



(FOR MULTIPLE PIN ASSIGNMENT SEE BOOK 1137 PAGE 475)

Prepared by and return to: James W. Tolin, Jr.,
112 South Main St.
Roxboro, N.C. 27573

North Carolina
Orange County

DECLARATION OF PROTECTIVE COVENANTS,
ROADWAY MAINTENANCE AGREEMENT and CREATION OF
HOMEOWNERS ASSOCIATION FOR NEW HOPE SPRINGS SUBDIVISION

PROPERTY OF B K & K PROPERTIES
ORANGE COUNTY, NORTH CAROLINA

This Declaration, agreement and covenant, made and entered into this 29th day of July 1993, by and between B K & K Properties, a North Carolina General Partnership doing business in Orange County, North Carolina, (the "Declarant"), and their successors in title to any portion of the lands hereinafter described, parties of the second part;

WITNESSETH:

THAT WHEREAS, Declarant is seized of fee simple absolute in and to real property located in Chapel Hill Township, Orange County, North Carolina, and being more particularly described as follows:

Lying and being in Chapel Hill Township, Orange County, North Carolina, and being all of the real property as described by plat of survey entitled "PROPERTY SURVEYED FOR B K & K PROPERTIES", surveyed by Steve F. Yuhasz, dated May 17, 1991, which plat of survey, recorded in Plat Book 56, Page 193, Orange County Registry, is incorporated herein by reference thereto as part of this description.

The described property shall hereinafter be referred to as "the property".

AND WHEREAS, Declarant desires to restrict the use of the aforescribed property for the benefit of itself and for the benefit of its successors in title, and further desires to provide for maintenance of landscape easements and land use buffers and further desires to create a homeowners association concerning said property;

NOW THEREFORE, in consideration of the premises, Declarant hereby covenants and agrees with purchasers of the various lots of the property described and referred to aforesaid, and with each of them, that the property described and referred to above is and shall be held and shall be conveyed subject to the restrictions, reservations, covenants, conditions, servitudes, easements, agreements, liens and charges set forth hereinafter, which is hereby covenanted and agreed shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, and the several purchasers, their heirs, successors and assigns, and shall be binding upon all of the aforesaid real property.

I.

CREATION OF NEW HOPE SPRINGS HOMEOWNERS ASSOCIATION

Section 1. There is hereby created New Hope Springs Homeowners Association, a non-profit association doing business in the State of North Carolina, (the "Homeowners Association").

Section 2. Until seventy lots in the subdivision are sold by B K & K Properties, or its successors in title, the sole member of the Homeowners Association shall be B K & K Properties. Thereafter, members of the Homeowners Association shall be the owners of all lots of the property with each lot being entitled to one voting membership.

Section 3. The purpose of Homeowners Association shall be to provide for maintenance and upkeep of common areas, land use buffers and landscape easements; collection of charges upon the various lots in the subdivision as set out hereinafter, and other powers as needed to maintain said subdivision.

Section 4. Meeting of Members. There shall be an annual meeting of the members of the Homeowners Association on the second Saturday of January of each year beginning January, 1994, at which time officers shall be elected to conduct the affairs of the Homeowners Association. In addition to the annual meeting of members, there may be special meetings of members called by the President or Secretary-Treasurer of the Homeowners Association or by at least three members of the Homeowners Association. Notice of all special meetings shall be mailed by the Secretary-Treasurer by first class mail to the last known address of each member of the Homeowners Association at least five days prior to the special meeting. It shall be the duty of each member of the Homeowners Association to keep the Secretary-Treasurer advised as to his or her mailing address.

Section 5. Quorum. A simple majority shall constitute a quorum for all meetings of members.

Section 6. Subdivision Architectural Review Committee. There shall be a New Hope Springs Subdivision Architectural Review Committee of one or more persons to be appointed by the Declarant. After all lots in the subdivision are sold, the Architectural Review Committee may be changed by action of the Homeowners Association as to number of members and who the members are.

