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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
REDBUD**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions of Redbud (this "Declaration"), is made this 29th day of July, 2021, by **Redbud Landowners Association, Inc.**, a North Carolina non-profit corporation, hereinafter referred to as the "Association". The Association states and declares as follows:

A. Saralyn Partners and Wallace Kaufman previously made a Declaration of Covenants, Conditions and Restrictions of Redbud, dated December 10th, 1985 and recorded at Book 489 Page 332, Chatham County Registry [as supplemented (Book 611 Page 983, March 3rd, 1993 Chatham County Registry) and amended (Book 1525 Page 964, August 24th, 2010; Book 1571 Page 480, June 27th, 2011; Book 2136 Page 110, August 11th, 2020 Chatham County Registry), the "Original Declaration"].

B. The Association elected to subject Redbud to the entire provisions of Chapter 47F of the North Carolina General Statutes, the "North Carolina Planned Community Act," as set forth in that Amendment to Declaration of Covenants, Conditions and Restrictions of Redbud recorded at Book 1525 Page 964, August 24th, 2010, Chatham County Register of Deeds.

C. N.C. Gen. Stat. § 47F-2-117 provides that "Except in cases of amendments that may be executed by a declarant under the terms of the declaration or by certain lot owners under G.S. 47F-2-118(b), the declaration may be amended only by affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated, or any larger majority the declaration specifies or by the declarant if necessary for the exercise of any development right. The declaration may specify a smaller number only if all of the lots are restricted exclusively to nonresidential use."

D. Greater than sixty-seven percent (67%) of the Owners have provided their written approval to the Association of this Declaration.

E. The Association now desires to amend and restate the Original Declaration.

Now, therefore, the Owners hereby declare that all of the property described in the Declaration 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 property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

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

Tract One: all that tract of some 349.44 acres conveyed by Saralyn, Inc. to Saralyn Partners, a limited partnership, and described in a deed from Saralyn, Inc. to Saralyn Partners recorded in Book 482 page 854 and recorded in the Chatham County Register of Deeds in Plat Cabinet A, at Slide 274, reference to which is hereby made for a more complete description;

Tract Two: A certain 60-foot tract and right of way between the western end of Secondary Road #1714 and the southeast corner of Tract One, all as shown on the plat recorded in Plat Book 32, page 51, Chatham County Registry;

Tract Three: all that tract of some 21.8 acres conveyed by Bingham Land Company to Saralyn Partners, and being that land described in a deed from Bingham Land Company to Saralyn Partners recorded in Book 482 page 856 of the Chatham County Registry, to which document reference is hereby made for a more complete description;

Tract Four: all that tract of some 16.336 acres conveyed by Michael G. Phillips to Wallace Kaufman and being that land described in a deed from Phillips to Kaufman recorded in Book 485 at page 750, to which document reference is hereby made for a more complete description; this tract also being the northwestern portion of the 49.009 acres shown in Plat Book 21 at page 98, Chatham County Registry;

Tract Five: all that tract of some 348.53 acres described in the deed to Saralyn Partners from Valeria and Norwood Adams recorded in Book 493 Page 657, Chatham County Register of Deeds; and

Tract Six: all those tracts described as Lot A, Lot B and Lot C on that plat recorded in Plat Slide 2003 Page 330, Chatham County Register of Deeds.

Tract Seven: all that certain parcel of property designated as "Redbud Ridge, Annex to Redbud Subdivision" as shown on that plat recorded in Plat Slide 89 Page 338, Chatham County Register of Deeds.

ARTICLE II
PURPOSE

The restrictions and covenants contained herein are for the purpose of developing a community of safe, healthful and harmonious living in keeping with the uniform plan of development, and are in the interests of public health, protection of all forms of Wildlife, both flora and fauna, protection of water and air quality, and other environmental and social benefits. These measures are instituted so that the property described in Article I above and other land in the same locality and the Owners of these lands may live together with the natural environment in harmony and may benefit by a decrease in the hazards of pollution and environmental degradation and by the dynamic stability of the natural environment, its Wildlife and natural plant communities and its ecosystems, and that these benefits might accrue to the land described in Article I in addition to benefits provided or neglected by zoning, land use plans and other regulations adopted by government.

