

DECLARATION OF RESTRICTIVE COVENANTS

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NORTHSIDE RESTATED

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that Longleaf, Incorporated, a corporation organized and existing under the laws of the State of North Carolina, owner of the property hereinafter referred to, does hereby covenant and agree to and with all persons, firms or corporations, who may become owners of the property hereinafter described or any part thereof lying and being in Mineral Springs Township, Moore County, North Carolina, and more particularly described as follows:

All of those certain lots or parcels of land shown and delineated on those certain maps entitled "Seven Lakes Subdivision", made by Pate, Mullins and Associated, Engineers, dated April 17, 1973 and recorded in Map Book 11, page 1-16, Moore County Registry, to which reference is made for a further description.

WITNESSETH:

That said lots or parcels of land are hereby impressed with and subjected to the following restrictions and conditions, which are hereby made covenants and restrictions running with said lands by whomsoever owned or hereafter acquired to wit:

(1) RESIDENTIAL LOTS:

a. Said lots shall be used exclusively for residential purposes.

b. Not more than one single family dwelling house may be erected or constructed any one residential lot, nor more than one building for garage or storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall have tar paper, roll brick sliding or similar material on outside walls. No house trailers, mobile homes, campers, tents, utility or storage building, canopies, or similar structures shall be erected, moved to or placed upon said residential lot. All building exteriors must be completed within six months from the date the construction commences.

c. No residence shall have less than 1,400 sq. ft. of living space, exclusive of porch area. No porch or projection of any building shall extend nearer than 50 feet to any road right of ways, nor nearer than 12-1/2 feet to the property line of any abutting property owner, nor within fifty (50) feet from the normal water elevation of any lake located within Seven Lakes Subdivision.

d. Plans and specifications must be submitted to the Building Committee of Longleaf, Incorporated for any structure or improvement to be erected on or moved upon or to any lot, the proposed location thereof on said lot or lots, the construction material to be used, the roof and exterior color schemes, as well as all remodeling, reconstruction, alteration, or additions thereto on any lot shall be subject to and shall require the approval of The Company, or its duly authorized agent before any such work is commenced. Said Company shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions or the rules and regulations promulgated by said Company or when,

(1) the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings or such lots or with the adjacent buildings or structures,

(2) the plans and specifications submitted are incomplete, or

(3) the Company deems the plans, specifications or details or any part thereof, to be contrary to the interest, welfare or rights or all or any part of the real property subject hereto, or the owners thereof. The decisions of the Committee shall be final. Neither the Committee, nor its agents, nor Longleaf Incorporated, nor its agents, shall be responsible for structural deficiencies, or any other defects, in plans or specifications submitted, revised or approved in accordance with the foregoing provisions.

e. No outside toilet shall be allowed on the premises. No untreated waste from any lot shall be permitted to enter any lake within Seven Lakes Subdivision. Each residential dwelling shall have an individual sanitary unit and the owner of said lot shall install a type of unit that complies in all respects with the requirements of the Moore County Health Department or other governing local authority. Each lot owner shall obtain approval from the appropriate legal authority prior to the installation of any sanitation system and shall further be bound by all orders or recommendations of such authority and/or authorities with regard to water supply to said lot, repair, alteration or replacement of the installed sanitary unit. No drain field or other disposal system shall be allowed nearer than seventy-five (75) feet to the normal water elevation of any lake located within Seven Lakes Subdivision.

(2) MAINTENANCE FEES, LIMITATIONS ON SALE: Each and every lot owner in the Seven Lakes Subdivision shall be subject to annual dues at the rate of \$150.00 per lot per fiscal year effective November 1, 1976; and for such greater or lesser amount as is approved by a majority of the members of Seven Lakes Landowners' Association, Inc. from time to time which he agrees to pay to Seven Lakes Landowners' Association, Inc., its successors and assigns, annually, commencing on the date of such property owners deed, for the improvement, maintenance and upkeep of the various areas reserved for the use of the property owners, as well as all private roads, lake basin and dam area, irrespective of whether the privileges of using such areas are exercised or not. Grantee, for himself, his heirs, executors and assigns further agrees that the charges herein set forth shall be and constitute a debt which may be collected by suit in any court of competent jurisdiction or otherwise; and that upon the conveyance of any part of the land described herein, the purchaser thereof and each and every successive owner and/or owners shall from the time of acquiring property covenant and agree, as aforesaid, to pay to Longleaf, Incorporated, its successors and assigns, all charges past and/or future as provided herein, and in strict accordance with, the terms and provisions hereof.

(3) NUISANCES: No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of Longleaf, Incorporated, or its successors or assigns. All lots must be kept in a tidy manner as determined by Longleaf, Incorporated, or its successors or assigns. Failure to do so will result in maintenance of said lot by Longleaf, Incorporated, or its successors or assigns, in which event a proper charge for the same will be assessed and collected as provided in Restriction Number 9 hereof.

(4) BOAT DOCKS: No boat docks, floats or other structures extending into a lake shall be constructed or placed into or on any lake within Seven Lakes Subdivision without prior written approval of the Building Committee. Use of the lakes shall be in compliance with the rules and regulations of Longleaf, Incorporated, its successors or assigns.

(5) UTILITY EASEMENTS: Longleaf, Incorporated, its successors or assigns, and licensees reserved an easement upon all 60 foot road rights-of-way, reserves a 15 foot wide easement along all road rights-of-way and a 5 foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining television cables, utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces, and anchors wherever necessary for said installations, operations or maintenance; together with the right to install, operate and maintain gas and water mains, sewer lines, culverts, and drainage ditches and other services and

appurtenances thereto, for the convenience of the property owners, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above. Exceptions:

1. where an owner of two or more adjoining lots constructs a building which shall not be subject to the aforementioned five foot easement unless it is shown on recorded plats;

2. no easement shall exist on that portion of any water front lot running along or abutting the shore line of any lake within Seven Lakes Subdivision unless shown on the recorded plats, except, however, Longleaf, Incorporated, for itself, its successors, assigns, and licensees reserves the right to cause or permit drainage of surface water over and/or through said lots. Longleaf Incorporated, its successors or assigns and licensees reserves an easement on, over or under all road rights-of-way for the purpose of installing, operating, and maintaining the above mentioned utilities and drainage. The owners of said property shall have no cause of action against Longleaf, Incorporated, its successors or assigns or licensees either at law or inequity excepting in case of any damages caused said property, by reason of willful negligence in installing, operating, removing or maintaining the above-mentioned installations.

(6) WATER AVAILABILITY, CONNECTION AND FEES: Grantee, his heirs or assigns, agrees that if and when a central water system is installed in the Subdivision and water made available to Grantee's property by installation of water mains that Grantee will, if and when water service is needed in connection with use of said property, subscribe to water service from central water system and make connection thereto and will pay the Company for use and availability of water, such sums and fees as allowed and approved by the North Carolina Utilities Commission, and in accordance with rules and regulations adopted by the Company and approved by the North Carolina Utilities Commission.