Section 7. Officers.

(a). The officers of the Homeowners Association shall consist of a president and secretary who shall be elected at the annual meeting of members and each officer shall hold office until his death, resignation, retirement, removal, disqualification or his successors shall have been elected and qualified.

(b). President. The president shall be the principal executive officer of the Homeowners Association and subject to the control of the members, shall in general supervise and control all of the business and affairs of the Homeowners Association. He shall, when present, preside over all meetings of the members. He shall sign, with the secretary, any deeds, mortgages, bonds, contract, or other instruments which the members have authorized to be executed.

(c). Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of the meeting of the members, see that all notices are duly given in accordance with the provisions of this document; keep a register of the Post Office address of each member, sign with the President any deeds, mortgages, bonds, contracts, or other instruments which the members have authorized to be executed; have charge and custody of and responsible for all funds and securities of the Association, receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such depositories as shall be selected by the Secretary-Treasurer.

II.

ANNUAL ASSESSMENTS

CREATION OF CHARGE UPON THE PROPERTY

Section 1. Declarant, for each parcel of property subject hereto owned by it, hereby covenants, and each purchaser of any parcel of the property, whether purchased from Declarant or another, by the acceptance of a deed therefor, shall, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Homeowners Association an annual assessment or charge to be fixed, established and collected from time to time as hereinafter provided. Each installment of the annual assessment or charge when due shall become a lien upon the parcel of the property against or on account of the ownership of which such assessment or charge is made. Each parcel of subject property, except as hereafter mentioned, unless owned by Declarant, is hereby made subject to a continuing lien to

secure the payment of each installment of such assessment or charge when due.

Such charge shall be in an amount to be fixed from year to year by the Homeowners Association. The annual assessment shall be \$200.00 per year during 1993 and 1994 and shall be no more than \$300.00 per year until such time as control of the Homeowners Association is given to the owners of the various lots in the subdivision by the Declarant.

Section 2. The annual assessment charge for any year shall become due and payable on the first day of January of each year and shall be payable to the Secretary-Treasurer of the Homeowners Association. The purchaser of each lot shall at the time of purchase of his lot pay to the Declarant, as reimbursement as described above, a prorated portion of the annual assessment calculated by multiplying the annual assessment for the year of the purchase by the number of days remaining after the purchase date and then dividing this amount by the number of days in the calendar year. If any assessment is not paid by the 15th day of January of the year in which it is due there shall be added to the assessment a late charge of \$50.00 per month for each month, or fraction of month, the assessment is not paid.

Section 3. Upon the failure of the owner of any parcel of the property to pay any such charge or installment thereof when due, the Homeowners Association shall have the right to collect the amount thereof, plus reasonable attorney's fees and court cost, by an action at law against the owner as for a debt, and may bring suit for the foreclosure of the lien thereof upon said parcel of the property, and bring and maintain such other suits and proceedings at law or in equity as may be available (and such remedies shall be cumulative and not exclusive). Such rights and powers shall continue in the Homeowners Association, and the lien of such charge shall be deemed to run with the land: and the successive owners of each parcel of the property, by the acceptance of deeds therefor shall be deemed personally to assume and agree to pay all such charges as shall become a lien thereon during their ownership thereof.

Section 4. The charges created by this Article and the lien thereof shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon the property or any parcel thereof: provided, however, that such subordination shall apply only to the charges which shall have become payable prior to the sale of such parcel pursuant to a foreclosure of such instrument. Such sale shall not relieve such parcel from liability for charges thereafter becoming due hereunder nor from the lien of any charge or installment thereof thereafter becoming due, and the purchaser at such sale by the acceptance of the deed shall be deemed personally to assume and agree to pay all such charges or installments thereof thereafter becoming due.