ARTICLE III
DEFINITIONS

The following words when used in this Declaration or any subsequent Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Addition" shall mean any lot or tract of land that shall become a part of Redbud by adopting its covenants and road maintenance agreements and being accepted as part of Redbud by amendment of these covenants or other procedures specified herein.
- (b) "Association" shall mean and refer to REDBUD LANDOWNERS ASSOCIATION, INC., its successors and assigns.
- (c) "Common Area" shall mean all real property designated and set aside for the common use and enjoyment of the Owners, their tenants, and their guests subject to provisions of these covenants; and said Common Area shall be all lands owned by the Association. The Common Area to be owned by the Association at the time of the conveyance of the first Lot shall be all lands and rights of way for roads, and any lands, not included in individual Lots, set aside for community use in the subdivision plan submitted to Chatham County and accepted by Chatham County for subdivision approval. The uses of Common Area shall be limited by subsequent provisions of these Declarations.
- (d) "Conservation Lands" shall mean lands which these covenants mandate to be kept in their essentially natural state, including any land within the 100 year floodplain of a water-course and any area within 100 feet of a stream bank and all land within 50 feet of any Lot line, existing or created within this property; for purposes of these declarations and the properties described in Article I, the 100 year flood plain, where not defined by official local, state or government declaration or law, shall be deemed to be any land less than five feet above the banks of the nearest river, stream or branch; and Conservation Lands shall also mean and include any lands shown on the recorded subdivision plat or plats of the Properties as greenways or conservation easements or conservation lands.
- (e) "Dwelling" shall mean any building used for or designed for human occupancy, including an attached apartment or a detached guest house if either of the latter two have any of the following: kitchen, running water, toilet, tub or shower.
- (f) "Greenway" shall mean those conservation lands specifically designated as natural wooded areas along creeks, branches, and drainage areas as well as boundaries with properties adjacent to Redbud, and shall be areas important as stream buffers and/or natural areas through which pass easements for residents to walk.
- (g) "Lot" shall mean and refer to any plot of land recorded or mapped or otherwise held for or adaptable for residential purposes as allowed by these Declarations and applicable government law and regulation, and shall not mean land held by a landowners association or public body for uses such as roads and utilities.
- (h) "Member" shall mean and refer to every person or entity who holds membership in the Association.

- (i) "Mobile Home" shall mean any home primarily manufactured off the premises and constructed or positioned so as to be movable on wheels, regardless of whether the wheels are attached to the structure; but the term shall not include manufactured homes which are over 14 feet wide, permanently attached to masonry foundations or treated wood foundations constructed according to prevailing building codes.
- (j) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties within Redbud, excluding those parties having interest merely as security for performance of an obligation.
- (k) "Properties" shall mean and refer to all such properties described in Article I hereof and shall also refer to any properties annexed under these Declarations or any Supplemental Declaration in accordance with provisions set forth herein.
- (l) "Resident" shall mean any person who resides or lives on a subject property for more than thirty days in any calendar year.
- (m) "Wildlife" shall mean any and all species of plants and animals native to this tract of land, and shall not include any exotic species or domesticated species.

**ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section One: Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. The foregoing is not intended to include persons or entities who/that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification.

Section Two: Voting Rights. The Association shall have one class of voting membership. Voting Members shall be all those Owners as defined in Section One. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section One. When more than one person holds such interest or interests in any Lot all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

**ARTICLE V
ANNEXATION OF ADDITIONAL PROPERTIES**

Section One: Annexation of additional property shall require the assent of two-thirds (2/3) of the voting Members present in person or by proxy at a meeting called for this purpose. Written notice of such meeting shall be sent to all Members at the address they last made known to the Association not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of Members or of proxies entitled to cast two-thirds (2/3) of the membership votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two thirds (2/3) of the voting membership are not present in person or by proxy, Members not present may give their written assent to any vote on annexation taken thereat. Annexation under this Section requires consent of two-thirds (2/3) of the voting Members.

Section Two: Annexation shall be achieved by recording a plat or plats of the additional lands clearly labeled as "Annexed to Redbud Subdivision" and by a recorded document of agreement bearing the signatures of the Owner or Owners of the additional lands by which they accept these covenants, and the assenting signatures of two (2) Directors of the Association.