(7) THE PURCHASE of any lot or property adjacent to or bordering upon any of the man made lakes situated within the Subdivision shall not convey any right, title or interest in any property lying beneath the high water mark or such lake or to the surface waters there over, it being specifically understood and agreed that the Company retains the exclusive right and title to all lake basins and the water contained therein and to all of the property in areas designated as "recreation area". The Company further reserves the right to adopt, promulgate, and enforce such rules and regulations governing the use of all lakes, recreation areas and Clubhouses lying and being upon the property.

(8) THE BUILDING COMMITTEE shall have the right, in its absolute discretion, to waive any of the foregoing conditions or restrictions upon being shown that the same is unreasonable or unfeasible, as applied to any particular lot or lots in said subdivision.

(9) DEFINITIONS: The following terms used in the foregoing restrictions are hereby defined as follows:

(a) "Association" shall mean 7 Lakes Landowners' Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

(b) "Building Committee" refers to the group of persons appointed by Longleaf, Incorporated, as its agents, to regulate the use of the property and perform the duties herein set forth for such committee and such other duties as delegated to it by Longleaf, Incorporation.

(c) "Common Facilities" shall mean all real property together with all personal property used in connection therewith, now or hereafter owned or leased by the Association for the common use and enjoyment of the lot owners.

(d) "Declaration" shall mean, collectively, the Declaration of Restrictive Covenants of Seven Lakes Subdivision recorded in Book 367, Page 537, Moore County Registry and the Declaration of Restrictive Covenants of Seven Lakes Country Club recorded in Book 399, at Page 523, Moore County Registry, and

the amendments to each of these Declarations including this amendment that are recorded in the office of the Register of Deeds of Moore County, North Carolina.

(e) "Developer" shall mean Seven Lakes Development Company, a North Carolina corporation, its assigns, and any persons or entities succeeding to its respective rights and obligations under the Declaration.

(f) "grantee" refers to any person, persons, firm or corporation to whom any property conveyed and to their successors, in title or interest.

(g) "Lot" shall mean any numbered plot of land shown upon any recorded subdivision map as described in Exhibit 1 attached hereto and all additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

(h) "Lot Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

(i) "lot or property" refers to any piece or parcel of real estate situated within the boundaries of Seven Lakes Subdivision as shown and delineated on the map thereof made by Pate, Mullins and Associates, Engineers.

(j) "the company" refers to Longleaf, Incorporated, its successors, assigns or licensees.

(10) Membership. Each Lot Owner, except Developer, of a lot shall be a member of the Association. Each member of the Association shall be entitled on all issues to vote in accordance with the Charter and By-Laws of the Association.

(11) Rights and Obligations of the Association.

(a) The Association shall be responsible for the exclusive management, maintenance and control of the Common Facilities and shall keep the Common Facilities in good, clean, attractive and sanitary condition, order and repair.

(b) The Association, through action of its Board of Directors, may acquire, hold, lease and dispose of tangible and intangible personal property and real property upon such terms and conditions as the Board deems desirable and in the best interests of the Association. The Board, acting on behalf of the Association, may accept any real or personal property, leasehold or other property interest within the Properties conveyed to it by the Developer.

(c) The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Common Facilities, which rules and regulations shall be consistent with the rights and duties established by the Declaration. The Board, acting on behalf of the Association, shall also have the power to seek relief in any court of competent jurisdiction for violations of its rules and regulations and to enforce any and all obligations imposed upon the Association's members by such rules and regulations or the Association's By-Laws. Imposition of remedies shall be as provided in the Association's By-Laws.

(d) The Association, through its Board of Directors, may enter into agreements with other landowners' or homeowners' associations to allow members of such other associations to use the Common Facilities for a reasonable fee and/or in exchange for the right of the Association's members to use the common facilities of such other associations.

(12) Assessments.

(a) Creation of the Lien and Personal Obligation of Assessments. Except for the Developer, each Lot Owner within the Properties as well as each future Lot Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments (also referred to as "annual dues") and

(2) special assessments for capital improvements (such annual and special assessments to be established and collected as hereinafter provided). The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs 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 fell due, but the personal obligation for any delinquent assessment shall not pass to his successors in title unless expressly assumed by them. The Developer pays no dues or charges of any kind except for lots it owns on which a residence is located.

(b) Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Lots and in particular for the acquisition, improvement, maintenance and operation of the Common Facilities, roads, and other services and facilities devoted to this purpose and operation, including, but not limited to, the costs of repairs, replacements and improvements, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Facilities, the procurement and maintenance of insurance in accordance with the Association's by-laws, the employment of attorneys to represent the Association when necessary, and such other common needs as may arise.

(c) Computation of Assessment. It shall be the duty of the Association's Board of Directors, at least 60 days before the beginning of each fiscal year and 30 days prior to the meeting at which the dues and assessments structure shall be presented to the membership of the Association, to prepare a budget covering the estimated costs of the coming year. The budget may include a capital contribution establishing a reserve fund in accordance with a separate capital budget. The Board shall cause a copy of the amount of the assessments to be levied against each Lot for the following year to be delivered to each Lot Owner at least 15 days prior to the membership meeting. The assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the total ballots cast by the membership. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed assessments or the Board fails for any reason so to determine the annual assessments for the succeeding year, then and until such time as the annual assessments shall have been determined as provided herein, the annual assessments in effect for the then current year shall continue for the succeeding year.

(d) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any fiscal year, a special assessment for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Facilities, including Fixtures and personal property related thereto, and roads, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. This provision shall in no way affect the Annual Assessments of the Association or any other fees imposed by the Association for the use and enjoyment of common facilities.

(e) Rate of Annual Assessments. The Association shall determine the rate of annual assessment and establish one or more categories of Lots and assessments as it, in its discretion, deems proper as set forth in the Charter and Bylaws of the Association.

(f) Date and Commencement of Annual Assessments. The annual assessments provided for herein shall be collected on an annual basis and shall commence on the first day of the month following the conveyance of such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year after recording of this Amendment for the purposes of creating a lien upon properties. 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.

(g) Lien for Assessments. Any annual or special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest established by the Board of Directors at the beginning of each fiscal year, costs of collection, Court costs, and reasonable attorney's fees shall constitute a lien against the Lot upon which such assessment is levied at the time the Association records the notice of the same in the Office of the Clerk of Superior Court of Moore County. The Association also may file a suit to collect such delinquent assessments and charges. The Association may file Notice of Lis Pendens, bring an action at law against the owner personally obligated to pay the same and/or bring an action to foreclose the lien against the property. No Lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common facility or abandonment of his Lot.

