

FILED  
CHATHAM COUNTY NC  
LUNDAY A. RIGGSBEE  
REGISTER OF DEEDS  
FILED May 05, 2023  
AT 10:31:14 am  
BOOK 02360  
START PAGE 0693  
END PAGE 0693  
INSTRUMENT # 03863  
EXCISE TAX (None)

Mail To and Prepared by: Judith T. Lessler, 99 Wagon Trace, Pittsboro, NC 27312  
NORTH CAROLINA  
CHATHAM COUNTY

DECLARATION OF EXTENSION OF  
RESTRICTIVE COVENANTS

THIS DECLARATION OF EXTENSION OF RESTRICTIVE COVENANTS, made this 4th day of May 2023 by the undersigned property owners of Harlands Creek Property as it is described in that declaration of covenants, conditions, and restrictions, dated May 7th, 1973, and recorded in book 373, page 237, Chatham County Registry, and extended on May 6th, 2003 as recorded in Book 1018, Page 15, hereafter called the Declarants;

WITNESSETH:

THAT WHEREAS the Declarants are the owners of certain lots subject to the Declaration of Covenants, Conditions and Restrictions (hereinafter called Covenants) recorded in Book 373, page 237, Chatham County Registry, such lots being portions of the real property described in Article I of those Covenants; and

WHEREAS the Covenants provide that the restrictions and covenants therein shall be binding for a period of thirty years from the date of the instrument, and that those restrictions and covenants may be extended in whole or in part for successive periods of twenty years each by a majority vote of the owners of at least sixty percent of the total of the assessed value of all the property; and

WHEREAS the date of the instrument, the Covenants, is May 7th, 1973; and

WHEREAS the date of the Covenants was extended on May 6th, 2003; and

WHEREAS the undersigned Declarants desire to extend the Covenants in whole for a second period of twenty years; and

WHEREAS the undersigned Declarants are a majority of the owners of more than sixty percent of the total assessed value of all the property;

NOW THEREFORE Declarants hereby extend the Covenants in whole for a period of twenty years from May 5th, 2023, to continue to run with the land as provided by law and to be binding upon all parties or persons claiming under them and for the benefit of and limitation on all future owners and residents of such property, to be extended in the future as provided in the Covenants.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, the day and year first above written.

Judith T. Lessler (SEAL)

Alston Degraffenried LLC by Judith T. Lessler

STATE OF NORTH CAROLINA, Chatham County

Agneelo Lobo, a Notary Public of Wake County, do hereby certify that Judith T Lessler d personally appeared before me this day and acknowledged the due execution of the foregoing instrument in the capacity indicated above.

Witness my hand, and Notarial Seal, this the 4th day of May, 2023

Agneelo Lobo  
Notary Public

My commission expires: 04/07/2028

AGNELO LOBO  
NOTARY PUBLIC  
Wake County  
North Carolina  
My Commission Expires 02/07/2028

FILED  
CHATHAM COUNTY  
REBA G. THOMAS  
REGISTER OF DEEDS

FILED May 07, 2003  
AT 08:01:35 am  
BOOK 01018  
START PAGE 0015  
END PAGE 0019  
INSTRUMENT # 07137

BOOK 1018 PAGE 15

Mail To and Prepared by: Wayne Watkins, PO Box 1321, Pittsboro, NC 27312

NORTH CAROLINA

CHATHAM COUNTY

DECLARATION OF EXTENSION  
OF RESTRICTIVE COVENANTS

THIS DECLARATION OF EXTENSION OF RESTRICTIVE COVENANTS, made this 3rd day of April, 2003 by the undersigned property owners of Harlands Creek Property as it is described in that Declaration of Covenants, Conditions and Restrictions dated May 7th, 1973 and recorded in Book 373, page 237, Chatham County Registry, hereinafter called the Declarants;

WITNESSETH:

THAT WHEREAS the Declarants are the owners of certain lots subject to the Declaration of Covenants, Conditions and Restrictions (hereinafter called Covenants) recorded in Book 373, page 237, Chatham County Registry, such lots being portions of the real property described in Article I of those Covenants; and

WHEREAS the Covenants provide that the restrictions and covenants therein shall be binding for a period of thirty years from the date of the instrument, and that those restrictions and covenants may be extended in whole or in part for successive periods of twenty years each by a majority vote of the owners of at least sixty percent of the total of the assessed value of all the property; and

WHEREAS the date of the instrument, the Covenants, is May 7th, 1973; and

WHEREAS, the undersigned Declarants desire to extend the Covenants in whole for a period of twenty years; and

WHEREAS the undersigned Declarants are a majority of the owners of more than sixty percent of the total assessed value of all the property;

NOW THEREFORE Declarants hereby extend the Covenants in whole for a period of twenty years from May 6th, 2003, to continue to run with the land as provided by law and to be binding upon all parties or persons claiming under them and for the benefit of and limitation on all future owners and residents of such property, to be extended in the future as provided in the Covenants.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, the day and year first above written.