ARTICLE VI

PROPERTY RIGHTS IN COMMON AREAS AND IN CONSERVATION LANDS

Section One: Members' Easements of Enjoyment. Subject to the provisions of Section Three, every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot. The Members shall also have certain rights of access to other lands as shown on recorded plats and/or described in recorded conveyances and agreements; these rights shall be for walking, nature study, a general familiarity with the community, and quiet recreation.

Section Two: Extent or Members' Rights and Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided in its Certificate of Incorporation and By-Laws, to suspend voting rights and right to use of recreational facilities, Common Area, or access easements by a Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations and

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of membership has been recorded, agreeing to such dedication, transfer, purpose or condition and unless written notice of the proposed agreement and action thereunder is sent to every Member at the address he or she last made known to the Association at least ninety (90) days in advance of any action taken.

(c) The right of the Association to grant such easements as are necessary to improve roads or to provide utility service to the Properties.

(d) Physical access to access easements and Common Area by vehicle shall be limited to platted road rights of way and access to Conservation Lands which lie within the boundaries of the Lots of individual Members shall be limited to 50 foot strips along creeks, branches and valleys, except where otherwise indicated on recorded plats, deeds, or other agreements.

(e) There shall be no community access to any easements in lying within any Lot unless the Association has assumed all practical and legal liability for persons and property using such easements; and it is hereby agreed that the Association shall attempt to maintain insurance adequate to provide reasonable liability protection for Common Area and easements held.

Section Three: Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to his guests, tenants, or contract purchasers who reside on the property.

ARTICLE VII
COVENANT FOR MAINTENANCE, TAX, AND OTHER ASSESSMENTS

Section One: Creation of Lien and Personal Obligation of Assessments and Special Assessments. Each Owner of any Lot, except those exempt under this Article, by acceptance of a deed therefor, 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 Association annual assessments or charges, service assessments, and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, and said amounts shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or special assessment is made. Each such assessment and special assessment, together with such interest thereon, cost of collection and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment or special assessment fell due. The personal obligation for delinquent assessment or special assessment shall not pass to his successors in title unless expressly assumed by them.

Section Two: Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare, and in particular for protection of

native flora and fauna, the improvement, insurance, and maintenance of roads and any common facilities devoted to this purpose, to provide services to the benefit of Members and related to the use and enjoyment of the Common Area and of the homes situated upon the Properties. Protection of flora and fauna may include professional assessment of their condition and planning for their preservation, legal defenses against condemnation and other destructive acts originating either within or outside the community, and including water and air pollution and intrusion by non-native species such as honeysuckle, English ivy, and others, any of which clearly threaten the flora and fauna of Redbud.

Section Three: Maximum Annual Assessment. The maximum annual assessment for the year 2021, which is collected in the year 2020, shall be no more than \$227.00.

(a) The maximum annual assessment may be increased each year no more than the Consumer Price Index as maintained by the U. S. Government; or such other index as may succeed that index.

(b) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum, and shall give written notice of the assessment amount to all Owners at least 30 days prior to the due date.

(c) Five percent of each total annual assessment shall be placed in an emergency fund for unpredictable contingencies such as severe road damage, culvert replacement, litigation to defend the covenants and the protection of the natural environment.

(d) Five percent of each total annual assessment shall be placed in a fund dedicated solely to improvement in roads and other community facilities.

(e) Interest generated by these funds may be applied to administration of the Association and to ordinary maintenance activity and reducing the cost thereof.

Section Four: Other Assessments.

(a) **Special Assessment for Capital Improvement.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Area or roads, provided that any such assessment shall have the vote or written approval of two-thirds (2/3) of all Members.

(b) **Service Assessment.** The Association may levy a service assessment as an additional assessment for the purpose of entering into a contract with a provider of specific services to the benefit of Members or Lots, provided that any such assessment shall have the vote or written approval of two-thirds (2/3) of all Members. Service Assessments shall be deposited in a segregated account maintained by the Association. Upon the termination or expiration of the contract for which the Service Assessments are applicable, any surplus Member-paid funds remaining in the account shall be returned to the Members on a pro rata basis, based on the Members who have paid Service Assessments under the relevant contract.

