Prepared by: D. Michael Parker
Return to: D. Michael Parker

North Carolina
Orange County

RESTRICTIVE AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owner of the lots located in Section 1 - Phase 1 of Bellechene does hereby covenant and agree with all persons purchasing or owning lots 2, 3, 4 and 5 of section 1 of phase 1 of Bellechene as the same are shown on map recorded in plat book 54, page 120 of the Orange County Registry, that, for the protection and the general welfare of the development of the said lots, the same are hereby subject to the following restrictive and protective covenants as to the use thereof, which restrictions and covenants shall run with the land by whomsoever owned, to wit:

1. Architectural Review Committee. No dwelling, house, building, fence, driveway, flagpole or other structure of any kind shall be erected, placed or altered on any building lot on Section 1 of Phase 1 of Bellechene until the building plans and specifications have been submitted to and approved in writing by the architectural review committee consisting of John Williams and Thomas W. Patterson or his assigns. Said plans shall show all significant aspects of construction, including but not limited to floor elevation, drainage and grades, driveways, walks, and exterior lighting. In approving plans and specifications the Architectural Review Committee shall consider the following:

(a) The quality of materials,workmanship and design;

(b) That the building design and size minimizes, as far as practical, the disruption of the natural condition of the

2 - 9857-18-1607 2.39..11
3 - 9857-18-8698 2.39..12
4 - 9857-18-8097 2.39..13
5 - 9857-18-0185 2.39..14/06

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lot.

(c) The conformity and harmony of the exterior design and colors with existing structures and area;

(d) The location of the building with respect to topography, in a finished ground elevation and orientation relative to the neighboring structures.

The Architectural Review Committee shall respond to plans properly submitted under this item within 30 days by approving or disapproving in writing, such response to be delivered by personal delivery or mailed by certified mail to the person who submitted the plans. If the plans are disapproved, no work shall begin until the resubmission shall have been considered in the same time period and approved, unless the Architectural Review Committee approves the partial beginning of work in writing.

Later additions or external renovations, including, but not limited to the changed exterior paint colors, shall be submitted and be subject to approval as set out above.

No approval shall be required to rebuild a destroyed building on the same location if rebuilt pursuant to the original plans.

No one on the Architectural Review Committee shall be entitled to any compensation for services performed pursuant to this covenant, provided, that so long as John Williams shall be a member thereof, he shall be paid a reasonable fee agreed upon by Thomas W. Patterson or his assign and John Williams.

In the event of death, resignation or the inability of any member of the Architectural Review Committee to serve, the vacancy created shall be filled by the surviving member or members, if possible, or otherwise by a majority vote of the owners of Section 1-Phase 1 of Bellechene with the owner or owners of each lot having one vote per lot owned. In any case one member shall be an owner of a lot located within Section 1 Phase 1 of Bellechene and the other member a professional Architect.

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2. Residential Use. All lots in the above described property shall be single family residential lots, and shall be used for residential purposes only. No structure shall be erected, altered, placed, permitted to remain, save and except those existing buildings located on lot #2 which were located thereon prior to October 1, 1992, on any residential building lot other than one detached single family dwelling not exceeding three stories in height, with one attached garage, and other out building incidental to residential use of the said lots which structures are to be approved by the Architectural Review Committee named above.

No shops, stores, factories, or business houses of any kind shall be erected or suffered or licensed to exist on the property above described and no hospital, asylum or institution of like nature shall be erected or suffered or licensed to exist upon the property above described; provided, however, that incidental businesses and consulting activities including home occupation type businesses that do not generate retail sales to the public from the home may be allowed with a designated office in the dwelling unit, provided, however, that the prior written approval of Thomas W. Patterson or his assign must be secured before commencing any such activity.

No noxious or offensive trade or activity shall be carried on upon any lot in the development nor shall anything be done thereon or on any easement appurtenant there shall be or become an annoyance or a nuisance to the neighborhood.

No structure separate from any residence and no structure of a temporary character or nature nor any trailer, basement, tent, shack, garage or other out building shall be used on any lot at any time either as a temporary or a permanent rental unit, and no structure separate from the main residence shall be used on any lot at any time either as a temporary or permanent residence.