Sarah E. Boyd  
Sarah E. Boyd

(SEAL)

Wayne Watkins  
Wayne Watkins

(SEAL)

Charles Cooper (SEAL) Blanche Morrison (SEAL)  
Charles Cooper Blanche Morrison

Robert J. Corley (SEAL) Eleanor L. Corley (SEAL)  
Robert J. Corley Eleanor L. Corley

Elisabeth L. Corley (SEAL) Joseph Megel (SEAL)  
Elisabeth L. Corley Joseph Megel

Gary Jakeway (SEAL)  
Gary Jakeway

Judith T. Lessler (SEAL)  
Judith T. Lessler

David C. Misenheimer (SEAL) Janet M. Misenheimer (SEAL)  
David C. Misenheimer Janet M. Misenheimer

Mike Riggs (SEAL) Donna Riggs (SEAL)  
Mike Riggs Donna Riggs

Peter A. Ramsey, Jr. (SEAL)  
Peter A. Ramsey, Jr.

Robert Suber (SEAL) Susan Gray (SEAL)  
Robert Suber Susan Gray

Stephanie Talbot (SEAL)  
Stephanie Talbot

James Vaughn (SEAL) Catherine Vaughn (SEAL)  
James Vaughn Catherine Vaughn

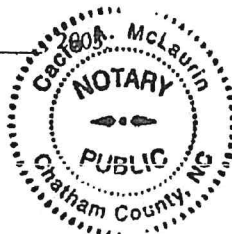
STATE OF NORTH CAROLINA, Chatham County.

I, Cacie A. McLaurin, a Notary Public of Chatham County, do hereby certify that Sarah E. Boyd and Wayne Watkins personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 6<sup>th</sup> day of May, 2003.

Cacie A. McLaurin  
Notary Public

My commission expires: 7/9/05



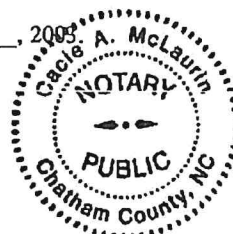
STATE OF NORTH CAROLINA, Chatham County.

I, Cacie A. McLaurin, a Notary Public of Chatham County, do hereby certify that Charles Cooper and Blanche Morrison personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 6<sup>th</sup> day of May, 2003.

Cacie A. McLaurin  
Notary Public

My commission expires: 7/9/05



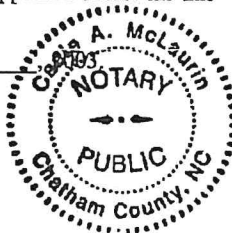
STATE OF NORTH CAROLINA, Chatham County.

I, Cacie A. McLaurin, a Notary Public of Chatham County, do hereby certify that Robert J. Corley and Eleanor L. Corley personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 7<sup>th</sup> day of May, 2003.

Cacie A. McLaurin  
Notary Public

My commission expires: 7/9/05



STATE OF NORTH CAROLINA, Chatham County.

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, do hereby certify that Gary Jakeway personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

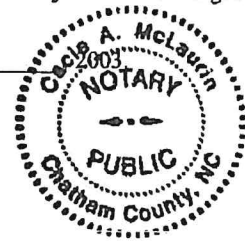
STATE OF NORTH CAROLINA, Chatham County.

I, Cacie A. McLaurin, a Notary Public of Chatham County, do hereby certify that Judith T. Lessler personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 6<sup>th</sup> day of May

Cacie A. McLaurin  
Notary Public

My commission expires: 7/9/05



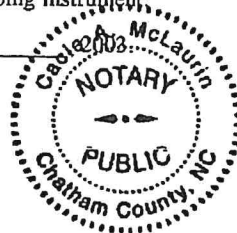
STATE OF NORTH CAROLINA, Chatham County.

I, Cacie A. McLaurin, a Notary Public of Chatham County, do hereby certify that David C. Misenheimer and Janet M. Misenheimer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 5<sup>th</sup> day of May

Cacie A. McLaurin  
Notary Public

My commission expires: 7/9/2005



STATE OF NORTH CAROLINA, Chatham County.