Section Five: Notice and quorum For Any Action Authorized Under Sections Three and Four. Any action authorized under Section Three or Four shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by the required majority of the votes cast at such a meeting,

but such vote is less than the requisite majority of all the Members, then Members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section Six: Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a yearly or semi-annual basis. As approved by the Owners of the Lots, Service Assessments may be levied only against particular Lots as approved pursuant to Section 2 to fund actual and estimated expenses incurred by and for the primary benefit of those particular Lots. Service Assessments may be collected on a monthly, quarterly, semi-annual, or annual basis, as determined by the Board, and may be accepted via automatic draft. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section Seven: Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of interest equal to the highest percent per annum interest being received by the association on its deposited funds. The Association may bring an action at law against the Owner personally obligated to pay the same, and foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Area or roads or by abandoning his or her Lot.

Section Eight: Subordination of the Lien to the Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section Nine: Exempt Property. The following property subject to the Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All Properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority or state and devoted to public use;
- (b) All Common Area on Properties above in Article I.

ARTICLE VIII **GENERAL PROVISIONS**

All of the property described in Article I above and later annexed property and all subdivisions thereof shall be subject to the following conditions, restrictions and covenants which may be enforced by any Owner of a Lot or Common Property.

Section One: Dwellings and Lot sizes.

- (a) Each Lot shall contain at least three acres and no Lot shall be subdivided into Lots of less than three acres; nor shall any subdivision of a Lot be allowed that would cause the average lot size in Redbud to become less than 5 acres.

- (b) There shall be no more than one Dwelling per each three acres of Lot size on any one Lot except that an attached one bedroom apartment of no more than half the size of a main Dwelling may exist on Lots that have at least 3 acres for the main Dwelling and at least 1.5 (one and one half) additional acres for the apartment; and provided that no Lot shall have more than one such supplementary apartment for any Dwelling.
- (c) Clustered units, duplexes, etc. are permitted if the Lot size is large enough to average no less than three acres per Dwelling.
- (d) Mobile Homes as defined in these declarations are not permitted on any Lot.
- (e) Manufactured housing. The design and placement of all manufactured houses must be approved by the Board. Manufactured houses are houses built off site and transported to Redbud in preassembled room or larger modules. Building plans for a manufactured house shall be submitted 45 days before construction begins. Approval shall be in writing and shall require a minimum of the following: (i) the roof pitches being 5 in 12 or greater, or minimum of 1-1/2 stories above grade, (ii) the majority of the width of the house being greater than 27 feet, and (iii) exterior siding materials shall not be metal panels. Lots described in Chatham County Register of Deeds Book 611, page 989 and sold to individuals by Saralyn Partners LLC prior to March 8, 1993 are not subject to this manufactured housing Covenant.

Section Two: Conservation of Natural Areas and Natural Benefits.

- (a) Conservation Lands shall be kept in their essentially natural state subject to management by the processes of nature for the benefit of nature and the instruction and enjoyment and benefit of the Residents, their guests and, indirectly, the community at large under provisions set forth in these covenants. Except for trails where walking easements exist, both dead and live vegetation will remain intact, performing its natural functions. The lands within 50 feet of the Lot lines may be breeched for no more than two driveway entrances and for utility lines, total breeched area for anyone Lot not being more than 100 feet wide. Also drives and power lines may be run along Lot lines to serve the maximum number of Lots with minimum clearing so long as a fifty foot border of conservation land is maintained on either side of the disturbed area. When other areas of a Lot are not adequate for a single family septic system, septic lines may be run in Conservation Lands and the fifty foot border area if approved by the appropriate health authorities.
- (b) Where Lot lines extend into a road or drive, the conservation areas shall be measured from the edge of the cleared area in which the road or drive is built.
- (c) In order to maintain a base of Wildlife habitat and of land that buffers Residents from each other's activities, at least 20% of each individual parcel shall be reserved for natural or managed forest land as opposed to cropland, pasture, or development. Conservation Lands required in section (a) above shall be counted in this 20% although timber harvest is not permitted in these lands.
- (d) The clearing and dedication of road and utility rights of way presently existing on the property or which may be reserved, or hereafter reserved, by the Association for access to the various Lots shall be exempt from these declarations, and shall not be considered to be Lots or subdivisions of the Properties.