(h) Subordination of the Lien to Mortgages. The assessment liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust on all or any portion of the Lots. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for herein. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof, which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

(13) Lot Owners' Easements of Enjoyment. Every Lot Owner shall have a right and easement of enjoyment in and to the Common Facilities, which shall be appurtenant to and shall pass with the title to every Lot, subject to:

(a) The right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any of the Common Facilities;

(b) The right of the Association to suspend the voting rights and right to use of the common facilities by a Lot Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and,

(c) The right of the Association to impose regulations for the use and enjoyment of the Common Facilities, which regulations may further restrict the use of the Common Facilities.

A Lot Owner may delegate, in accordance with the Association's by-laws, his rights of enjoyment of the Common Facilities only to the members of his immediate family, tenants of his Lot, contract purchasers who reside on the Lot and guests of any of the foregoing.

(14) Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all liens, assessments and charges now or hereafter imposed by or arising under the provisions of the Declaration. Failure by the Association to enforce any liens, assessments and charges herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(15) Clotheslines, Garbage Cans, Etc.. All clotheslines, equipment, garbage cans, service yards, wood piles and storage piles shall be kept screened by adequate planting or fencing not to exceed six (6) feet, or as approved by Developer, so as to conceal them from view of neighboring residences and streets. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

(16) The Declarations of Restrictive Covenants previously recorded and identified in Section 1(d) above are hereby affirmed and are only amended as stated herein and by any previously recorded amendments.

(17) If any provision contained herein should be determined by a Court of competent jurisdiction to be invalid as to any Lot owners then, and in that event, the same shall be invalid as to all Lot owners.

(18) NOTWITHSTANDING ANYTHING CONTAINED HEREIN, THE DEVELOPER HEREUNDER, THE DEVELOPER OF RAMAPO VILLAGE, AND ANY ENTITIES SUCCEEDING TO THEIR RIGHTS, SHALL NOT BE REQUIRED TO PAY ANY ASSESSMENT WITH RESPECT TO ANY LOT OR LOTS NOW OR HEREAFTER OWNED BY SAID DEVELOPERS EXCEPT FOR LOTS IT OWNS ON WHICH A RESIDENCE IS LOCATED.

(19) COVENANTS RUNNING WITH THE LAND, DURATION OF RESTRICTIONS: These restrictions shall be considered as covenants running with the land, and shall bind the Grantees, their heirs, executors, administrators, successors, and assigns, and if said Grantees, their heirs, executors, administrators, successors or assigns shall violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any person, persons, or legal entity owning any land in the subdivision to prosecute by proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent him or them from doing so, and to recover damages for such violation.

IN WITNESS WHEREOF, Longleaf, Incorporated has caused this instrument to be executed by its duly authorized officers and its seal affixed hereto, this the 8th day of June 1973.

EXHIBIT 1

The following plats and properties constitute the real property known as Seven Lakes South:

- 1. All those properties shown in Plat Cabinet 1, Slides 36B, 37, 37B, 38, 38B, 39, and 40.
- 2. Properties shown on original recorded plat in Plat Cabinet 1, Slide 39B and amendments thereto recorded in Plat Cabinet 1, Slide 194B; Plat Cabinet 2, Slides 31, 189, 222, 272, 303, and 386; and Plat Cabinet 3, Slide 69.

The following properties designate the real property located in Seven Lakes North:

- 1. All properties shown on plats recorded in Map Book 11, at Pages 1 through 16 of the Moore County Registry.
- 2. Pinecone Section recorded in Plat Cabinet 1, Slide 348.
- 3. Revision of Pinecone Section recorded in Plat Cabinet 2, Slide 347.
- 4. Further revision of Pinecone Section recorded in Plat Cabinet 3, Slide 170.
- 5. Addition to Timberlake Section recorded in Plat Cabinet 1, Slide 155B.

6. Addition to Echo West Section recorded in Plat Cabinet 2, Slide 105.
7. Addition to Sequoia North Section recorded in Plat Cabinet I, Slide 50B.
8. Recorded Map of Ramapo Village in the Moore County Registry.

SOUTH SIDE RESTATED

DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that Peter V. Tufts and Associates, a limited partnership with Longleaf Inc., a corporation reorganized and existing under the laws of the State of North Carolina, Peter V. Tufts and David Alan Shaw being the General Partners thereof owners of the property hereinafter referred to as Declarant, does hereby covenant and agree to and with all persons, firms or corporations, who may become owners of the property hereinafter described or any part thereof lying and being in Mineral Springs Township, Moore County, North Carolina, and more particularly described as follows:

All of those certain lots or parcels of land shown and delineated on those certain maps entitled "Seven Lakes Country Club", made by Pate-Mullins and Associated, P.A., dated August 15, 1974 which maps are recorded in the Moore County Registry, Carthage, North Carolina, as follows: Plat Cabinet 1 Slides 36b, 3, 37b, 38, 38b, 39, and 40; to which maps reference is hereby made for a further and more complete description of said lots and parcels of land.

WITNESSETH:

THAT said lots or parcels of land are hereby impressed with and subjected to the following restrictions and conditions, which are hereby made covenants and restrictions running with said lands by whomsoever owned or hereafter acquired to wit:

(1) RESIDENTIAL LOTS:

- a. Said lots shall be used exclusively for residential purposes.
- b. Not more than one single family dwelling house may be erected or construction on any one residential lot, nor more than one building for garage or storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall have tar paper, roll brick siding or similar material on outside walls. No house trailers, mobile homes, campers, tents, utility or storage building, canopies, or similar structures shall be erected, moved to or placed upon said residential lot.
- c. All one-story residences shall have no less than 1800 square feet heated area, exclusive of porch area provided
 - (a) a one-story residence may have 1700 sq. ft. heated area provided it has an attached, enclosed two-car garage
 - (b) that each foot of screened-in porch area shall be considered as one-half foot in computing the total square footage of heating area.
- d. All two and three-story residences shall have no less than 2200 sq. ft. heated area, exclusive of porch area provided that each foot of screened-in porch area shall be considered as one-half foot in computing the total square footage of heating area.
- e. Plans and specifications, including front side and rear elevations must be submitted in duplicate to such person or persons as may be designated by the Declarant for any structure or improvement to be erected on or moved upon or to any lot, the proposed location thereof on said lot or lots, the construction material to be used, the roof and exterior color schemes, as well as all remodeling, reconstruction, alteration, or additions thereto on any lot shall be subject to and shall require the approval of such person or persons before any such work is commenced. Said Declarant shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are

not in accordance with all of the provisions of these restrictions or the rules and regulations promulgated by said Declarant or when

- (1) the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lots or with the adjacent buildings or structures,
- (2) the plans and specifications submitted are incomplete, or
- (3) the Declarant deems the plans, specifications or details or any part thereof, to be contrary to the interest, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Declarant or its representatives shall be final. Neither the Declarant nor its agents shall be responsible for structural deficiencies, or any other defects in plans or specifications submitted, revised or approved in accordance with the foregoing provisions.