3. Subdivision of existing lots. No lot in Section 1 Phase 1 of Bellechene shall be further subdivided, provided,

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however, that adjoining property owners may adjust a common boundary line by the sale or exchange of property between such owners, so long as the sale or exchange does not reduce the size of any lot and so long as the sale or exchange conforms with all of the applicable provisions of the Orange County Zoning Ordinance and subdivision regulations and all of the other provisions of these restrictive and protective covenants.

4. Setbacks. No building or part of a building shall be located upon any lot nearer than 150 feet from the right of way of Bellechase Road or nearer than 50 feet to any side or rear property line thereof; provided, however, that exceptions to this provisions by the above mentioned Architectural Review Committee.

5. Storage and Out Buildings. Any separate building on any lot, including but not limited to garages, carports, storage barns, and out building shall be of high quality and constructed of materials and with appearance similar to those of the house on the lot. Sheet metal storage buildings are expressly prohibited. No house trailers, travel trailers, or trailers of any description, except small utility trailers will be permitted on this property unless placed in an enclosed storage area or area screened from roads and adjacent property owners. The restrictions set forth herein shall not apply to the existing buildings located on lot #2 prior to October 1, 1992.

6. Underground Utilities. All utility lines from the public road to the said lots shall be underground, and all utility lines within each lot to the home or any other structure located on the said lots shall be properly installed underground.

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7. Animals. No animals, swine, livestock, or poultry of any kind shall be raised, breed or kept on the property described above except as allowed herein and further except that dogs, cats, rabbits or other household pets up to five (5) in number may be kept provided that they are not kept for purposes of breeding or for any other commercial purpose and provided further that they are restricted so that they are not allowed to roam beyond their respective owners lots boundaries and become a nuisance to other property owners within Section 1 Phase 1 of Bellechene. It is expressly understood and agreed that the owner of each lot within section 1 phase 1 of Bellechene shall be allowed to have no more than twelve (12) chickens or other poultry animals and shall be allowed to keep horses, ponies, and or cows provided, however, that there shall be allowed no more than one (1) such animals per each two (2) acres owned and that the maximum number of such animals collectively shall not exceed six (6). Said animals must have adequate shelter to and including a barn or other building erected for their keeping in accordance with the provisions of these restrictive and protective covenants and no lean-tos shall be allowed. Barns and stalls shall be used solely for horses and ponies owned by the residents of section 1 phase 1 of Bellechene and no outside boarding or commercial use thereof shall be allowed.

8. Fencing. Fencing upon lots located in Section 1 Phase 1 of Bellechene shall be allowed with prior approval of the above mentioned Architectural Review Committee. All fencing erected within 100 feet of Bellechase Road shall have Architectural Review Committee approval. The intent of this paragraph is to allow three (3) board wooden fence of uniform design within these areas.

9. Swimming Pools. Only swimming pools which are located beneath ground level shall be allowed within Section 1-Phase 1 of Bellechene; any pool of a permanent or semi-

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permanent nature in which the water level is located all or partially above grade is strictly prohibited.

10. Street Lights. No street lights shall be allowed within the right of way of Bellechase Road or upon any lot located within Section 1-Phase 1 of Bellechene; provided, however, that the Architectural Review Committee may undertake with the cooperation and participation of the owners of the lots in Section 1 Phase 1 of Bellechene to design a plan for outside lighting upon the said lots.

11. Easements. The lots in Section-1 Phase 1 of Bellechene shall be conveyed and excepted subject to all easements and rights of ways that may have been granted for power and telephone lines and drainage facilities and for the rights of ways shown on the plat recorded in plat book 54 page 120 of the Orange County Registry.

12. Motor Vehicles. No automobiles or trucks or other motor vehicles without a valid current license plate shall be permitted upon the lots located within Section 1-Phase 1 of Bellechene, unless such automobiles or trucks are kept in an enclosed area; being the intent and purpose of this covenant to prevent the unsightly appearance of unused or abandoned vehicles upon any residential lot.