Section Three: Commercial and business uses limited.

- (a) No manufacturing, commercial or business enterprise or enterprises of any kind for profit shall be maintained on, in front of or in connection with the Properties, nor shall such property in any way be used for other than strictly residential purposes. The purpose of this article and its qualifications is to preserve the quiet nature of the property and minimize traffic by prohibiting business or other services that cater to the general public in unspecified intensity. This restriction shall not be construed, however, as preventing the following uses:
- i. Residents may practice a profession in home offices so long as such activities are conducted within the Dwelling of the professional, and provided no more than two persons may be employed on the premises by the professional and provided clients are seen only on an appointment basis and not more than four days a week, not on weekends, and at no greater frequency than four client visits per day.
 - ii. Residents may teach students in a home provided that no adjoining property Owners object and provided that students may not visit for instruction at a frequency greater than four students per day for lessons or teaching purposes; provided however that this shall in no way prevent a Resident from providing day care for children of Residents.
 - iii. Residents may manufacture, construct, or otherwise prepare for sale "handcraft" articles and art in a non-Dwelling building of no more than 2,000 square feet of floor space, provided that no more than two non- Residents may be employed on the premises, and provided no retail trade may be conducted on the premises except by mail or on an appointment basis with a maximum frequency as specified in (a) above.
 - iv. The raising of animals and crops for profit is specifically permitted as are other pursuits of horticulture, agriculture, and animal husbandry, but specifically prohibited are the commercial processing and packaging of food or fiber products that might require a factory-type operation in buildings of more than 3000 square feet or employing more than three employees whose principal work would be the processing and/or packaging of agricultural or forest products.
 - v. No Lot shall be used for the commercial raising of chickens, pigs, or other livestock for sale to commercial processors, growers, or breeders. This shall not exclude the sale of small quantities of plants and animals that are not raised on contract or agreement with a commercial user, provided that any livestock or plants raised for sale shall be sold on the Lot on an appointment basis and not more than four days a week, not on weekends, and at no greater frequency than four client visits per day.

Section Four: Buildings.

- (a) No buildings of any kind may be constructed within 100 feet of the centerline of any public or private road (not including individual driveways); nor shall any building be built within 75 feet of any property line of any Lot.

- (b) In order to avoid saturating soils with pesticides and other chemicals that may pose a threat to both water supplies, non-pest animals and to human health, all buildings built on any Lot shall have termite shields between building and wood members contacting the earth or between foundation and any wood member, except such wood members that have been treated with pressure infused preservatives in such a manner as to make them termite proof, in which case a termite shield shall be between that treated wood and untreated structural components of the building; it being specifically understood that all buildings should be built so as to avoid the necessity of saturating the soils nearby or underneath with pesticides.

Section Five: 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 or other government agency permit is obtained first or the burning is done under the supervision of a professional crew or a fire department trained and knowledgeable in the method and manner of outdoor burning.
- (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 Six: Animals. No hooved animals or domestic fowl shall be permitted to feed or shelter in Conservation Lands or within fifty feet of a branch or stream. Feed lots and pastures, if any, shall be managed so as to prevent soil erosion and the runoff of manure.

Section Seven: Sewage Disposal. Dwellings or other buildings with indoor plumbing of any sort shall have sewage disposal by septic tank constructed to conform to the standards of the State of North Carolina and county sanitary standards; or by sanitary sewer if available. This shall not prohibit systems of other types which reduce excreta and other wastes to odorless and sanitary substances. No septic fields are to be constructed or maintained within flood plains or within 100 feet of any surface water or well.

Section Eight: Siltation Control. 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 limited to, the enclosure of springs for water supplies;
- (b) To install plumbing used to obtain and draw water from such a source; or
- (c) To construct ponds, bridges, roads and culverts leading to, from or across such waters.

Section Nine: Outdoor Lights. No mercury, sodium or other gas vapor lights shall be used outside enclosed buildings unless the light from them cannot be seen on any adjacent property; further all outdoor lights shall be shaded or hooded in such a way that no direct rays are shown in any area within fifty (50) feet of a property line; and further that no lights shall be installed that shine upward into the sky; the purpose of these standards being to preserve the night time sense of nature as well as the daytime sense.