I, Cacie A. McLaurin, a Notary Public of Chatham County, do hereby certify that Mike Riggs and Donna Riggs personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 6<sup>th</sup> day of May

Cacie A. McLaurin  
Notary Public

My commission expires: 7/9/05



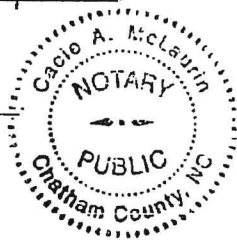
STATE OF NORTH CAROLINA, Chatham County.

I, Cacie A. McLaurin, a Notary Public of Chatham County, do hereby certify that Peter A. Rumsey, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 6<sup>th</sup> day of May, 2003.

Cacie A. McLaurin  
Notary Public

My commission expires: 7/9/05

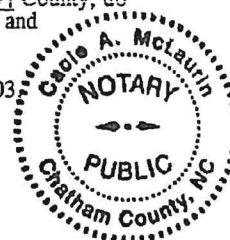


STATE OF NORTH CAROLINA, Chatham County.

I, Cacie A. McLaurin, a Notary Public of Chatham County, do hereby certify that Peter A. Rumsey, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 6<sup>th</sup> day of May, 2003.

Cacie A. McLaurin  
Notary Public



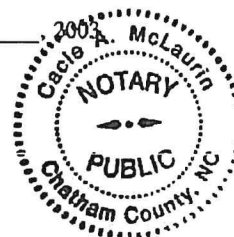
My commission expires: 7/9/05

STATE OF NORTH CAROLINA, Chatham County.

I, Cacie A. McLaurin, a Notary Public of Chatham County, do hereby certify that Robert Suber and Susan Gray Suber personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 6<sup>th</sup> day of May, 2003.

Cacie A. McLaurin  
Notary Public



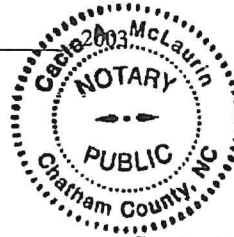
My commission expires: 7/9/05

STATE OF NORTH CAROLINA, Chatham County.

I, Cacie A. McLaurin, a Notary Public of Chatham County, do hereby certify that Stephanie Talbot personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 6<sup>th</sup> day of May, 2003.

Cacie A. McLaurin  
Notary Public



My commission expires: 7/9/05

STATE OF NORTH CAROLINA, Chatham County.

I, Cacie A. McLaurin, a Notary Public of Chatham County, do hereby certify that James Vaughn and Catherine Vaughn personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 6<sup>th</sup> day of May, 2003.

Cacie A. McLaurin  
Notary Public



My commission expires: 7/9/05

Chatham County, North Carolina  
REBA G. THOMAS Register of Deeds  
The foregoing certificate(s) of

CACIE A MCLAURIN

notary/notaries public  
is/are certified to be correct.

Beverly N. Kay  
Assistant - Register of Deeds

NORTH CAROLINA  
CHATHAM COUNTY

Book 373 Page 237

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

THIS DECLARATION, made this 7<sup>th</sup> day of May, 1973, by KENNETH J. LESSLER and wife, JUDITH T. LESSLER, hereinafter called the DECLARANTS;

WITNESSETH:

THAT WHEREAS, the DECLARANTS are the owners of the real property described in Article I below; and

WHEREAS, DECLARANTS have adopted a uniform scheme for the development of said property in accordance with the purposes as set forth in Article II below;

NOW THEREFORE, DECLARANTS hereby make the following declarations as to limitations, restrictions and uses to which the real property described in Article I may be put, and hereby specify 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 limitation on all future owners and residents of said property, this Declaration of Covenants, Conditions and Restrictions being designed to achieve the purposes set out in Article II below.

ARTICLE I.

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

Being all that parcel of land lying and being in Center Township, Chatham County, North Carolina, as shown on the plats and survey entitled "HARLANDS CREEK, Center Twp., Chatham Co., N. C." Map No. 1, Map No. 2, and Map No. 3, prepared by William G. Joyner, R.L.S., dated April 30, 1973 and recorded in Plat Book 14, pages 86, 87 and 88, Chatham County Registry, and same being incorporated by reference as if set forth fully herein, for a more particular description; the same being all the land conveyed to Declarants by K. W. Cooper et al by deed recorded in Book 369, page 736, Chatham County Registry.

