

NORTH CAROLINA
ORANGE COUNTY

BOOK 1879 PAGE 256

FOR MULTIPLE PIN SHEET
SEE BOOK 1879 PAGE 255

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR NEW HOMESTEAD PLACE**

This Declaration is made on this 18 day of February, 1999, by
HABITAT FOR HUMANITY, ORANGE COUNTY, N. C., INC., hereinafter referred to as
"Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Chapel Hill Township,
Orange County, North Carolina, which is more particularly described as follows:

Being all of those parcels of land shown as Lots 1 through 11, inclusive, by plats of
survey entitled, "NEW HOMESTEAD PLACE SUBDIVISION", of record at Plat
Book 82 Pages 169 through _____, Orange County Registry; and

WHEREAS, it is the desire and intent of the Declarant to create a Homeowners Association to
serve the purposes and perform the duties set forth in Section 2 below, and thereby to promote and to
protect the enjoyment and the beneficial use and ownership of the above described parcels of land
(hereinafter referred to collectively as "the Lots" or "the Property");

NOW, THEREFORE, the Declarant does hereby publish and declare that all of the Lots shall
be held, conveyed, encumbered, used, occupied, and improved subject to the following covenants,
conditions, restrictions and obligations, all of which are declared to be in furtherance of a common
plan for the improvement, enjoyment and use of the Lots, and all of which shall run with the Lots and
shall be binding on any person or entity acquiring or owning any interest in any of them at any time,
their personal representatives, heirs, successors and assigns.

1. Creation of and Membership in New Homestead Place Homeowners Association.
Every person or entity who is an owner of a fee or undivided fee interest in any of the Lots shall be a
member of New Homestead Place Homeowners Association, ("the Association"), a nonprofit
corporation. Ownership of such interest shall be the sole qualification for membership, and
membership shall be appurtenant to and shall not be separated from such ownership.

2. Purposes and Duties. The purposes and duties of the Association shall be:

A. To maintain and preserve all parcels of land, rights-of-way and
easements owned by the Association at any time, and all roads, streets, decorative and
protective structures (including but not limited to buffer walls), ponds, lakes, utilities,
landscaped areas and other improvements located thereon;

B. To enforce the provisions of this Declaration, of that Declaration of
Restrictive and Protective Covenants of record at Book 1879 Page 262,

Orange County Registry ("the Restrictive Covenants"), and of any bylaws and rules and regulations promulgated by the Association;

C. To have all rights and powers and to perform all duties and obligations under the Restrictive Covenants that may be assigned to it by Declarant; and

D. To promote and to protect the enjoyment and beneficial use and ownership of the Lots.

3. Voting Rights and Meetings. On matters of Association business submitted to vote of the membership, there shall be one (1) vote per Lot, regardless of the number of owners of a Lot. Unless otherwise provided herein or in the Restrictive Covenants, all voting matters shall be decided by a simple majority vote. Requirements for a quorum shall be as provided by the bylaws of the Association. The members of the Association shall meet as provided by the bylaws of the Association.

4. Costs and Assessments. All costs of the Association in fulfilling the above stated purposes shall be shared equally among the owners of all of the Lots on a per Lot basis. The Association shall have the power to assess each Lot for its share of the aforesaid costs, which assessment, together with interest thereon and the costs of collection thereof, including reasonable attorney's fees, shall be a lien upon each Lot and the personal obligation of all the owners of each Lot. The Association shall have the power to take whatever action is necessary, at law or in equity, to enforce this Declaration and to collect the assessment, interest and costs of collection, including but not limited to the Association's reasonable attorney's fees. If the assessment remains unpaid for a period of thirty (30) days after the date of mailing of notice that it is due, interest shall accrue on any unpaid portion of the assessment from the date of mailing of the notice at the legal rate of interest. If the assessment against any Lot remains unpaid for a period of forty-five (45) days after the date of mailing of a request for payment thereof to the owner(s) of the Lot at their then current address of record with the Orange County Tax Collector, the lien created hereunder may be filed against the delinquent Lot by the Association in the Office of the Clerk of Superior Court of Orange County. Any lien so filed may be foreclosed in the same manner as provided for foreclosure of a deed of trust pursuant to a power of sale. Such lien shall be subordinate to any first mortgage lien placed on a Lot by its owner(s).

5. Bylaws, Rules and Regulations. The initial directors and/or the members of the Association shall enact and adopt all and any bylaws, rules and regulations that they deem necessary for the operation of the Association, which bylaws, rules and regulations shall be binding upon all members of the Association, their mortgagees, lessees, agents and invitees. The Association shall have the power to enforce such reasonable rules and regulations by action at law or in equity.

6. Duration. All covenants, conditions, restrictions and obligations set forth in this Declaration shall run with the lots and shall be binding on all persons and entities claiming any interest in any of the Lots until such time as this Declaration may be rescinded by a written instrument executed by the Association and authorized by the affirmative vote of at least two-thirds (2/3) of all the Lots, cast in person or by proxy at a meeting duly held in accordance with the bylaws of the Association. No such rescission shall be effective until recorded in the Orange County Registry.

7. Restrictions:

(a) It shall be the responsibility of each Lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such property which shall tend to decrease the beauty of the neighborhood as a whole or the specific area.

(b) No noxious or offensive activity shall be carried on in or upon any Lot or any portion of the Property, nor shall anything be done therein tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or to other Lot owners. There shall not be maintained in or upon any Lot any plants or animals, other than household pets as hereinafter specified and allowed, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the other Lot owners thereof.

