FOR MULTIPLE PIN SHEET
SEE BOOK 1328 PAGE 577-579

Prepared by: D. MICHAEL PARKER
Return to: D. MICHAEL PARKER, P.O. BOX 100, HILLSBOROUGH, NC 27278.

NORTH CAROLINA

ORANGE COUNTY

PROTECTIVE COVENANTS
FOR
LOTS 1 - 12 AND 13-30
BELLECHENE EAST

KNOW ALL MEN BY THESE PRESENTS, that the undersigned owners of Lots 1-12 of BELLECHENE EAST as described on plat recorded in Plat Book 61 at page 140 of the Orange County Registry and Lots 13-30 of BELLECHENE EAST as described on plat recorded in Plat Book 70 at page 164 of the Orange County Registry, do hereby declare these AMENDMENTS TO RESTRICTIVE AND PROTECTIVE COVENANTS as the same are recorded in Book 1046 at page 577 of the Orange County Registry.

1. Property. The property subject to the covenants is more particularly described as follows:

Lots 1 through 12, inclusive, as shown on plat recorded in Plat Book 61 at Page 140 of the Orange County Registry, and Lots 13 through 30 recorded in Plat Book 70 at Page 164 of the Orange County Registry. Reference is hereby made to the aforesaid plats for a more particular description of the said lots.

2. Use. All the lots in the above-described property are single family residential lots, and shall be used for residential purposes only. No structures shall be erected, altered, placed, permitted to remain on any residential building lot other than one detached single-family dwelling not exceeding

No shops, stores, factories, or business houses of any kind shall be erected or suffer or licensed to exist on the property above described and no hospital, asylum, or institution of like nature shall be erected or suffered or licensed to exist upon the property above described. However, incidental business and consulting activities may be allowed with a designated office in the dwelling unit.

No noxious or offensive trade or activity shall be carried on any lot in this development nor shall anything be done thereon or on any easement appurtenant thereto that shall be or become an annoyance or nuisance to the neighborhood.

No structure separate from any residence and no structure of a temporary character, trailer, travel trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time separate from the main residence shall be used on any lot at any time either as a temporary or

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permanent residence.

Provided, however, that notwithstanding any restrictions set forth herein, that the use of a residence for an office out of the home shall be permitted. No commercial signs hall be erected upon the said property except temporary signs advertising sale of lot or lots, if necessary.

3. Nuisance. There shall not be erected on any part of the property herein described any building, nor shall any business or activity be conducted, that is offensive, unlawful, noxious, or detrimental to the use of the land in the subdivision, nor shall the conveyed premises be used for any purposes that, as a matter of common experience, tend to create a nuisance, including but not limited to, fly breeding and offensive odors.

4. Subdivision. No lot that is included in the property described in Item 1 above shall be subdivided by any present or future owner thereof.

5. Residences.

(a) All residences located on the said property shall have a minimum of 1500 square feet of heated indoor living area.

(b) No temporary residence with a steel frame shall be allowed to remain after completion of said residence and in no event for a period in excess of six (6) months form the date it is first located on the subject property. The express written permission of the developer, Thomas W. Patterson, or his designee shall be first obtained prior to the location of any temporary residence on any lot. Thomas W. Patterson, or his designee, shall have the sole and complete discretion as to whether any temporary residence may be located on any lot and, if so, where any temporary residence may be located. No mobile homes single or double-wide, temporary or permanent shall be allowed on any lot.

(c) Modular residence will be permitted only if they are located on a permanent brick foundation and have horizontal siding or siding otherwise approved by Thomas W. Patterson, or his designee.

(d) The developer, Thomas W. Patterson, or his designee, must approve of all exteriors, elevations, materials, fencing and plot plan prior to the commencement of any construction.

(e) All fuel tanks must be located underground and must comply with all applicable local, state and federal regulations regarding the underground storage of petroleum fuels.

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(f) Roof pitches must be five (5) feet to twelve (12) feet rise or greater.

(g) All garages must be so located on the lots so as to be accessible from the side or rear only, except where prohibited by lot width in which case developer must approve plans prior to construction of any garage.

(h) There shall not be erected on any lot more than one outbuilding, which outbuilding shall not be located between the residence and said private road and which shall be constructed with exterior materials similar to the residence and in keeping with the architectural features of the residence, and no such outbuilding shall contain more than one-half the floor area of the residence. The developer, Mr. Patterson, or his designee, shall approve of the location and exterior design of any outbuilding prior to the commencement of construction.

(i) Any remodeling or additions to the residence shall be constructed with exterior materials similar to the residence and in keeping with the architectural features of the residence. The developer, Thomas W. Patterson, or his designee, shall approve of the location and exterior design of any remodeling or additions to the residence prior to the commencement of construction.

(j) The exterior of all buildings shall be kept neatly maintained, all lawn areas shall be kept neatly mown and landscaped, no garbage containers shall be used except closed containers, and no garbage or containers of garbage shall be visible from the road.

6. Trees. In order to insure privacy and a wooded area between lots, no healthy trees six (6) inches or more in diameter within the setbacks shown on the said plat shall be cut or removed unless they are replaced with substantially similar trees in kind and size. This provision is not intended to restrict cutting where necessary for wells, septic systems, or driveways.

7. Driveway. Driveways shall not exceed twenty (20) feet through any setback area.

8. Junk Automobiles. No unlicensed or disabled or junked car, truck, or other motor vehicle nor any parts thereof shall be permitted to remain on said lots unless kept inside of an enclosed garage and not visible from the road or any adjacent lot.

9. Animals. No animals or fowl, other than domestic dogs and cats shall be kept and maintained on the lots of their owners,

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and each owner shall keep all such animals within the confines of the said owner's lot unless on leash in the road right-of-way. No more than three (3) total domestic animals shall be allowed per residence.

10. Firearms. No recreational or other discharge of firearms shall be permitted upon the property covered hereby except in defense of persons and property.

11. Communications Equipment. No communications equipment shall be visible from the road. All satellite dishes must be 24" or less in diameter and not visible from the road.

12. Enforcement. Enforcement of these covenants shall be the right of the owners of the property, their heirs, successors and assigns, by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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

This the 23 day of February, 1995.

Thomas W. Patterson (SEAL)
THOMAS W. PATTERSON

Lillie Ann Patterson (SEAL)
LILLIE ANN PATTERSON

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STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, Paul J. Kempa, Notary Public of the aforesaid County and State, do hereby certify that THOMAS W. PATTERSON and wife, LILLIE ANN PATTERSON personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial ~~sea~~, this the 24 day of February 1995.

Paul J. Kempa
NOTARY PUBLIC

My commission expires: 11-8-95

PAUL J. KEMPA NOTARY *** PUBLIC ORANGE COUNTY, NC

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AGMT\BELLE.2

FILED
24 FEB 1995, at 01:41:42PM
Book 1328, Page 580 - 583
Betty June Hayes,
Register of Deeds,
Orange County, N. C.

NORTH CAROLINA - ORANGE COUNTY

The foregoing certificate(~~s~~) of Paul J. Kempa

A Notary (~~or Notaries~~) Public of the designated Governmental units is (~~are~~) certified to be correct. Filed for registration this the 24th day of February 19 95, at 1:41:42 o'clock, P.M. in Record Book 1328 Page 580.

Return:

Betty June Hayes, Register of Deeds
By: Jackie M. Overbaugh
~~Assistant~~/Deputy
Register of Deeds

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