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DECLARATION OF COVENANTS CONDITIONS, and RESTRICTIONS  
OF HART'S CREEK

THIS DECLARATION, made and entered into this the 1st day of November, 1991 by HART'S CREEK PARTNERSHIP, A NORTH CAROLINA PARTNERSHIP, hereinafter called DECLARANT:

WITNESSETH:

THAT WHEREAS, the Declarant, Hart's Creek Partnership, a North Carolina Partnership, is the owner of the real property described in Article I below, and desires to create thereon a low density residential community with permanent protection for native flora and fauna and the opportunity for residents to live in harmony with these natural life forms; and

WHEREAS, Declarant has adopted a uniform scheme for the development of said property in accordance with the provisions as set forth herein; and

WHEREAS the Declarant wants to provide for the preservation of the values and amenities in this community and for the maintenance of recreation and study in the natural environment and to these ends desires to subject the real property described in Article I to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW THEREFORE, Declarant hereby declares that the real property described in Article I shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens herein, and make the following declaration as to limitations, restrictions and uses to which the real property described in Article I may be put; and Declarant hereby specifies that such declarations shall constitute restrictions and covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them and shall be for the benefit of and in limitation on all future owners and residents of said property, this declaration of covenants, conditions and restrictions being designed to achieve the purposes stated herein.

ARTICLE I  
DESCRIPTION OF REAL PROPERTY

The real property subject to this declaration is described as follows:

All that certain 136.19 acres as shown on plat of "Hart's Creek - Phase One" as prepared by Smith & Smith Surveyors and as recorded in Plat Slide 91-373, Chatham County Registry.

ARTICLE II  
GENERAL PROVISIONS

(a) All of the property described in Article I above and later annexed property and all subdivisions thereof shall be subject to the following conditions, restrictions and covenants hereinafter set out which may be enforced by any Owner of a Lot or Common Property.

(b) Annexation: If within 5 years of the date of recordation of plat of Hart's Creek, Phase I, the Declarant, its successor or assigns, should commence development of additional lands adjacent to any lands described in Article I above, such additional lands may be annexed to said properties without the assent of the voting members, and said lands on the date of annexation shall be deemed a part of the properties, provided, however, that the development of the additional lands shall be in accordance with a general plan that subjects the annexed property to the same covenants, declarations and restrictions that apply to the properties described in Article I above.

Annexation shall be achieved by recording a plat or plats of the additional lands clearly labeled as "Annexed to Hart's Creek Subdivision" and by a recorded document of agreement bearing the signatures of the owner or owners of the additional lands by which they accept these covenants.

**SECTION ONE:** Dwellings and lot sizes

(a) There shall be no further subdivision of any platted lot.

(b) There shall be no more than one dwelling unit per lot except that an attached apartment of no more than half the size of the main dwelling may exist on lots; and provided that no lot shall have more than one such supplementary apartment for any dwelling unit. A guest home may be constructed to meet the requirements of the Chatham County zoning ordinance.

(c) The ground floor area of the main residential structure, exclusive of open porches, garages, and carports, shall not be less than 1200 square feet of heated area for a one story dwelling; nor less than 800 square feet of ground floor heated area for a dwelling of more than one story, exclusive of open porches, garages, and carports; in no event shall there be less than a total of 1300 square feet of heated area in a multistory structure, exclusive of open porches, garages and carports. Any dwelling having an attached enclosed garage may count the total square footage of the garage towards the minimum square feet requirement.

**SECTION TWO:** Commercial and business uses limited

(a) No manufacturing, commercial or business enterprise or enterprises of any kind for profit shall be maintained on, in front of or in connection with the properties, nor shall such property in any way be used for other than strictly residential purposes. The purpose of this article and its qualifications is to preserve the quiet nature of the property and minimize traffic by prohibiting business or other services that cater to the general public in unspecified intensity. This restriction shall not be construed, however, as preventing the following uses:

(b) Residents may practice a profession in home offices so long as such activities are conducted within the dwelling unit of the professional, and provided no more than two persons may be employed on the premises by the professional and provided clients are seen only on an appointment basis.

