

**RESTRICTIVE AND PROTECTIVE COVENANTS
IRONWOODS SUBDIVISION**

Taken from Book 581 page 64 - 67,
Orange County Land Registry, Hillsboro, North Carolina

NORTH CAROLINA
ORANGE COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT Goforth Properties, Inc., a North Carolina Corporation, P.O. Box 967, Chapel Hill, N.C. 27514, hereinafter referred to as GRANTOR, does hereby covenant and agree with all persons purchasing lots from it within the area designated as Lots No. 34-168, IRONWOODS SUBDIVISION, as shown on maps recorded in the Orange County Registry in Plat Book 44, Pages 166-167, that all of the lots in the said area shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property described above and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the above-described property or any part thereof, their heirs, successors, assigns and legal and/or personal representatives, to wit:

1. No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family residence and its customarily accessory buildings and uses. No duplex houses, apartments, commercial or industrial buildings shall be constructed within the area. This provision shall not be interpreted to preclude the provision of servant's quarters or rooms incidental to the residence and garage structure, nor does it preclude the inclusion of one small light housekeeping apartment within the residential structure, nor does it preclude gardens and basketball courts.

2. No residence shall be erected on less than one lot and no lot as shown on the recorded plat shall be subdivided except that two lot owners may subdivide a lot between them, but only one residence shall be built on the combined original lot and the subdivided portion of any lot; provided, further, that adjoining property owners may adjust a common boundary line by the sale or exchange of property between such owners, so long as such sale or exchange conforms in all respects with the Zoning Ordinances of the Town of Chapel Hill and all other provisions of these restrictive covenants.

3. The minimum size of dwelling structures within this area shall be SIXTEEN HUNDRED SQUARE FEET, heated and finished living area. A two story structure shall contain no less than ONE THOUSAND SQUARE FEET heated and finished living area on its first floor in complying with this minimum.

4. No building or part of a building other than steps, overhanging eaves or cornices

shall extend nearer to the front and side property lines than the building lines shown on the recorded plats of IRONWOODS SUBDIVISION. In any event no building shall be located on any lot nearer than thirty-five (35) feet to the front property line. No building shall be located nearer than eight (8) feet to an interior lot line. No building shall be located on any lot nearer than twenty-five (25) feet to the rear lot line. Relief from the above restrictions may be granted by the Grantor herein at its discretion so long as compliance with the Zoning Ordinances of the Town of Chapel Hill is maintained. The front setback requirement as set out above shall not be applicable to Lots No. 145 and 147.

5. No structure of a temporary character, trailer, motorized home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a temporary residence.

6. No cattle, swine, ducks, geese, chickens or goats may be kept on any homesite or reserved area, but limited numbers of dogs and cats may be kept on homesites under reasonable regulations of control and sanitation, provided they do not become a nuisance to other owners in the development, and further, provided that they are not kept, bred or maintained for any commercial purpose.

7. This conveyance is made and accepted subject to any easements or right-of-ways that may have been granted for power, light, telephone, cable and sewer lines and drainage facilities, or as shown on the recorded plats of IRONWOODS SUBDIVISION.

8. All garbage containers shall be concealed from public view and curbside trash deposits shall be prohibited. Outside clotheslines shall be prohibited.

9. All telephone, electric, cable, water, sewer and other utility lines and connections between the main lines and the structures located on the lots shall be concealed and located underground.