- f. No outside toilet shall be allowed on the premises. No untreated waste from any lot shall be permitted to enter any lake or stream within the subdivision. Each residential dwelling shall have an individual sanitary unit and the owner of said Lot shall install a type of unit that complies in all respects with the requirements of the Moore County Health Department or other governing legal authority. Each lot owner shall obtain approval from the appropriate legal authority prior to the installation of any sanitation system and shall further be bound by all orders or recommendations of such authority and/or authorities with regard to water supply to said lot, repair, alteration or replacement of the installed sanitary unit. No drain field or other disposal system shall be allowed nearer than seventy five (75) feet to the normal water elevation of any lake located within the subdivision.
- g. No lot shall be subdivided except as herein provided, and only one single dwelling (which also may include a detached garage or servants' quarters) shall be erected on any one lot.
- h. The Owner expressly reserved to itself, its successors or assigns, the right to re-plat any two (2) or more lots in any section on the plat of any subdivision prior to their sale in order to create a modified building lot or lots, provided that no lot originally shown on any recorded plat be reduced by more than twenty percent (20%) from its original size. The restrictions and covenants herein apply to each such building lot or lots so created.

(2) No single-family dwelling shall consist of more than three stories, exclusive on any basement.

(3) The exterior of all houses and other structures and all landscaping must be completed within nine months after the construction of the same shall have commenced, except in such cases where completion is impossible or would result in great hardship to the Buyer or builder because of strikes, fires, national emergencies or natural calamities.

(4) A minimum of two (2) off-street parking spaces for automobiles must be provided for each dwelling, and must be completed before the occupancy of the dwelling.

(5) No portion of any single or multi-family dwelling or any other building or structure shall be located on any lot nearer than fifty (50) feet to the front lot line, or nearer than forty (40) feet to any side street line. No portion of any single or multi-family dwelling or other building or structure shall be located nearer than fifteen (15) feet to an interior lot line.

(6) MAINTENANCE FEES, LIMITATIONS ON SALE: Each and every lot owner in the Seven Lakes Subdivision shall be subject to annual dues at the rate of \$150.00 per lot per fiscal year effective November 1,

1976; and for such greater or lesser amount as is approved by a majority of the members of Seven Lakes Landowners' Association, Inc. from time to time which he agrees to pay to Seven Lakes Landowners' Association, Inc., its successors and assigns, annually, commencing on the date of such property owners deed, for the improvement, maintenance and upkeep of the various areas reserved for the use of the property owners, as well as all private roads, lake basin and dam area, irrespective of whether the privileges of using such areas are exercised or not. Grantee, for himself, his heirs, executors and assigns further agrees that the charges herein set forth shall be and constitute a debt which may be collected by suit in any court of competent jurisdiction or otherwise; and that upon the conveyance of any part of the land described herein, the purchaser thereof and each and every successive owner and/or owners shall from the time of acquiring property, covenant and agree, as aforesaid, to pay to Seven Lakes Landowners' Association, Inc., its successors and assigns, all charges past and/or future as provided herein, and in strict accordance with, the terms and provisions hereof.

(7) NUISANCES: No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All lots must be kept in a tidy manner as determined by Declarant, or its successors or assigns. Failure to do so will result in maintenance of said lot by the developer, or its successors or assigns, in which event a proper charge for the same will be assessed and collected by Declarant.

(8) ANIMALS AND PETS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the property, except that dogs, cats or other household pets may be kept by the respective owners in their respective residences provided that they are not kept, bred or maintained for any commercial purpose and do not endanger the health or, in the sole discretion of the Declarant, unreasonably disturb the owner of any residence or any resident thereof.

(9) SIGNS AND BUSINESS ACTIVITIES: No advertising signs, bill boards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the property, nor shall the property be used in any way or for any purpose which may endanger the health of or unreasonably disturb the owner of any residence or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of the property; provided, however, the foregoing covenants shall not apply to the business activities of the Declarant, its agents or assigns during the construction and sale period.

(10) CLOTHESLINES, GARBAGE CANS, ETC.: All clotheslines, equipment, garbage cans, service yards, wood piles and storage piles shall be kept screened by adequate planting or fencing not to exceed six (6) feet, or as approved by Developer, so as to conceal them from view of neighboring residences and streets. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

(11) BOAT DOCKS: No boat docks, floats or other structures extending into a lake shall be constructed or placed into or on any lake within Seven Lakes Country Club Subdivision.

(12) UTILITY EASEMENTS: Declarant, its successors or assigns, and licensees reserves an easement upon all forty-four (44) foot road rights-of-way, reserves a 15 foot wide easement along all road rights-of-way and a five (5) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining television cables, utility lines and mains thereon, together with the rights to trim and/or cut or remove trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary for said installations, operations or maintenance; together with the right to install, operate and maintain gas and water mains, sewer lines, culverts, and drainage ditches and other services and appurtenances thereto, for the convenience of the property owners, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above. Exceptions:

1. Where an owner of two or more adjoining lots constructs a building which shall not be subject to the aforementioned five foot easement unless it is shown on recorded plats;

2. No easement shall exist on that portion of any water front lot running along or abutting the shore line of any lake within the subdivision unless shown on the recorded plats, except, however, Declarant, for itself, its successors, assigns, and licensees reserves an easement on, over, or under all road rights of way for the purpose of installing, operating, and maintaining the above-mentioned utilities and drainage. The owners of said property shall have no cause of action against Declarant, its successors or assigns or licensees either at law or in equity excepting in case of any damages caused said property, by reason of willful negligence in installing, operating, removing or maintaining the above-mentioned installations.

(13) WATER AVAILABILITY, CONNECTION AND FEES: Grantee his heirs or assigns, agrees that if and when a central water system is installed in the subdivision and water made available to Grantee's property by installation of water mains that Grantee will subscribe to water service from central water system and make connection thereto when construction of improvements is begun on the residential lot and will pay the Company for use and availability of water, such sums and fees as allowed and approved by the North Carolina Utilities Commission, and in accordance with rules and regulations adopted by the Company and approved by the North Carolina Utilities Commission. Water availability fees may be charged irrespective of connection to the central water system.

(14) THE PURCHASE of any lot or property adjacent to or bordering upon any of the man-made lakes situated within the subdivision shall not convey any right, title or interest in any property lying beneath the high water mark of such lake or to the surface waters there over, it being specifically understood and agreed that the Company retains the exclusive right and title to all lake basins and the water contained therein. The Company further reserves the right to adopt, promulgate, and enforce such rules and regulations governing the use of all lakes, recreation areas and Clubhouses lying and being upon the property.