<sup>481</sup>  
The above described property is hereinafter referred to as "HARLANDS

Page 2

Book 373 Page 238

CREEK PROPERTY. "

The uniform plan of development requires that certain restrictions be made applicable to the whole of HARLANDS CREEK PROPERTY and that others be made applicable only to certain divisions thereof. All restrictions set out below are made applicable to the whole or divisions thereof as indicated.

The divisions of HARLANDS CREEK PROPERTY are designated as Tract A, Tract B, Tract C and Tract D and are described as follows:

TRACT A: Being all that portion of HARLANDS CREEK PROPERTY which is designated by numbers 1, 2 and 3 on Map No. 1 of HARLANDS CREEK recorded in Plat Book 14, page 86, Chatham County Registry and incorporated by reference as if set forth fully herein.

TRACT B: Being all that portion of HARLANDS CREEK PROPERTY which is designated by numbers 4, 5, 6, 7, 8, 9 and 10 on Map No. 2 and Map No. 3 of HARLANDS CREEK recorded in Plat Book 14, pages 87 and 88, Chatham County Registry and incorporated by reference as if set forth fully herein.

TRACT C: Being all that portion of HARLANDS CREEK PROPERTY which is designated as "Tract 'C'" on Map No. 3 of HARLANDS CREEK recorded in Plat Book 14, page 88, Chatham County Registry and incorporated by reference as if set forth fully herein.

TRACT D: Being all that portion of HARLANDS CREEK PROPERTY which is designated as "Tract 'D'" on Map No. 3 of HARLANDS CREEK recorded in Plat Book 14, page 88, Chatham County Registry and incorporated by reference as if set forth fully herein.

ARTICLE II.

PURPOSES

The restrictions and covenants contained herein are for the purpose of developing a community for safe, healthful and harmonious living in keeping with the uniform plan of development and are in the interest of public health, conservation and sanitation so that HARLANDS CREEK PROPERTY and other land in the same locality may be benefited by a decrease in the hazards of pollution and environmental degradation, by the protection of water supplies, wildlife, natural foliage, and the stability and diversity of natural ecosystems.

ARTICLE III.

RESTRICTIONS APPLICABLE TO ALL TRACTS

All the property described in Article I above and all subdivisions

thereof shall be subject to the following restrictions and covenants:

Section 1: Dwellings and lot sizes

(a) Each lot on Tracts A, B and C (as defined in Article I above) shall contain at least ten acres and no lot shall be subdivided into lots of less than ten acres; each lot in Tract D shall contain at least three acres;

(b) There shall be no more than one dwelling for each five acres of the lot size;

(c) There shall be no more than one "resident" per each two acres of lot size on any one lot; a "resident" is any person who resides or lives on subject property for more than thirty days in any one calendar year;

(d) A "lot" shall mean any parcel of land in single ownership;

(e) A "dwelling" is a building designed for, or used for, human occupancy.

Section 2: Clearing of lots

No live trees of more than sixteen inches in diameter at the base of the trunk (at four one-half feet from the ground) shall be cut, except as necessary to clear for drives, roads, houses, or to remove seriously diseased or damaged trees. No live trees, saplings, shrubs or other natural plants shall be cut or removed from any "wooded area" within fifty feet of any property line, except for driveways, roads and utility rights of way, not to exceed a total breach of sixty feet in the border of any lot; provided further that no lot shall be cleared of its natural growth of trees and shrubs in excess of fifty percent of the "wooded area" on any lot; SUBJECT HOWEVER, to the following definitions and exceptions:

(a) The clearing and removal of poisonous plants, seriously diseased or damaged vegetation, and vines which damage tree growth (including, but not by way of limitation, "kudzu") is specifically allowed.

(b) "Wooded area" includes all of subject property except those areas which have been cultivated or maintained as yards or open fields at any time since January 1, 1955 and prior to the signing of this Declaration.

(c) The clearing of road and utility rights of way presently existing on subject property or which may be reserved or hereafter reserved by Declarants is hereby specifically allowed and exempted from any provisions of this section to the contrary.

(d) All lots on Tract D may be cleared not in excess of seventy-five per cent (rather than fifty per cent) of natural growth.

Section 3: Construction of dwellings and other buildings

(a) No dwelling or other building shall be erected within one hundred feet of the center line of any public road or within seventy-five feet of any property line.

(b) All dwellings or other buildings shall be built with termite shields between all wood members contacting the earth or within eighteen inches of the earth, excepting wood treated with creosote or other similar preservative.