Section 5. The following property subject to this Declaration shall be exempted from the charge created by this Article: (a) all streets whether dedicated to any municipal authority, owned by the Homeowners Association, or created by easement; (b) open space while devoted to common use, however owned; (c) all property owned or leased by the Homeowners Association; (d) all land taken by or sold or granted any public authority for public improvements or uses; (e) all property owned by or leased to a public utility operating under a certificate of convenience and necessity issued by an appropriate State or Federal agency; (f) all other property exempted from taxation by the laws of the State of North Carolina, upon the terms and the extent of such legal exemption.

Section 6. The monies collected by virtue of the charges or assessments or the lien created by this Article shall be paid to the Homeowners Association to be used for land use buffers and landscape easements.

Section 7. The Homeowners Association shall not be obligated to spend in any one calendar year all of the sums collected during such year by way of charges, and may carry forward to surplus any balances remaining; nor shall the Association be obliged to apply any such surpluses to the reduction of charges in the succeeding year, but may carry forward from year to year such surplus as the Board of Directors in their absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 8. If at any time the monies collected by virtue of the charges or assessments or the lien created by this Article shall not be sufficient to meet expenditures which the Homeowners Association shall deem necessary in the furtherance of the purposes of the Association, the Homeowners Association shall have authority in its absolute discretion to borrow money in anticipation of revenue upon such terms and security and for such periods not exceeding one year as it may determine, and in fixing the charge for succeeding year the Homeowners Association shall have the power to include such sums as may be necessary to provide for the repayment of such advance with interest.

Section 9. The provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Homeowners Association or the owner of any land included in the property, their respective legal representative, heirs, successors, and assigns: and failure by the Homeowners Association or any owners to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter to the same breach or as to one occurring prior or subsequent thereto.

Section 10. Neither Homeowners Association nor B K & K Properties shall be liable in any way for failure or omission to take action of any kind for the enforcement of any restriction or violation thereof.

III.
TERM AND AMENDMENTS

Section 1. Term. All of the restrictions set forth or provided for in this Declaration (or any supplementary Declaration) shall be deemed covenants running with the land, and any and every conveyance of any part of the property shall be absolutely subject to the said restrictions whether or not it shall be so expressed in the deed or other conveyance thereof. The said restrictions shall continue with full force and effect against both the property and the owner thereof, and all persons claiming under them, unless amended as hereinafter provided, until January 2, 2024, after which time said restrictions shall be automatically extended for successive periods of ten (10) years unless not less than two (2) months prior to January 1, 2024, or not less than two (2) months prior to the expiration of any successive ten (10) year period thereafter, a written agreement shall be recorded in the Office of the Register of Deeds of Orange County, by the terms of which any of said restrictions may be changed, modified, or extinguished in whole or in part as to all of the property or such part thereon as may be described in the said agreement, in the manner and to the extent set forth in said agreement, which shall be duly executed and acknowledged by the Homeowners Association, and by the then owners of record or more than one-half in area of the premises therein described which are then subject to this Declaration and subject to the payment of the charges created by Article II hereof. In the event that any such written agreement of change or modification be duly executed and recorded, the original restrictions as therein modified shall continue in force for successive period of ten (10) years each unless and until further changed, modified, or extinguished in the manner herein provided. Such agreement when recorded shall be effective as of January 1, 2024, or as of the end of the succeeding ten (10) year period during which said agreement shall be recorded.

Section 2. Amendment by Declarant. The Declarant reserves the right to amend these restrictive covenants at any time in its sole discretion until thirty percent of the property area subject to these restrictions is sold by the Declarant.