(15) The Declarant or its agent shall have the right, in its absolute discretion, to waive any of the foregoing conditions or restrictions upon being shown that the same is unreasonable or unfeasible, as applied to any particular lot or lots in said subdivision.

(16) DEFINITIONS: The following terms used in the foregoing restrictions are hereby defined as follows:

- (a) "**Association**" shall mean 7 Lakes Landowners' Association, Inc., a North Carolina non profit corporation, its successors and assigns.
- (b) "**Common Facilities**" shall mean all real property together with all personal property used in connection therewith, now or hereafter owned or leased by the Association for the common use and enjoyment of the lot owners.
- (c) "**Declaration**" shall mean, collectively, the Declaration of Restrictive Covenants of Seven Lakes Subdivision recorded in Book 367, Page 537, Moore County Registry and the Declaration of Restrictive Covenants of Seven Lakes Country Club recorded in Book 399, at Page 523, Moore County Registry, and the amendments to each of these Declarations including this amendment that are recorded in the office of the Register of Deeds of Moore County, North Carolina.
- (d) "**Developer**" shall mean Seven Lakes Development Company, a North Carolina corporation, its assigns, and any persons or entities succeeding to its respective rights and obligations under the Declaration.
- (e) "**grantee**" refers to any person, persons, firm or corporation to whom any property conveyed and to their successors, in title or interest.

- (f) "Lot" shall mean any numbered plot of land shown upon any recorded subdivision map as described in Exhibit 1 attached hereto and all additions thereto as may hereafter be brought within the jurisdiction of this Declaration.
- (g) "Lot Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.
- (h) "lot or property" refers to any piece or parcel of real estate situated within the boundaries of Seven Lakes Country Club Subdivision, as shown and delineated on the map thereof made by Pate-Mullins and Associates, P. A..

(17) No structure of a temporary character, camper, trailer home, tent, shack, barn, treehouse or other similar out-building structures shall be placed on any lot at any time, either temporarily or permanently without written approval of the declarant.

(18) **LEASING OF RESIDENCES:** Entire residences may be rented, as may be approved or otherwise provided for by the Seven Lakes Landowners' Association's Board of Directors. No room may be rented and no transient tenants accommodated. This Section 18 shall not apply however, to any lease or leases which may be entered into by the Declarant.

(19) Mailboxes, design and location are subject to approval of Declarant or their representatives unless and until a central mail station is constructed and put into use at which time all individual boxes shall be removed and no more mailboxes approved.

(20) No motor boat exceeding 18 ft. in length shall be parked or stored temporarily or otherwise on any residential lot.

(21) All exterior lights shall be attached to the house and be no higher than eaves except for standard lamp posts and walk-way lights.

(22) "The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company by the owner of each building."

(23) No T.V. antennas more than 24" higher than house will be allowed. All such antennas must be attached to the house. No towers shall be allowed.

(24) No fences of shrubbery or other material shall be constructed without prior written approval of Declarant or such person or persons as they may designate.

(25) **Membership.** Each Lot Owner, except Developer, of a lot shall be a member of the Association. Each member of the Association shall be entitled on all issues to vote in accordance with the Charter and By-Laws of the Association.

(26) **Rights and Obligations of the Association.**

- (a) The Association shall be responsible for the exclusive management, maintenance and control of the Common Facilities and shall keep the Common Facilities in good, clean, attractive and sanitary condition, order and repair.

- (b) The Association, through action of its Board of Directors, may acquire, hold, lease and dispose of tangible and intangible personal property and real property upon such terms and conditions as the Board deems desirable and in the best interests of the Association. The Board, acting on behalf of the Association, may accept any real or personal property, leasehold or other property interest within the Properties conveyed to it by the Developer.
- (c) The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Common Facilities, which rules and regulations shall be consistent with the rights and duties established by the Declaration. The Board, acting on behalf of the Association, shall also have the power to seek relief in any court of competent jurisdiction for violations of its rules and regulations and to enforce any and all obligations imposed upon the Association's members by such rules and regulations or the Association's By-Laws. Imposition of remedies shall be as provided in the Association's By-Laws.
- (d) The Association, through its Board of Directors, may enter into agreements with other landowners' or homeowners' associations to allow members of such other associations to use the Common Facilities for a reasonable fee and/or in exchange for the right of the Association's members to use the common facilities of such other associations.

(27) Assessments.

- (a) **Creation of the Lien and Personal Obligation of Assessments.** Except for the Developer, each Lot Owner within the Properties as well as each future Lot Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:
 - (1) annual assessments (also referred to as "annual dues") and
 - (2) special assessments for capital improvements (such annual and special assessments to be established and collected as hereinafter provided). The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs 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 fell due, but the personal obligation for any delinquent assessment shall not pass to his successors in title unless expressly assumed by them. The Developer pays no dues or charges of any kind except for lots it owns on which a residence is located.
- (b) **Purpose of Annual Assessments.** The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Lots and in particular for the acquisition, improvement, maintenance and operation of the Common Facilities, roads, and other services and facilities devoted to this purpose and operation, including, but not limited to, the costs of repairs, replacements and improvements, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Facilities, the procurement and maintenance of insurance in accordance with the Association's by-laws, the employment of attorneys to represent the Association when necessary, and such other common needs as may arise.
- (c) **Computation of Assessment.** It shall be the duty of the Association's Board of Directors, at least 60 days before the beginning of each fiscal year and 30 days prior to the meeting at which the dues and assessments structure shall be presented to the membership of the Association, to prepare a budget covering the estimated costs of the coming year. The budget may include a capital contribution establishing a reserve fund in accordance with a separate capital budget. The

Board shall cause a copy of the amount of the assessments to be levied against each Lot for the following year to be delivered to each Lot Owner at least 15 days prior to the membership meeting. The assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the total ballots cast by the membership. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed assessments or the Board fails for any reason so to determine the annual assessments for the succeeding year, then and until such time as the annual assessments shall have been determined as provided herein, the annual assessments in effect for the then current year shall continue for the succeeding year.