(c) Residents may teach students in a home provided that students may not visit for instruction at a frequency greater than six students per day for lessons or teaching purposes; provided however that this shall in no way prevent a resident from providing day care for children of residents.

(d) Residents may manufacture, construct, or otherwise prepare for sale "handcraft" articles and art provided no more than two non-residents may be employed on the premises, and provided no retail trade may be conducted on the premises except by mail or on an appointment basis with a maximum frequency of six visits per day.

(e) The raising of farm animals and crops for profit is specifically permitted as are other pursuits of horticulture, agriculture, and animal husbandry, but specifically prohibited are the commercial processing and packaging of food or fiber products that might require a factory-type operation in buildings of more than 1500 square feet or employing more than three employees whose principal work would be the processing and/or packaging of agricultural or forest products. Riding instruction may be conducted on tracts 10 acres or more with a maximum frequency of six students per day.

(f) There shall be no commercial production of swine or fowl nor any commercial boarding and breeding of dogs upon the premises and no use of said property for any animals or fowl shall be made which shall be noxious to the adjoining property owners or the neighborhood. Limited numbers of dogs, cats, horses, ponies, farm animals and household pets may be kept on homesites under reasonable control and sanitation.

(g) No commercial auto repair shall be allowed on the premises.

**SECTION THREE: Firearms and Hunting and Destruction of Wildlife.**

No bored firearms shall be discharged on this property by any owner for the purpose of practice, hunting or the destruction of any animal. However, wildlife clearly threatening or endangering residents may be controlled in any practical manner.

**SECTION FOUR: Buildings**

(a) No dwelling of any kind, other than a well house, shall be located on any lot nearer than one hundred and thirty feet from the centerline of any public or private road (not including individual driveways), except for Lot No. 8 which must be set back at least eighty (80) feet; nor shall any building be built within 75 feet of any property line of any lot nor 75 feet from the high water level of any ponds. Driveways shall be constructed with the intention of providing screening of structures as much as possible from vision from any public or private roads.

(b) A perimeter of natural undisturbed vegetation shall be maintained for a distance of at least 75 feet from any lot line on all lots of 10 acres or more and 50 feet for all lots under 10 acres; and thinning of undergrowth and small trees may be allowed in areas adjacent to road rights of way. Such perimeter shall not be disturbed in any way except that two breeches no wider than sixty feet each shall be allowed for combined entrance, exit and utility lines. However, open spaces which now exist and which may fall within this designated perimeter may remain and be maintained for permitted agricultural or other uses. Provided also that said perimeter may be breached for septic system drainfield lines if drainfield cannot be located outside perimeter.

**SECTION FIVE: Trash Disposal**

(a) No tract shall be used or maintained as a dumping ground for rubbish, and no junk or disabled motor vehicles shall be allowed upon said property unless screened from sight of private and public roads and of adjoining landowners. Trash, garbage, or other waste shall not be kept except in sanitary containers and shall not be visible from the street unless shielded by a fence or fencing compatible in design and quality with surrounding structures on that tract.

**SECTION SIX: Motorcycles and Bikes**

No motorcycles, trail bikes or any other motor vehicles shall be operated on this property except on the designated public roads and on the drives from the public roads to dwellings and outbuildings for purposes only of ingress or egress, or for the purpose of agriculture or maintenance.

**SECTION SEVEN: Temporary Structures**

No structure of temporary character, trailer, camper, van, lean-to's, basements, tents, shacks, garages, barns or other outbuildings shall be used on any lot as a residence. However, temporary structures other than single-wide trailers may be utilized for limited camping purposes prior to the construction of a residence provided an undisturbed boundary of trees screen structures from public and private roads and driveways.

**SECTION EIGHT: Mobile Homes, Modular Units**

(a) No single or double wide mobile homes are permitted. Modular units must meet North Carolina Residential Building Codes and be approved by Declarants or an architectural committee of three (3) elected by all the lot owners should Declarants no longer hold an interest in property.

**SECTION NINE: Signs**

(a) No signs, billboards or advertising device of any kind shall be placed or otherwise installed on any parcel, lot or building on subject property.

