of said association.

24. Invalidation of any one of these covenants, conditions, or restrictions by a judgment or order of court of competent jurisdiction or by requirements of state or federal law shall in no wise effect the validity of any of the other provisions and said provisions shall remain in full force and effect.

25. In the event of violation of any of these restrictive covenants by any lot owner or agent of such owner, the owner of any such lot subject to these restrictions shall have the right to take such legal or equitable action as necessary to compel compliance or to terminate or enjoin any violation. Additionally, the Developer shall have the same right of enforcement and shall have the further right to enter upon the premises where such violation exists to abate or remove the same if, after ninety (90) days written notice to the lot owner the violation has not been corrected. Any such entry by the Developer shall not be deemed a trespass.

IN WITNESS WHEREOF, the Developer has hereunto set his hand and seal, this the 25<sup>th</sup> day of October, 2004.

BURNHAM DEVELOPERS, LLC,  
A Georgia limited liability company

  
By: Archie C. Burnham, III, Member/Manager

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