- (d) **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any fiscal year, a special assessment for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Facilities, including Fixtures and personal property related thereto, and roads, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. This provision shall in no way affect the Annual Assessments of the Association or any other fees imposed by the Association for the use and enjoyment of common facilities.
- (e) **Rate of Annual Assessments.** The Association shall determine the rate of annual assessment and establish one or more categories of Lots and assessments as it, in its discretion, deems proper as set forth in the Charter and Bylaws of the Association.
- (f) **Date and Commencement of Annual Assessments.** The annual assessments provided for herein shall be collected on an annual basis and shall commence on the first day of the month following the conveyance of such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year after recording of this Amendment for the purposes of creating a lien upon properties. 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.
- (g) **Lien for Assessments.** Any annual or special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest established by the Board of Directors at the beginning of each fiscal year, costs of collection, Court costs, and reasonable attorney's fees shall constitute a lien against the Lot upon which such assessment is levied at the time the Association records the notice of the same in the Office of the Clerk of Superior Court of Moore County. The Association also may file a suit to collect such delinquent assessments and charges. The Association may file Notice of Lis Pendens, bring an action at law against the owner personally obligated to pay the same and/or bring an action to foreclose the lien against the property. No Lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common facility or abandonment of his Lot.
- (h) **Subordination of the Lien to Mortgages.** The assessment liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust on all or any portion of the Lots. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for herein. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

(28) Lot Owners' Easements of Enjoyment. Every Lot Owner shall have a right and easement of enjoyment in and to the Common Facilities which shall be appurtenant to and shall pass with the title to every Lot, subject to:

- (a)** The right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any of the Common Facilities;
- (b)** The right of the Association to suspend the voting rights and right to use of the common facilities by a Lot Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and,
- (c)** The right of the Association to impose regulations for the use and enjoyment of the Common Facilities which regulations may further restrict the use of the Common Facilities.

A Lot Owner may delegate, in accordance with the Association's by-laws, his rights of enjoyment of the Common Facilities only to the members of his immediate family, tenants of his Lot, contract purchasers who reside on the Lot and guests of any of the foregoing.

(29) Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all liens, assessments and charges now or hereafter imposed by or arising under the provisions of the Declaration. Failure by the Association to enforce any liens, assessments and charges herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(30) The Declarations of Restrictive Covenants previously recorded and identified in Section 1(d) above are hereby affirmed and are only amended as stated herein and by any previously recorded amendments.

(31) If any provision contained herein should be determined by a Court of competent jurisdiction to be invalid as to any Lot owners then, and in that event, the same shall be invalid as to all Lot owners.

(32) NOTWITHSTANDING ANYTHING CONTAINED HEREIN, THE DEVELOPER HEREUNDER, THE DEVELOPER OF RAMAPO VILLAGE, AND ANY ENTITIES SUCCEEDING TO THEIR RIGHTS, SHALL NOT BE REQUIRED TO PAY ANY ASSESSMENT WITH RESPECT TO ANY LOT OR LOTS NOW OR HEREAFTER OWNED BY SAID DEVELOPERS EXCEPT FOR LOTS IT OWNS ON WHICH A RESIDENCE IS LOCATED.

(33) Peter V. Tufts & Associates does hereby reserve the right to use Lots Nos. 2054, 2055, 2073, 2466, as shown and delineated upon the maps to which reference is hereinabove made, for the purpose of installation and maintenance of well and pumps to serve a central water system and for the purpose of construction and maintenance of housing or shelter of water pumping facilities. In the event that one or more of the aforesaid lots is used by Peter V. Tufts & Associates for central water system purposes, such lot or lots shall not be subject to the restrictive covenants established for residential lots by the Declaration of Restrictive Covenants recorded in Deed Book 399 at page 523, Moore County Registry.

(34) If Peter V. Tufts & Associates shall sell and convey one or more of the aforesaid four lots for residential purposes, then Peter V. Tufts & Associates shall be deemed to have waived and relinquished its right herein reserved to use the lot or lots so conveyed for central water system purposes. Any one or more of the aforesaid four lots which shall be so sold and conveyed by Peter V. Tufts & Associates shall remain and be deemed subject to the restrictive covenants established by Declaration of Restrictive Covenants executed by Peter V. Tufts & Associates and recorded in Deed Book 399 at page 523, Moore County Registry, to the same extent as if Peter V. Tufts & Associates had never reserved the right to use such lot or lots for purposes of a central water system.

(35) COVENANTS RUNNING WITH THE LAND, DURATION OF RESTRICTIONS: These restrictions shall be considered as covenants running with the land, and shall bind the Grantees, their heirs, executors, administrators, successors and assigns, and if said Grantees, their heirs, executors, administrators, successors or assigns shall violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any person, persons, or legal entity owning any land in the subdivision to prosecute by proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent him or them from doing so, and to recover damages for such violation.

IN WITNESS WHEREOF, PETER V. TUFTS AND ASSOCIATES has caused this instrument to be executed by its General Partners, this the 10th day of September, 1975.

PETER V. TUFTS AND ASSOCIATES
BY: Longleaf, Inc., General Partners

DECLARATION OF RESTRICTIVE COVENANTS

RAMAPO VILLAGE

KNOW ALL MEN BY THESE PRESENTS, that COMMERCIAL LAND COMPANY, a limited partnership, having as its General Partners, Fred R. Lawrence, hereinafter called "Declarant" does hereby covenant and agree to and with all persons, firms and corporations who may become owners of the property hereinafter described or any part thereof lying and being in Mineral Springs Township, Moore County, North Carolina, and more particularly described as follows:

BEGINNING at a concrete monument, designated Control Corner, N.C. Grid Coordinates N.-553,777.118, E.-1,826,861.186; thence South 82 degrees 59 minutes 26 seconds West 725.00 feet; thence North 71 degrees 54 minutes, 01 seconds West 360.84 feet; thence North 34 degrees 37 minutes 49 seconds West 600.00 feet to a concrete monument; thence North 55 degrees 22 minutes 11 seconds East 1,615.00 feet to a concrete monument; thence North 55 degrees 17 minutes 12 seconds East 197.41 feet to a concrete monument; thence South 03 degrees 14 minutes 26 seconds West 1,550.00 feet to the point of beginning, containing 34.65 acres, more or less, being a portion of the Commercial Land Company Property as recorded in Deed Book 467 at Page 706, Moore County Registry, and also being the property known and to be known as "Ramapo Village" as shown and platted on maps filed or to be filed in the Moore County Registry.

WITNESSETH;

That the tract of land hereinabove described (as well as any lots or parcels into which the aforesaid tract shall be subdivided) is hereby impressed with and subjected to the following restrictions and conditions, which are hereby made covenants and restrictions running with the aforesaid lands by whomsoever owned or hereafter acquired, to wit:

(1) TOWNHOUSE RESIDENTIAL LOTS:

- A.** All lots or parcels of land included in the tract hereinabove described shall be used exclusively for residential purposes, except that dwellings situated upon the aforesaid property may be rented or leased, for residential use only.
- B.** Declarant reserves the right to divide the tract hereinabove described into lots or parcels of such size, shape and configuration as Declarant may in its sole discretion determine and Declarant further reserves the right to establish and open streets or roadways over and across the aforesaid lands in such places and configuration as Declarant, in its sole discretion, may deem appropriate, provided, however, that this reservation shall not be construed to allow Declarant to open or establish any street or roadway over or across any lot or parcel once such lot or parcel has been sold and conveyed by Declarant. When the dimensions of any lot or parcel have been established by Declarant and such lot or parcel shall have been sold and conveyed by Declarant, such lot or parcel shall not be further subdivided by the purchaser or successors in title.
- C.** All residences shall have a minimum of 1300 square feet ground floor area or first floor heated area, exclusive of porch area and garage area, provided that each square foot of screened porch area or enclosed garage area shall be considered as one-half square foot in computing the total area requirement.
- D.** No more than one single family dwelling may be erected or constructed on any one residential lot; No house trailers, mobile homes, campers, tents, utility or storage building, canopies, or any other outbuilding shall be erected or placed upon any portion of the property hereinabove described.