Section Ten: Signs. No signs, billboards or other advertising device of any kind shall be placed or otherwise installed on any Lot, parcel or building within the lands described in Article I above except as herein allowed:

- (a) A sign not more than sixty-five (65) square feet in area and designating the name of this development may be placed at an appropriate place.
- (b) A sign not more than ten (10) square feet in area may be placed on each individual parcel to designate owner, address, and, where appropriate, profession of Resident.
- (c) A sign of not more than five (5) square feet in area may be used to designate parcels for sale.
- (d) Signs not more than two (2) square feet may be used to give notice of restrictions to hunters, trespassers or others.
- (e) No signs may be internally lighted.

Section Eleven: Motor vehicles. No motor vehicles of any nature shall be operated on any of the property described in Article I above except as herein provided:

- (a) Motor vehicles may be operated on public roads and on private drives.
- (b) Motor vehicles may be operated to plant, tend and harvest timber and forest products from woodlands and agricultural products from croplands.
- (c) Motor vehicles may be operated incident to the construction of structures or projects permitted under this Declaration.
- (d) No motorcycles, minibikes, trail bikes or other motor powered leisure vehicles may be operated on any part of these entire premises described in Article I, which are reserved as Conservation Lands.
- (e) No motor vehicles, trailers, motor homes, boats, or other vehicles may be parked overnight outside of any individual Lots.

Section Twelve: Dogs, cats and other pets. Residents shall control dogs, cats and other pets so that they do not chase or molest Wildlife or become a nuisance on other properties; outside housing for dogs and other pets shall be constructed in such a way as to provide that barking dogs or other loud animals shall not be heard at night; and no commercial kennels shall be operated on the property.

Section Thirteen: Pesticides and Herbicides. No chlorinated hydrocarbon pesticides or other pesticides that persist longer than one season or the life of the crop they are meant to protect (whichever is shorter) shall be used on this land, either on crops, natural vegetation or in termite control unless serious economic damage is imminent and can be avoided in no other way. Provided however, that herbicides may be used

selectively if necessary to eradicate poison oak, kudzu or poison ivy. All houses shall be built with metal termite shields between all wood members and masonry or other foundation materials and houses shall be built in such manner that to a visual inspection may ascertain with surety whether or not any termite presence has evaded the termite shields; the purpose of these provisions being to avoid placing hazardous or toxic wastes under living quarters and in the ground.

Section Fourteen: Sound. 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 and nearby property Owners, parties may make and amplify sound in excess of the above restrictions for special occasions.

Section Fifteen: Waste. Non-biodegradable garbage or waste materials such as plastics, metal and glass shall be removed from the property at least monthly. Biodegradable garbage and waste not removed shall be buried or composted. No nonoperative or unlicensed vehicles shall be kept for spare parts or other reasons unless kept in covered sheds or enclosed buildings.

Section Sixteen: Firearms and Hunting and Destruction of Wildlife.

- (a) No bored firearms shall be discharged on this property by any Owner for the purpose of practice, hunting, or the destruction of any animal.
- (b) Regardless of governmentally designated seasons, there shall be no hunting of birds, mammals, reptiles or amphibians on this property with any weapon. No fish shall be taken from any natural waters, although nothing herein shall prohibit fishing in artificial ponds.
- (c) In recognition that many invertebrate species are important to the functioning of the natural environment, as food supplies for larger species, and for human enjoyment of the land, no bug lights shall be used for the purpose of attracting flying insects, nor shall any pesticides or insect traps be used which are not capable of being targeted at particular populations or species dangerous to or annoying to Residents.
- (d) Nothing herein shall prohibit the collection of fruits and other wild edibles and plants for propagation and decoration, provided such gathering does not endanger the natural population. Also, Wildlife clearly threatening or endangering Residents may be controlled in any practical manner.

ARTICLE IX
LAKES AND OTHER BODIES OF WATER

Section One: The waters of the lake shall be subject to an easement of access to permit quiet recreation by all Lot Owners and Residents at Redbud with their guests.