Section 4: Fires Controlled

(a) All containers for fire or sites for fires, including chimneys and grills, shall be fitted with spark screens or other suitable means of fire control, except as allowed in paragraphs (b) and (c) of this section.

(b) There shall be no burning (including leaves and other vegetation) outside such proper containers unless a proper Forestry Service permit is first obtained.

(c) The burning of coal, charcoal, gas or oil in furnaces, grills, stoves, fireplaces or other containers which are safely designed for the burning thereof is specifically allowed.

Section 5: Waste Disposal

Nonbiodegradable garbage or waste materials such as plastics,

metals and glass shall be removed from the property at least monthly. Biodegradable garbage and waste not removed shall be buried or composted.

Section 6: 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 property owners parties may make and amplify sound in excess of the above restriction for special occasions.

Section 7: Firearm and hunting control

No firearms, except shotguns using shot, shall be discharged on this land. No deer or bear shall be hunted or killed on this land. Provided that nothing in this paragraph is to exclude the otherwise legal hunting of game birds and other small game animals with shotguns in season.

Section 8: Pesticides and Herbicides

No chlorinated hydrocarbon pesticides or any other persistent pesticide or herbicide shall be used anywhere on this land, either on crops, natural vegetation or in termite protection. Provided that herbicides may be used selectively if necessary to eradicate poison oak, kudzu, or poison ivy.

Section 9: Domestic Animals

No hooved animals shall be grazed or sheltered in any "wooded area" (as defined in Section 2(b) above) within fifty feet of any property line or in any area within seventy-five feet of any surface water, except for artificially created ponds; nor shall any fowl be caged or penned within these same limits.

Section 10: Sewage Disposal

Dwellings or other buildings with indoor plumbing of any sort shall have sewage disposal by septic tank constructed so as to conform

with the standards of the North Carolina Board of Health, or by sanitary sewer connection if available; however, this is not to exclude alternate excreta disposal systems in which waste is reduced to odorless and sanitary substances within leak proof confines. No septic lines are to be constructed or maintained in flood plains, or within one hundred feet of any surface water or well.

Section 11: Siltation Control

The soil shall not be disturbed within twenty-five feet of any spring, branch, creek or other natural surface water, except for the following purposes:

- (a) To confine or store water for domestic purposes, including, but not by way of limitation, the enclosure of springs for water supplies;
- (b) To install plumbing used to obtain and to draw water from such water source; or
- (c) To construct a pond, bridge (and road leading thereto) or culvert (and road leading thereto).

Section 12: Outdoor Lights

No mercury vapor lamps or sodium vapor lamps shall be used outside enclosed areas and no area lighting that is independent of house current and controls or that consumes more than 200 watts per bulb shall be used. Provided further that no outdoor lighting shall illuminate any area within fifty feet of a property line.

Section 13: Signs

No signs, billboards or advertising device of any kind shall be placed or otherwise installed on any parcel, lot or building on subject property except the following:

- (a) Signs not to exceed sixty-four square feet, designating subject property as "HARLANDS CREEK";
- (b) Signs not to exceed ten square feet, designating the name of

any lot or parcel, the resident(s) thereof, and/or the address thereof, provided there shall be no more than one such sign per lot;

(c) Signs, not to exceed one square foot each, for the purpose of advertising subject real property for sale or to give notice of restrictions to hunters or trespassers; or

(d) Signs of a reasonable nature, not to exceed sixty-four square feet in size, as may be necessary to identify commercial enterprises in Tract D; provided however, that no signs of any nature are to be internally lighted.

Section 14: Motor Vehicles

No motorcycles, trail bikes or any other motor vehicles shall be operated on this property except on the public roads and on the drives from the public roads to dwellings, outbuildings and for the purpose of servicing animals or as used in agriculture.

Section 15: Dogs and Other Pets

Any dog or other animal owned or kept by any resident shall, after written requests by three landowners within a year, be thereafter confined to the owner's or keeper's lot at all times when not on a leash and shall not be allowed to be loose on the lots of others in HARLANDS CREEK PROPERTY.

ARTICLE IV.