E. Plans and specifications, including front, side and rear elevations must be submitted in duplicate to Declarant, or to such person or persons as may be designated by the Declarant, for any structure or improvement to be erected on or moved upon or to any lot; such plans and specifications, including the proposed location of such structures or improvements upon such lot, the construction material to be used, the roof and exterior color schemes, as well as all remodeling, reconstruction, alteration or additions thereto shall be subject to and shall require the approval of Declarant or such person or persons as Declarant may designate before any such construction or improvement is commenced. Declarant shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all the provisions of these restrictions or the rules and regulations promulgated by said Declarant or when

(1) the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings or with the adjacent buildings or structures,

(2) the plans and specifications submitted are incomplete, or

(3) the Declarant deems the plans, specifications or welfare or rights of all or any part of the real property subject to these restrictions or the owners thereof. Owners of lots within the tract hereinabove described shall obtain specific approval of the location of any building or structure upon such lots prior to the commencement of construction. Declarant may withhold approval of a proposed location in its discretion and shall not be bound to approve the proposed location of a dwelling merely because such proposed location does not conflict with setback provisions of these restrictions. The decisions of the Declarant or its representatives shall be final. Neither the Declarant nor its agent shall be responsible for structural deficiencies or any other defects in plans or specifications submitted, revised or approved in accordance with the foregoing provisions. No structure or improvement shall be erected or constructed with exposed concrete block or exposed pier foundation.

F. No outside toilet shall be allowed on the premises. No untreated waste from any lot shall be permitted to enter any lake or stream. Each residential dwelling shall be properly connected to a common sanitary septic unit. Each lot owner shall obtain all required approval from the appropriate legal authority prior to connecting his or her dwelling with such sanitary unit.

(2) No single family dwelling shall consist of more than two stories, exclusive of any basement.

(3) The exterior of all dwellings and other structures, including landscaping, must be completed within nine months after the construction of same shall have commenced, except in such cases where it is impossible or would result in great hardship to the owner or builder because of strikes, fires, national emergencies or natural calamities.

(4) A minimum of two off-street parking spaces for automobiles must be provided for each dwelling, and must be completed before the dwelling is occupied.

(5) No portion of any dwelling or any other building or structure shall be located on any lot nearer than thirty feet to the front lot line or nearer than twenty feet to any side street line, nor nearer than twenty five feet from the rear lot line.

(6) MAINTENANCE FEES; LIMITATIONS ON SALE: Each owner of any lot or parcel within the tract hereinabove described shall be subject to and shall be required to pay the current dues of the Seven Lakes Landowners' Association, Inc., its successors and assigns, annually, commencing on the date such property is conveyed by Declarant, its successors and assigns, to an individual lot owner, such dues being for the improvement, maintenance and upkeep of the various areas reserved for the use of Seven Lakes property owners as well as all private roads, lake basins and dam areas, irrespective of whether the privilege of using

such areas is exercised or not. Purchasers of such lots, by acceptance of a deed conveying any portion of the property which is subject to these restrictions, agrees for themselves, their heirs, executors, administrators and assigns, that the dues established and charged by Seven Lakes Landowners' Association, Inc. shall be and constitute a debt which may be collected by suit in any court of competent jurisdiction or otherwise; and henceforth that upon the conveyance of any part of the land hereinabove described, the purchaser thereof and each and every successive owner and/or owners shall from the time of acquiring such property covenant and agree, as aforesaid, to pay to Seven Lakes Landowners' Association, Inc., its successors and assigns, all charges and dues, past and/or future which shall be established by such organization; and such charges and dues shall constitute a lien upon the respective lot against which same are assessed, enforceable as by law provided. In addition to joining Seven Lakes Landowners' Association, Inc. and paying the current dues established by Seven Lakes Landowners' Association, Inc., a majority of the owners of residential lots situated within the tract hereinabove described, shall have the right to form and organize an association of owners of such lots and all owners shall agree to join such organization and shall pay all dues and charges established by such organization. It is anticipated that such association will be organized for the purpose of maintenance and upkeep of the residential lots situated within the tract of land hereinabove described. The lot owner's obligation to pay dues and charges of this Association shall be the same as the lot owner's obligation to pay dues and charges of Seven Lakes Landowners' Association, Inc. and the Declarant's right to enforce such payment shall be identical to Declarant's right to enforce payment of dues and charges of Seven Lakes Landowners' Association, Inc.

(7) NUISANCES: No noxious or offensive activity shall be permitted on any lot. Nothing shall be done or suffered to be done upon any lot which may be or become an annoyance or nuisance to the neighborhood. All lots must be kept in a tidy manner as determined by Declarant, its successors or assigns. If an individual lot owner or organization of owners of lots situated within the property hereinabove described shall fail to properly maintain said lots, such failure will result in maintenance of such lot or lots by the Declarant, its successors or assigns, in which event a proper charge for such maintenance will be assessed and collected by Declarant.

(8) ANIMALS AND PETS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the property, except that dogs, cats or other household pets may be kept by the respective owners in their respective residences provided that they are not kept, bred or maintained for any commercial purpose and do not endanger the health or, in the sole discretion of the Declarant, unreasonably disturb the occupants of any residence, and provided such animals are restrained by leash whenever outside owner's dwelling.

(9) SIGNS AND BUSINESS ACTIVITIES: No advertising signs, bill boards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the property, nor shall the property be used in any way or for any purpose which may endanger the health of or unreasonably disturb the owner of any residence or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of the property; provided, however, the foregoing covenants shall not apply to the business activities of the Declarant, its agents or assigns during the construction and sale period.