V.
RESTRICTIVE COVENANTS

Section 1. Plan Review. No dwelling, including the garage, whether attached or detached from the main dwelling, outbuilding, fence or any other structure shall be constructed, situated, or allowed to remain on any lot, unless the plans and

specifications (including but not limited to exterior paint & trim colors, roof shingles & color) and location of the same shall have been approved in writing by the Homeowners Association Architectural Review Committee. The approval or disapproval of specifications, plan, and location to be made by the Architectural Review Committee shall be reasonable and made in good faith. All parties to these Covenants, whether Declarant, lot owner, or prospective purchaser, acknowledge that such approval shall take into account the nature of the improvements and the harmony of the proposed improvements with the surroundings, other buildings within the subdivision and topography of the lot. It is the intent of this Declaration of Restrictions and Covenants to promote the maximum maintenance of all trees and the natural setting and appearance of the lots.

Each lot owner shall prior to the commencement of construction submit a copy of the proposed plans and specifications, including site plan and landscaping plan, to the Architectural Review Committee. Approval of such plan, specifications, site plan and landscape plan shall be evidenced by written endorsement of the Architectural Review Committee on such plans and maps, copies of which shall be delivered to the owner or owners of the lot upon which the prospective structure is contemplated prior to the beginning of construction. No external structural changes or deviation in or from such plans and specifications as approved shall be made without the prior written consent of the Architectural Review Committee.

The Declarant, or the Architectural Review Committee shall be entitled to injunctive relief to stop or require the modifications, relocation, or removal of any construction in violation of these restrictions.

In addition, the Architectural Review Committee has the absolute right to reject specifications and plan, regardless of design, if more than 20% of the improvements to be constructed are to be manufactured off the lot upon which the improvement is to be finally built.

Section 2. Single Family Dwellings. No structure other than one single family dwelling to be used for residential purposes, and accessory non-residential outbuildings not exceeding 225 square feet, a detached two car garage or in ground pool will be permitted.

Section 3. Size of Dwellings. No dwelling shall be erected that has a permanently enclosed and heated living area of less than 2000 square feet; except that, the Architectural Review Committee shall the power to grant variances of this restriction of up to 300 square feet. Heated living area does not include basement space.

Section 4. Detached Garages and Outbuildings. No outbuilding of any kind that is larger than a two (2) car garage will be permitted. Any outbuilding or detached garage is to be

8.

constructed in architectural conformity with the construction of the residence. Any outbuilding must be located to the rear of the main residence.

Section 5. Building Setbacks.

- (a) All structures, excluding well houses not exceeding 3' X 3', must have at least a 50' front setback (corner lots are considered to have double frontage regardless of drive access), 20' side and rear setbacks.
- (b) No structures of any type are permitted in the landscape easement unless otherwise approved by the New Hope Springs Homeowners Association Plan Review Committee.
- (c) No structures of any type are permitted in drainage easements designated on the recorded plat.

Section 6. Driveways.

All driveways are to be paved with concrete, asphalt or brick or other such material approved by the developer.

Section 7. Satellite Receivers and Antennas.

No satellite dishes, C.B. antennas or shortwave antennas are be permitted.

Section 8. Swimming Pools.

Below ground pool will be permitted provided that it is located to the rear of the main residence. Above ground pools are prohibited.

Section 9. Mailbox Design.

In attempt to achieve architectural harmony, the design of the individual mailboxes will follow only the design provided by the Developer, B, K and K Properties. Tubular receptacles for newspapers and advertisements shall be prohibited.

Section 10. Clotheslines.

Outside clotheslines shall be prohibited.

Section 11. Fuel Tanks.

All fuel tanks shall be located underground.

Section 12. Exterior Lights.

Any exterior lights shall be installed and shielded so as not to disturb abutting or nearby neighbors.

Section 13. Recreational Vehicles, Campers and Boats.

Recreational vehicles, campers, boats shall be concealed from public view. On street parking of lot owner's vehicles shall be prohibited.

Section 14. Fruit and/or Vegetable Gardens.

Fruit and/or vegetable gardens must be located to the side or rear of the main residence.

Section 15. Incinerators/Open Burning.

Trash and garbage incinerators are prohibited. All open burning (i.e. leaves) must be extinguished by 12:00 o'clock midnight.