10. No dwelling house, building, fence or other structure of any kind shall be erected, placed or altered on any building lot in this area until the building plans and specifications have been approved in writing by the Grantor herein, or a person or persons designated by said Grantor. Said plans shall show floor elevation, drainage and grades, driveways and walks and the location of said building as to conformity and harmony of exterior design with existing structures in the area, and as to location of the building with respect to topography and the finished ground elevation and orientation relative to neighboring structures. A landscaping plan shall be submitted as part of said approval and such landscaping shall be completed within ninety (90) days from completion of the dwelling. In the case of death, resignation or inability to serve of any designated person, the vacancy created shall be filled by appointment by the President of Goforth Properties, Inc. of Chapel Hill; and pending such appointment, the surviving member or members of the designated representative shall have authority to approve or disapprove such design or location. If the aforesaid Grantor or its authorized representatives fail to approve or disapprove a design or location within thirty (30) days after plans, specifications, and plat plans have been submitted to it in writing, or in any event, if no suit to enjoin the erection, placement or alteration of such building has been commenced prior to the completion thereof, such approval of said design or location so submitted will not be required. Said approval shall be required until the 31st day of December 2010, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded in the Office of the Register of Deeds of Orange County their authorized representatives who thereafter shall have all the powers subject to the same limitations delegated herein to

the aforesaid Grantor, and for the time limited in said writing. If there is more than one owner of a lot, these owners shall be entitled to only one vote.

11. No individual mailboxes and/or tubular receptacles for newspapers or advertising publications shall be permitted; cluster mailboxes shall be provided by the U.S. Postal Service or by the Grantor herein.

12. Boats, campers, and trucks shall be concealed from public view. On-street parking of lot owner's vehicles shall be prohibited.

13. No construction signs larger than 29" x 22" nor any "For Sale" signs larger than 12" x 12" shall be permitted.

14. No contiguous area greater than twenty percent (20%) of a lot shall be cleared of trees until approval in writing is given by the Grantor herein. Any clearing which exceeds twenty percent (20%) of a lot must be approved in writing by the Grantor herein. Any owner violating this provision will be responsible for restoring the damaged area as nearly as possible to its original condition.

15. Each lot owner within IRONWOODS SUBDIVISION 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 that portion of the street right-of-way between their lot and the pavement of the streets.

16. It is expressly understood and agreed between the owners of Lots in IRONWOODS SUBDIVISION and all subsequent purchasers of lots therein that all conveyances of lots in IRONWOODS SUBDIVISION are made subject to the foregoing covenants, conditions, and restrictions, and that they are for the protection and general welfare of the development and shall be covenants running with the land binding upon all parties buying lots in IRONWOODS SUBDIVISION.

17. These covenants, conditions and restrictions shall remain in full force and effect through December 31, 2010, after which said covenants shall be automatically extended for successive periods often (10) years unless by vote of two-thirds of the then owners of the lots in the area it is agreed otherwise. These provisions may be amended at any time by a written agreement approved by at least a two-thirds vote of the owners of real estate in this area. All owners of a single lot shall have one (1) vote.

18. It is further stipulated and agreed that the owners of property in IRONWOODS SUBDIVISION and their heirs, successors or assigns, may enforce the above restrictive covenants and agreements by injunction and that this shall not be in exclusion of, but in addition to, other remedies available in law.

19. Invalidation of anyone of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Goforth Properties, Inc. has caused this instrument to be signed in its name by its President, attested by its Secretary and its corporate seal to be attached, all by order of its Board of Directors, this the 11th day of June, 1986.

GOFORTH PROPERTIES, INC.

By: (Signed) J. P. Goforth

J. P. Goforth, President

ATTESTED

(Signed and Sealed)
Michael E. Fox

Michael E. Fox, Secretary

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, Mary M. Clark, a Notary Public, hereby certify that MICHAEL E. FOX personally appeared before me this day and acknowledged that he is the Secretary of Goforth Properties 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 as its Secretary.

Witness my hand and notarial seal, this the 12th day of June, 1986

(Signed and sealed) Mary M. Clark
Notary Public

My commission expires:
October 10, 1988

NORTH CAROLINA - ORANGE COUNTY

The foregoing certificate(s) of Mary M. Clark, A Notary Public of the designated Governmental units is certified to be correct. Filed for registration this the 13th day of June 1986, at 5:10 o'clock, PM in Record Book 581 Page 64.

Betty June Hayes, Register of Deeds
By: Linda Clayton Bean
Deputy Register of Deeds