(c) Household pets may be maintained in or upon any unit in accordance with the Rules and Regulations as adopted by the Association. Household pets are permitted outside the pet owner's Lot only if leashed.

(d) No commercial signs (including "for rent," "for sale," and other similar signs) or property identification signs shall be erected or maintained on any unit except with the written permission of the Board of Directors, or except as may be required by legal proceedings, it being understood that the Board of Directors will not grant permission for said signs unless their erection is reasonably necessary.

(e) Garbage and trash shall be disposed of only in areas specifically designated therefor.

(f) No structure of any temporary character shall be placed upon a Lot at any time.

(g) No tent, barn, storage shed, garage, tree house or other similar outbuilding or structure shall be placed on the Property or any Lot at any time, either temporarily or permanently.

(h) No junked or wrecked car shall be kept on any Lot for more than seven (7) consecutive days, nor shall any car remain in or on any portion of the Property on blocks or jacks for more than seven consecutive (7) days. For the purposes of this paragraph, "junked or wrecked car" shall include, but not be limited to, any vehicle which cannot for any period of more than seven (7) consecutive days move under its own power, and any car with obvious and serious damage.

(i) No Lot or residence located thereon shall be used for any commercial or professional purpose, and no professional person shall maintain public office in any unit; provided however, that this restriction shall not prevent the use of any unit by a professional person for his own private office not connected with visits from patients, clients or members of the public.

(j) All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from the date of recordation of the Declaration, after which time said covenants shall be extended automatically for successive periods of ten (10) years unless an instrument signed by the unit owners owning at least 66% in common interest of the units affected by such covenants has been recorded agreeing to revise or amend or rescind said covenants in whole or in part.

(k) In the event of a violation or breach of any of these restrictions contained in this Paragraph 16 or of any other restrictions or covenants of this Declaration by any property owner or

guest, invitee, or agent of such owner, the owners of Lots, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing and in the event there shall have been any violation of these restrictions, Declarant shall have the right at any time until six (6) months from and after the date and time as of which all Lots have been sold or transferred by Declarant to enter upon the property where such violations exist and summarily abate or remove the same at the expense of the offending owner if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior thereto or subsequent thereto, and shall not bar or affect its enforcement.

(1) Lot owners shall be bound by the provisions of any governmental regulations or zoning provisions relating to their Lots. The owner(s) of Lots 1, 2, 3, 10, and 11, as shown on the plat of New Homestead Subdivision of record in the Orange County Registry, shall comply with all applicable rules and regulations regarding the landscape buffer easement located on said Lots.

8. Units and Owners Subject to Declaration, Bylaws, Rules and Regulations: All present and future owners, tenants and occupants of Lots shall be subject to and shall comply with the provisions of this Declaration, the Bylaws and any Rules and Regulations that may be adopted in accordance with the Bylaws, as said Declaration, Bylaws, Rules and Regulations may be amended from time to time. The acceptance of deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, Bylaws, and any Rules and Regulations which may be adopted are accepted and ratified by such owner, tenant or occupant and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit as though such provisions were made a part of each and every deed or conveyance or lease.

9. Enforcement: The Association, or any Lot owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and liens now or hereafter imposed by the provisions of this Declaration, the Bylaws of the Association, and any Rule(s) adopted by the Association relating to the use of any portion of the Property.

10. Amendment to Declaration: This Declaration may be amended by the vote of at least 66 $\frac{2}{3}$ % in common interest of all Lot owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws. No such amendment shall be effective until recorded in the Office of the Register of Deeds of Orange County.

11. Invalidity: The invalidity of any provision of the Declaration shall not be deemed to impair or affect in any manner the validity or enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision never had been included herein.

12. Waiver: No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

13. Captions: The captions herein are inserted only as a matter of convenience and for

reference and such shall not be construed to define, limit or describe the scope of this Declaration not the intent of any provision hereof.

14. **Law Controlling:** This Declaration and the Bylaws attached hereto shall be construed and controlled by and under the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized officers and its corporate seal to be hereunto affixed all by order of its Board of Directors, this the 18 day of February, 1999.



HABITAT FOR HUMANITY,
ORANGE COUNTY, N. C., INC.

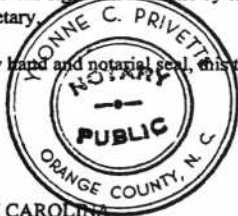
By: John L. Tynnell
President

ATTEST:
Marquita Garrison
Assistant Secretary

NORTH CAROLINA
ORANGE COUNTY

I, Yvonne C. Privette, a Notary Public, certify that Marquita Garrison personally appeared before me this day and acknowledged that he/she is the Assistant Secretary of HABITAT FOR HUMANITY, ORANGE COUNTY, N. C., INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its John L. Tynnell President, sealed with its corporate seal, and attested by himself and its Marquita Garrison Secretary.

Witness my hand and notarial seal, this the 22nd day of February, 1999.



Yvonne C. Privette
Notary Public
My Commission Expires: 4/27/2002

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

FILED
24 FEB 1999, at 03:06:51pm
Book 1879, Page 256 - 260
Joyce H. Pearson
Register of Deeds,
Orange County, N. C.

NORTH CAROLINA - ORANGE COUNTY

The foregoing certificate(s) of Yvonne C. Privette

A Notary (or Notaries) Public of the designated Governmental units is (are) certified to be correct. Filed for registration this the 24th day of Feb, 1999, at 3:06:51 o'clock, P. M.,

in Record Book 1879 Page 256.

Return: _____

Joyce H. Pearson, Register of Deeds
By: Amanda Clayton
Assistant/Deputy
Register of Deeds