Section 16. Junk Storage.

The exterior storage of junk, including but not limited to appliances, motor vehicle parts, inoperable machinery is prohibited.

Section 17. Telephone/Cable and Utility Connections.

All telephone/cable and utility connections between the main lines and the structures located on the lots shall be concealed and located underground.

Section 18. Fence Placement.

Fences are prohibited in front of the main residence. Plans to be approved prior to construction by the New Hope Springs Homeowners Association Architectural Review Committee.

Section 19. Trash/Garbage Receptacles.

Trash, garbage or other waste shall be kept in sanitary containers which are screened from view and located behind the main residence, except that containers may be placed at the road side up to twenty-four (24) hours prior to scheduled collection.

Section 20. Mobile Home/Modular Home.

No mobile home, modular home or construction trailer shall be allowed or maintained upon any said lot.

Section 21. Signs.

All signs other than "For Sale" or "For Rent" signs not exceeding 2' X 4' in size to be placed within the subdivision must be approved by the Declarant, its successor or assigns. Declarant shall be permitted to maintain signs for promoting sales for lots it owns, even though the signs may exceed 2' X 4'.

Section 22. Maintenance Responsibility.

Each lot owner shall maintain and preserve his lot in a clean, sanitary, orderly and attractive appearance within the spirit of the development. Lot Owners shall be responsible for maintaining that portion of the street right-of-way between their lots and portion of the street right-of-way between their lots and the pavement.

Section 23. Residential Repair/Alteration.

Construction of new residential buildings only, and subsequent repair, alteration and remodeling, shall be permitted on

any lot. NO EXISTING BUILDING SHALL BE MOVED ONTO A LOT AND USED OR CONVERTED INTO A DWELLING OR ACCESSORY BUILDING.

Section 24. Animals.

No animals or poultry, with the exception of domestic pets shall be kept or maintained on any lot. Domestic pets may be kept on lots only in limited numbers, but only if reasonable regulation of control and sanitation is provided. Domestic pets may not be kept, bred or maintained for any commercial purpose.

Section 25. Trees.

No contiguous area greater than 20% of a lot shall be cleared of trees until approval in writing is given by the Homeowner's Association. Any owner violating this provision shall be required to restore the damaged area as nearly as possible to its original condition.

Section 26. Business Activities.

No business activity, trade, or profession of any kind shall be carried or practiced on any lot.

Section 27. Covenants and Restrictions Binding.

All covenants and restrictions shall apply to all lots within New Hope Springs Subdivision and any additions thereto, purchased hereafter from the Developer or any other party.

Invalidation of any one or more of these restrictions shall in no way affect any of the other provisions of expressly held to be void, and all other such provisions shall remain in full force and effect.

B K & K PROPERTIES

BY: Southern Shores Enterprises
Managing Partner, BY:

Steven Lee Kelly
Steven Lee Kelly, Managing Partner

NORTH CAROLINA
PERSON COUNTY

I, Nancy D. McAlister, a Notary Public of the County and State aforesaid, certify that Steven Lee Kelly* personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand official stamp or seal, this 29th day of July, 1983.

*Managing Partner for Southern Shores Enterprises, Partner of B K & K Properties



Commission Expires: 1-18-97

Nancy D. McAlister
Notary Public

NORTH CAROLINA
ORANGE COUNTY

The foregoing Certificate (*) of Nancy D. McAlister, a Notary Public
of Person County, NC is ~~not~~ certified to be correct.
This instrument was presented for registration and recorded in this
office at Book 1137, Page 476.

This the 29th day of July, 1993, at
12:39:14
o'clock P . M.

Betty June Hayes, Register of Deeds

Deputy Neilson P. B...
Register of Deeds

FILED
29 JUL 1993, at 12:39:14PM
Book 1137, Page 476 - 486
Betty June Hayes,
Register of Deeds,
Orange County, N. C.