13. General Architectural Requirements. All single story houses located in Section 1-Phase 1 of Bellechene shall have at least 1,400 feet of heated living area above grade with a minimum of one (1) attached garage; all two (2) story houses shall have at least 1,700 feet of heated living area above grade with a minimum of one (1) attached garage. It shall be considered above grade for the purposes of this paragraph if the floor level of the house on at least one side of the house is no lower than grade. The intent of this paragraph is that the visible portions of any house shall be proportionately

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related to its square footage. Appropriate exceptions to these rules as set forth in this paragraph may be made and allowed by the Architectural Review Committee. All permitted work shall be completed within one (1) year from the date of commencement.

14. Meetings. An annual meeting of the owners of all lots in Section 1 Phase-1 of Bellechene shall be held on the third (3) Tuesday of March of each Year at 7:00 PM on Bellechase Road unless otherwise scheduled for good cause. At such meeting, there shall be one vote granted to the then record owner or owners of each lot within Section 1-Phase 1 of Bellechene. This voting way shall apply in each and every respective question to be voted upon except as may be otherwise provided for in these restrictive and protective covenants. In the event of a tie such tie shall be broken by a vote of the Architectural Review Committee.

At such meetings, there shall be determined all matters of joint expenditures for entrance way maintenance, mowing of shoulders of Bellechase Road, the question of election of a person to be responsible during the ensuing year to carry out the will of the owners and spend and account for the maintenance funds, and any other matters of common responsibility of the said lot owners. All questions shall be decided by a majority of the votes cast.

Maintenance cost shall be computed and pro-rated among owners by allowing each owner of a lot one (1) point per lot plus three (3) points per completed dwelling.

15. Escrow of Maintenance Fund. The owner or owners of each lot located in Section 1-Phase 1 of Bellechene shall be responsible for a TWO HUNDRED AND 00/100 DOLLAR ($200.00) escrow deposit which deposits shall be due after the sale of the third lot located within Section 1-Phase 1 of Bellechene for the purposes of street maintenance and lights if any within the said Section 1-Phase 1 of Bellechene, provided,

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however, that the amount may be increased by the agreement of a majority of the said lot owners. These funds shall be placed on deposit with the Hillsborough Savings and Loan Association by Thomas W. Patterson in an account titled to Bellechene, Trustee. The original Trustee who shall have the responsibility to determine the need for and carry out such maintenance prior to the first scheduled owners meeting hereunder shall be Thomas W. Patterson or his heir successors or assigns. From and after the first of the said owners meetings, responsibility for carrying out the maintenance decisions made shall pass annually to the person elected at such meeting to take such responsibility and to become Trustee of the said Escrow Account.

16. Assessment. At each owners meeting called pursuant to these restrictive and protective covenants each owners pro-rated share of the approved maintenance cost shall be assessed and shall be due and owing to the said Escrow Account Trustee no later than thirty (30) days after the said meeting. If not paid at that time, the assessment may be reduced to judgment by the said Trustee and shall thus be a lien on the land of the defaulting record owner.

17. Hunting. No hunting or recreational discharge of firearms shall be permitted on any lot within Section 1 Phase 1 of Bellechene.

18. Screening. Radio towers, T.V. antennae, satellite dishes, play structures, boats, travel trailers, cloths lines, garbage and trash cans, pet runs and pet enclosures, and other similar items shall be discretely screened from view from the street and adjoining lots and shall not be located within any set back area.

19. Mailboxes. All mailboxes and mailbox supports shall conform to a uniform design standard approved by the

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Architectural Review Committee. No newspaper delivery boxes shall be used.

20. Maintenance of Lots. Each owner within Section 1 Phase 1 of Bellechene 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 their lots to the center line of Bellechase and any other public road or public right of way that may adjoin their property. Maintenance and preservation of the lot shall include, for example, the trimming of shrubs and the mowing of grass and the removal of fallen trees and limbs, removal of debris, removal of underbrush within the set back area and similar maintenance area.

21. Signs. No signs or billboards of any description shall be displayed on the property with the exception of signs "For Rent" and "For Sale", as necessary, which signs shall not exceed nine (9) square feet in size and further with the exception that these signs should have prior approval of the Architectural Review Committee.