Section Two: No boats, rafts, or other vessels may be used with an internal combustion engine or any engine fired directly by fossil fuel or nuclear fuel. Electric motors are permitted. No boats with motors shall go faster than 5 mph. All boats will be limited to 18 ft. in length maximum.

Section Three: All properties adjoining the lake shall be subject to a 25 foot wide walking easement from the shoreline of the lake landward. This easement is for the use of Residents with their guests and is limited to quiet foot traffic and fishing only.

Section Four: No animals shall be grazed, pastured, or fenced within 25 feet of the shore of this lake or any branch or stream leading to it.

Section Five: Parking for access to the lake shall be only in the paved portion of the parking easement maintained for that purpose and not on the dam or on the road within sight of the dam.

Section Six: Except as permitted by Owners of Lots adjoining the lake, swimming, boating and other entry to the water shall only be from the recreation easement at the east end of the dam. Individual Lot Owners may not construct docks or platforms at the lakes edge that extend more than 4 feet into lake or have an area over 100 square feet, however the Association may construct a dock or docks in the recreation easement at the east end of the dam on Lot No. 48.

Section Seven: The introduction or eradication of any species of fish or other animals or plants into the lake or its borders and tributaries shall be subject to the approval of the Association. Any deliberate alterations in the chemistry and fertility of the lake, shall also be subject to approval by the Association. No bird or mammal may be hunted or killed in and around the waters of this lake, nor may the nests of water birds be disturbed.

Section Eight: Inside the 100' water hazard buffer around the lake all vegetation shall remain as it is and as it grows with the exception that shrubs and trees of less than 1.5" diameter at breast-height (4') may be cut.

Section Nine: To further protect the quality of the lake, silt and debris from any home construction or maintenance activity or from driveway or other land disturbing activity shall be contained on site and shall not be allowed to enter any seasonal branch or permanent waterway. If a violation occurs, two weeks after written notice, the Association may remedy the problem and seek reimbursement from the Lot Owner.

ARTICLE X
WAIVER OF RESTRICTIONS

No waiver or 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.

ARTICLE XI
DURATION

The covenants and restrictions set forth herein shall run with the land and shall be binding for a period of thirty years from the date of recording of this Declaration, after which time they shall be automatically extended for successive periods of twenty (20) years.

ARTICLE XII
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. Provided that any person who must take legal action to obtain compliance may recover as minimum damages for the breach of any of these restrictions the sum of \$500.00 (five hundred dollars) for any such breach. Provided that this minimum shall increase at the same rate as the Consumer Price Index maintained by the federal government, or, if such index is not kept, then any index of general inflation in consumer prices kept by federal or state government. Any sums recovered under this section may be used to pay the cost of the action, to repair any damage caused by the breach or otherwise kept to be used as the recipient sees fit; and provided that the Association may as a body, according to its By-Laws, take action to defend and enforce these covenants.

ARTICLE XIII

VALIDATION AND SUBJUGATION TO NORTH CAROLINA LAW

- (a) Invalidation of anyone or any portion of these restrictions and covenants by judgement or court order shall in no way affect any of the other provisions contained herein, and those other provisions shall be severable from the invalidated portions and shall remain in full force and effect.
- (b) The provisions of Chapter 47F of the North Carolina General Statutes (the "North Carolina Planned Community Act") are applicable to Redbud and the Association pursuant to N.C.G.S. 47F-1-102(d).

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed, as of the date first stated above.

REDBUD LANDOWNERS ASSOCIATION, INC.,
a North Carolina non-profit corporation

By: Bonny Rooze
Bonny Rooze Vice President

NORTH CAROLINA
COUNTY OF Chatham

I, Todd C Bishop, a Notary Public, do hereby certify that Bonny Rooze personally came before me and acknowledged that she is Vice President of Redbud Landowners Association, Inc., a North Carolina non-profit corporation, and that she, as Vice President, being authorized to do so executed the foregoing on behalf of the non-profit corporation.

Todd C Bishop
Official Signature of Notary Public

Date: 7/29/21

Todd C Bishop
Notary's Printed or Typed Name, Notary Public

(Official Seal)

My commission expires: 9/20/23