(b) A-sign not more than two (2) square feet in area may be placed on each individual parcel to designate owner, address, and, where appropriate, profession of resident:

(c) A sign of not more than five (5) square feet in area may be used to designate parcels for sale;

(d) Signs not more than two (2) square feet may be used to give notice of restrictions to hunters, trespassers or others.

(e) No signs may be lighted.

**SECTION TEN: Noise**

There shall be no electric or electronic amplification of sound or music at a volume which may be heard from any adjoining lot or parcel, provided that with the special permission of affected adjacent and nearby property owners, parties may make and amplify sound in excess of the above restrictions for special occasions.

**SECTION ELEVEN: Outdoor Lighting**

All area lighting (ground lighting excepted) shall be placed within set back lines and shall be positioned so as to avoid illumination of adjacent lots. Outside lighting may be used provided that all such lights are focused or shielded so as to direct the light downward. Lighting should be no higher than the eaves or height of one story outbuildings.

**SECTION TWELVE: Fencing**

Board or split rail fencing shall be required for all fences except for dog and small animal pens.

**SECTION THIRTEEN: 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.

**SECTION FOURTEEN: Animals**

No hooved animals or domestic fowl shall be permitted to feed or shelter within fifty feet of a branch, stream or pond. Feed lots and pastures, if any, shall be managed so as to prevent soil erosion and the runoff of manure.

**SECTION FIFTEEN: Minor violations**

(a) Minor violations of set back lines and square footage of less than five percent (5%) shall not be cause for corrective action by other record owners.

**SECTION SIXTEEN: Use and Maintenance of Common Area**

(a) Any common area and the pond located on Lots 6, 7, 8 & 9 shall be for the use and enjoyment of all lots in Hart's Creek, Phase I. A Hart's Creek Pond Association will be formed and shall be responsible for maintenance for the pond, which will include Phase One owners only.

(b) Maintenance of the pond and common area shall be the responsibility of the Declarants until such time as at least 50% of the lots are sold and, thereafter, the responsibility of the Hart's Creek Pond Association.

**SECTION SEVENTEEN: Waiver of Restrictions**

No waiver or a breach of any of the restrictions or covenants herein contained shall be construed to be a waiver of any other breach of the same, or other restrictions or covenants; nor shall the failure to enforce any one of such restrictions be construed as a waiver of any other restriction or covenant.

**SECTION EIGHTEEN: Duration**

The restrictions herein shall be binding for a period of thirty years from the date of this instrument, and may be extended thereafter, in whole or in part, for successive periods of twenty years each, by majority vote of the owners.

**SECTION NINETEEN: Enforcement**

These restrictions shall operate as covenants running with the land for the benefit of any and all persons who now may own, or may hereafter own any part or parcel of the property above described, and such persons are specifically given the right to enforce these restrictions through proceedings at law or in equity against any person or persons violating or threatening to violate such restrictions and to recover any damages suffered from any violation thereof or to restrain violations.

**SECTION TWENTY: VALIDITY**

Invalidation of any one or any portion of these restrictions and covenants by judgment or court order shall in no way affect any of the other provisions contained herein, and those other provisions shall be severable from the invalidated portions and shall remain in full force and effect.

The foregoing Covenants of Restrictions may be amended and/or revised by 2/3 majority vote of the lot owners of Harts Creek.

IN WITNESS WHEREOF, the Declarant has hereunto caused this Declaration of Covenants, Conditions and Restrictions to be signed in its partnership name by its partners, all as of the day and year first above written.

HART'S CREEK, A NORTH CAROLINA PARTNERSHIP

STATE OF North Carolina  
COUNTY OF Chatham

I, Donna S. Poe, a Notary Public in and for the County and State aforesaid, do hereby certify that ELIZABETH ANDERSON and TONY F. CLARK, Partners of Hart's Creek, a North Carolina Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing Deed for the purposes therein expressed.

Witness my hand and Notarial Seal, this the 1st day of November, 1991.

My Commission Expires:

NORTH CAROLINA, CHATHAM COUNTY