22. Duration of Covenants. These provisions may be amended at any time by written agreement of a simple majority of the owners of the lots of Section 1-Phase 1 of Bellechene. The owner or owners of each lot shall one (1) vote per lot owned for the purposes of this paragraph.

These covenants are to run with the land and shall be binding on all parties and all owners of lots in Section 1-Phase 1 of Bellechene until January 1, 2013. At that time these covenants shall be automatically extended for eight (8) successive periods of ten (10) years each unless it is agreed by vote of a simple majority of the then lot owners of Section 1-Phase 1 of Bellechene to change these covenants in whole or in part. No change shall be effective unless and until a properly acknowledged document setting forth such changes is

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recorded in the office of the Register of Deeds of Orange County North Carolina. The owner or owners of each lot shall have one (1) vote per lot that is owned for the purposes of this paragraph.

23. Expansion of these Restrictive and Protective Covenants. The declarant anticipates further development of adjoining property located within Bellechene, at the appropriate future time. The declarant reserves the right to expand these Restrictive and Protective Covenants to include within their provisions other sections and phases of Bellechene to be developed from adjoining property owned by Thomas W. Patterson without any prior consent of the owners of Section 1-Phase 1 of Bellechene provided that such expansion shall only include lots of similar size to those located within Section 1-Phase 1 of Bellechene. Such expansion of these Restrictive and Protective covenants shall only be accomplished upon the recordation of an appropriate declaration in the office of the Register of Deeds of Orange County North Carolina which document shall make clear the intent of the said Thomas W. Patterson to expand these Restrictive and Protective Covenants to include other lots located within other sections and phases of Bellechene and such document shall make reference to these Restrictive and Protective Covenants by book and page of the recordation of this document in the office of the Register of Deeds of Orange County North Carolina. Provided, however, that nothing set forth herein shall, in any way, bind the declarant, Thomas W. Patterson, to include any portion of any adjacent property including any portion of future sections or phases of Bellechene under the provisions of these Restrictive and Protective Covenants save and except Section 1-Phase 1 of Bellechene as shown on plat recorded in plat book 54 page 120 in the Orange County Registry.

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24. Remedies Available for Violating. If any covenant herein contained shall be violated as to any lot coverage herein, or if any attempt to violate shall be made as to such lot, it shall be lawful for any owner of another lot covered by these covenants to prosecute any proceedings at law or equity, including but not limited to injunctive relief against the person, persons or entity violating or attempting to violate any covenant to prevent them from doing so, to recover damages or other dues for such violation, specifically including Attorneys fees, and any other remedies available at law or equity.

25. Invalidation. Invalidation of any one (1) or more of these covenants or any part thereof by a judgment or a court order shall in no way affect any of the other provisions hereof, which other provisions shall remain in full force and effect. The failure of any lot owner to take any action to enforce these covenants shall not be construed as a waiver of enforcement of these covenants in the future.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal the 29 day of OCTOBER, 1992

Thomas W. Patterson (SEAL)
THOMAS W PATTERSON

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STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, PAUL J. KEMPA, Notary Public of the aforesaid County and State, do hereby certify that THOMAS W. PATTERSON personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial sea, this the 29 day of October, 1992.

NOTARY PUBLIC

PAUL J. KEMPA NOTARY PUBLIC ORANGE COUNTY, NC

My commission expires: 11-08-95

ER. ATTORNEYS, P. O. BOX 100, HILLSBOROUGH, N. C. 27278

NORTH CAROLINA – ORANGE COUNTY

The foregoing certificate(s) of Paul J. Kempa,
A Notary (or Notaries) Public of the designated Governmental units is (are) certified to be correct. Filed for registration this the 2nd day of November 19 92, at 8:40:36 o'clock, A.M. in Record Book 1046 Page 577.

Betty June Hayes, Register of Deeds
By: Deborah B. Bradley
~~Assistant~~/Deputy Register of Deeds

Return:

FILED
02 NOV 1992, at 08:40:36AM
Book 1046, Page 577 - 588
Betty June Hayes,
Register of Deeds,
Orange County, N. C.

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