RESTRICTIONS APPLICABLE TO TRACTS A and B ONLY

All of the property described in Article I above as Tract A and Tract B and all subdivisions thereof shall, in addition to the restrictions and covenants set forth in Article III, be subject to the following restrictions and covenants:

No manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained on, in front of, or in connection with the subject tracts, nor shall such property in any way be used for other than strictly residential purposes. This restriction shall not be construed, however, as preventing the

following uses:

1. The practice of law, medicine, psychology, the fine arts (i. e. music, photography, painting and sculpture), architecture and similar professions in the professional's residence, provided that the professional employ no more than two persons working on the premises and business clients or customers are seen on an appointment basis only;
2. The teaching of students by a resident, provided that no more than sixteen non-resident students may be on resident's premises during any one week for lessons or teaching purposes; "non-resident students" includes pre-school children who are being "cared for" outside the child's home; provided that any person who resides on any of the HARLANDS CREEK PROPERTY shall not be considered a "non-resident student;"
3. The manufacture of "handcrafts" by a resident(s) in a building of no more than one thousand square feet of floor space and in which no more than four persons regularly work, either as apprentices, employees or unpaid help and no retail trade may be carried on;
4. The rental or lease of residences.

ARTICLE V.

RESTRICTIONS APPLICABLE TO TRACT C ONLY

All of the property described in Article I above as Tract C and all subdivisions thereof shall, in addition to the restrictions and covenants set forth in Article III, be subject to the following restrictions and covenants:

No manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained on, in front of, or in connection with the subject tract, nor shall such property in any way be used for other than strictly residential purposes, EXCEPT THAT THE FOLLOWING USES ARE ALLOWED:

1. The practice of law, medicine, psychology, the fine arts

(i. e. music, photography, painting and sculpture), architecture, teaching, and similar professions;

2. The manufacture of "handcrafts" by a resident(s) in a building of no more than one thousand square feet of floor space and in which no more than four persons regularly work, either as apprentices, employees or unpaid help, and no retail trade may be carried on;

3. Agricultural and farming uses; and

4. The operation of a restaurant in existing buildings.

ARTICLE VI.

RESTRICTIONS APPLICABLE TO TRACT D ONLY

All of the property described in Article I above as Tract D and all subdivisions thereof shall, in addition to the restrictions and covenants set forth in Article III, be subject to the following restrictions and covenants:

This tract may be used, subject to the restrictions set forth in Article III, for residential or commercial purposes, EXCEPT THAT THE FOLLOWING USES ARE NOT ALLOWED:

1. Service Stations shall not be operated or maintained on subject tract. A "Service Station" is a building or lot where gasoline, oil, greases, and accessories are supplied and dispensed to the motor vehicle trade.

2. There shall not be erected or maintained, or permitted to be erected or maintained, on any portion of this tract any factory or facility of any kind for engaging in heavy industry.

ARTICLE VII.

NO WAIVER OF RESTRICTIONS

No waiver of 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.

Page 10

Book 373 Page 246

ARTICLE VIII.

DURATION

The restrictions and covenants 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 of the first above described property having an assessed valuation of at least sixty percent of the total of the assessed valuation of all the property.

ARTICLE IX.

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 any 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.

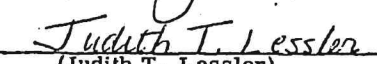
ARTICLE X.

VALIDITY

Invalidation of any one or any portion of these restrictions and covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Kenneth J. Lessler and wife, Judith T. Lessler, have hereunto set their hands and affixed their seals to this Declaration of Covenants, Conditions and Restrictions, this the day and year first above written.

  
(Kenneth J. Lessler) (SEAL)

  
(Judith T. Lessler) (SEAL)

Page 11

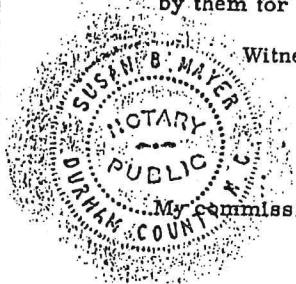
Book 373 Page 247

NORTH CAROLINA

Durham COUNTY

I, Susan B. Mayer, a Notary Public, do hereby  
certify that Kenneth J. Lessler and wife, Judith T. Lessler, personally appeared  
before me this day and acknowledged the due execution of the foregoing instrument  
by them for the purposes therein expressed.

Witness my hand and notarial seal, this the 4th day of May, 1973.



My commission expires: 12/28/76

Susan B. Mayer  
Notary Public

NORTH CAROLINA

CHATHAM COUNTY

The foregoing certificate of Susan B. Mayer, a  
Notary Public, is certified to be correct. This instrument was presented for  
registration at 9:10 o'clock A.M. on May 8, 1973 and  
recorded in Book 373, page 237.

LEMUEL R. JOHNSON

Register of Deeds

By: Margaret C. Baker  
~~Notary Public~~/Deputy