

Prepared by and return to: Bagwell, Hoff, &amp; Smith, P.A., 111 Cloister Ct., Ste 200, Chapel Hill, NC 27514

NORTH CAROLINA  
ORANGE COUNTY

FOR MULTIPLE PIN SHEET

SEE BOOK 2269 PAGE 26-28

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR RICHMOND HILLS SUBDIVISION**

This Declaration is made on this 24<sup>th</sup> day of May, 2001, 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 Cheeks  
Township, Orange County, North Carolina, which is more particularly described as follows:

Being all of those parcels of land shown as Lots 1 through 16, inclusive, Lots 34  
through 41, inclusive, and Open Spaces "A" and "C", by plats of survey entitled,  
RICHMOND HILLS SUBDIVISION, PHASE 1 of record at Plat Book 88,  
Page 48, 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 ( the residential lots hereinafter referred to as the "Lots", Open  
Spaces "A" and "C" hereinafter referred to as the "Common Areas", the Lots and Common  
Areas collectively referred to as the "Property");

NOW, THEREFORE, the Declarant does hereby publish and declare that all of the  
Property 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 Property, and all of  
which shall run with the Property 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 Richmond Hills Homeowners Association, Inc.  
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 Richmond Hills Homeowners Association, Inc. (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 the Common Areas, 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 Covenants, Conditions and Restrictions for Richmond Hills (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 Property.

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; provided, however, that for so long as the Declarant owns at least one (1) Lot, it shall be entitled to three (3) votes per Lot owned. 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 (and not Common Areas) 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 thirty (30) 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 Property and shall be binding on all persons and entities claiming any interest in any of the Property 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 unkempt 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 Lot 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 promptly and periodically at the Lot Owner's expense, and shall not be allowed to accumulate on any Lot or any portion of the

Property. No burning of trash, leaves or yard waste shall be allowed on any portion of the Property.

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

(g) No tent, barn, storage shed (except for a shed approved in advance by the Declarant), 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 75% 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 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 any provision of this Declaration, for so long as Declarant has any legal or equitable interest in any Lot, Declarant shall have the right to bring an action at law or in equity to enforce these Covenants. In addition thereto, for so long as Declarant has any legal or equitable interest in any Lot, Declarant shall have the authority to enter upon the property where any violation of this Declaration exists 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.

(l) Lot owners shall be bound by the provisions of any governmental regulations or zoning provisions relating to their Lots.

(m) All clotheslines shall be located so as to not be visible from the front of the house.

8. Declarant shall have the right to approve or disapprove the design of any proposed house or structure to be constructed upon a Lot. No structure shall be constructed upon any Lot until the plans for same have been submitted to, and approved in writing by, Declarant.

9. 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.

10. 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. In addition thereto, Declarant shall, for so long as it holds any legal or equitable interest in any Lot, 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.

11. Attorney's Fees: In the event the Association or the Declarant brings an action to enforce any provision of this Declaration, it shall be entitled to recover its costs, including reasonable attorney's fees, in said action.

12. Amendment to Declaration: This Declaration may be amended by the vote of at least 75% 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Maintenance of Common Areas: All common areas owned by the Association shall be perpetually maintained by the Association. In addition thereto, until such time as the Association deeds the common area north of Boundbrook Drive and along McGowan Creek to Orange County, the Association shall maintain said area in its present natural state; also, until such time as the Association deeds the 100 foot wide easement area for the purpose of connecting Efland-Cheeks School with the dedicated property along McGowan Creek to Orange County, it shall maintain said area in its present natural state.

18. Additional Property: Declarant reserves the right to subject additional property to the operation of this Declaration by the filing of an Amendment with the Orange County Registry executed by the Declarant, describing with particularity the additional property so to be subjected.

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 24<sup>th</sup> day of May, 2001.



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

By: Lee H. Harris  
\_\_\_\_\_, President

ATTEST:

Markita Marison  
Assistant Secretary

NORTH CAROLINA  
ORANGE COUNTY

I, JUDY RENEAU, a Notary Public, certify that  
MARKITA 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 \_\_\_\_\_ President, sealed with its corporate seal, and attested by himself/herself as its  
~~Assistant~~ Secretary.

Witness my hand and notarial seal, this the 24<sup>th</sup> day of May, 2001.

Judy Reneau  
 Notary Public  
 My Commission Expires: 8/20/01



STATE OF NORTH CAROLINA  
 COUNTY OF ORANGE

COR:

State of North Carolina-Orange County

The foregoing certificate(s) of \_\_\_\_\_  
Judy Reneau,

FILED

24 MAY 2001, at 04:54:36pm  
 Book 2269, Page 29 - 35  
 Joyce H. Pearson  
 Register of Deeds,  
 Orange County, N. C.

A Notary (~~XXXXXX~~) Public for the Designated Govern-  
 mental units is (~~XXXX~~) certified to be correct. See filing  
 certificates herein.

This the 24th day of May A.D. ~~XX~~ 2001

Joyce H. Pearson

Register of Deeds By: Rudie O. Clayton

~~Assistant~~ / Deputy