(10) CLOTHESLINES, GARBAGE CANS, ETC.: All clotheslines, equipment, garbage cans, service yards, wood piles and storage piles shall be kept screened by adequate planting or fencing not to exceed six (6) feet, or as approved by Developer, so as to conceal them from view of neighboring residences and streets. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

(11) UTILITIES EASEMENTS: Declarant, its successors, assigns, and licensees reserve an easement upon all road rights-of-way, reserve an easement 15 feet in width adjacent to All road rights-of-way and reserve an easement 5 feet in width along the side and rear Lines of each and every lot for the purpose of installing, operating and maintaining television cables, utility lines, and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors Wherever necessary for said installations, operations or maintenance, together with the right to install, operate and

maintain gas and water mains, sewer lines, culverts, and drainage ditches and other services and appurtenances thereto for the convenience of the property owners, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above. It is understood and agreed that Declarant, its successors and assigns, shall not establish such utilities in a side line or rear line easement after any dwelling shall have been constructed upon the area embraced by such easement. Declarant, for itself, its successors, assigns and licensees reserves an easement on, over or under all road rights-of-way which may be established upon the lands hereinabove described, for the purpose of installing, operating, and maintaining both utilities and drainage. The owners of lots situated within the property hereinabove described shall have no cause of action against Declarant, its successors or assigns or licensee, either at law or in equity excepting in case of damages caused to property by reason of willful negligence in installing, operating, removing or maintaining the above mentioned installations.

(12) WATER AVAILABILITY, CONNECTION AND FEES: Each owner of a residential lot within the tract hereinabove described shall subscribe to water service of the central water system servicing said area and make connection thereto when construction of improvements is begun on the residential lot and will pay for use and availability of such water, such sums and fees as allowed and approved by the North Carolina Utility Commission in accordance with rules and regulations adopted by the company supplying such water and approved by the North Carolina Utility Commission. Water availability fees may be charged irrespective of connection to the central water system.

(13) Declarant reserves unto itself, its successors and assigns, the right to adopt, promulgate, and enforce rules and regulations governing the use of all lakes, recreation areas and clubhouses situated within the subdivision.

(14) The Declarant or its agent shall have the right in its absolute discretion, to waive any of the foregoing conditions or restrictions upon being shown that the same is unreasonable or unfeasible, as applied to any particular lot or lots in said subdivision.

(15) No structure of a temporary character, camper, trailer home, tent, shack, barn, tree house or other similar out-building structures shall be placed on any lot at any time, either temporarily or permanently without written approval of the Declarant.

(16) No mailbox shall be erected or maintained near or upon the right of way of any street or roadway which may be established within the tract of land hereinabove described.

(17) No motorboat, motor home or trailer shall be kept or stored temporarily or otherwise upon any lot within the tract hereinabove described.

(18) All exterior lights shall be attached to the dwelling and shall be no higher than eaves except for standard lamp posts and walkway lights.

(19) The Declarant reserves unto itself, its successors and assigns, the right to subject the real property hereinabove described to a contract with the public utility company authorized to provide electrical service to such property for the installation of underground electric cable and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to such public utility company by the owner of each building.

(20) No television antennas more than 24 inches higher than the dwelling roof line will be allowed; all such antennas must be attached to the dwelling. No towers shall be allowed, except the Declarant reserves unto itself, its successors and assigns, the right to allow construction and maintenance of a single television tower for purposes of providing cable television service to residences of the subdivision. No private television antennas will be allowed after cable television service is made available to residences in the subdivision.

(21) No fences of shrubbery or other material shall be constructed without prior written approval of Declarant or such person or persons as it may designate.

(22) **Definitions**

- (a) "**Association**" shall mean 7 Lakes Landowners' Association, Inc., a North Carolina non-profit corporation, its successors and assigns.
- (b) "**Common Facilities**" shall mean all real property together with all personal property used in connection therewith, now or hereafter owned or leased by the Association for the common use and enjoyment of the lot owners.
- (c) "**Declaration**" shall mean, collectively, the Declaration of Restrictive Covenants of Seven Lakes Subdivision recorded in Book 367, Page 537, Moore County Registry and the Declaration of Restrictive Covenants of Seven Lakes Country Club recorded in Book 399, at Page 523, Moore County Registry, and the amendments to each of these Declarations including this amendment that are recorded in the office of the Register of Deeds of Moore County, North Carolina.
- (d) "**Developer**" shall mean Seven Lakes Development Company, a North Carolina corporation, its assigns, and any persons or entities succeeding to its respective rights and obligations under the Declaration.
- (e) "**Lot**" shall mean any numbered plot of land shown upon any recorded subdivision map as described in Exhibit 1 attached hereto and all additions thereto as may hereafter be brought within the jurisdiction of this Declaration.
- (f) "**Lot Owner**" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

(23) **Membership.** Each Lot Owner, except Developer, of a lot shall be a member of the Association. Each member of the Association shall be entitled on all issues to vote in accordance with the Charter and By-Laws of the Association.

(24) **Rights and Obligations of the Association.**

- (a) The Association shall be responsible for the exclusive management, maintenance and control of the Common Facilities and shall keep the Common Facilities in good, clean, attractive and sanitary condition, order and repair.
- (b) The Association, through action of its Board of Directors, may acquire, hold, lease and dispose of tangible and intangible personal property and real property upon such terms and conditions as the Board deems desirable and in the best interests of the Association. The Board, acting on behalf of the Association, may accept any real or personal property, leasehold or other property interest within the Properties conveyed to it by the Developer.
- (c) The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Common Facilities, which rules and regulations shall be consistent with the rights and duties established by the Declaration. The Board, acting on behalf of the Association, shall also have the power to seek relief in any court of competent jurisdiction for violations of its rules and regulations and to enforce any and all obligations imposed upon the Association's members by such rules and regulations or the Association's By-Laws. Imposition of remedies shall be as provided in the Association's By-Laws.

- (d) The Association, through its Board of Directors, may enter into agreements with other landowners' or homeowners' associations to allow members of such other associations to use the Common Facilities for a reasonable fee and/or in exchange for the right of the Association's members to use the common facilities of such other associations.

(25) Assessments.

- (a) **Creation of the Lien and Personal Obligation of Assessments.** Except for the Developer, each Lot Owner within the Properties as well as each future Lot Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) annual assessments (also referred to as "annual dues") and

- (2) special assessments for capital improvements (such annual and special assessments to be established and collected as hereinafter provided). The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs 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 fell due, but the personal obligation for any delinquent assessment shall not pass to his successors in title unless expressly assumed by them. The Developer pays no dues or charges of any kind except for lots it owns on which a residence is located.

- (b) **Purpose of Annual Assessments.** The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Lots and in particular for the acquisition, improvement, maintenance and operation of the Common Facilities, roads, and other services and facilities devoted to this purpose and operation, including, but not limited to, the costs of repairs, replacements and improvements, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Facilities, the procurement and maintenance of insurance in accordance with the Association's by-laws, the employment of attorneys to represent the Association when necessary, and such other common needs as may arise.

- (c) **Computation of Assessment.** It shall be the duty of the Association's Board of Directors, at least 60 days before the beginning of each fiscal year and 30 days prior to the meeting at which the dues and assessments structure shall be presented to the membership of the Association, to prepare a budget covering the estimated costs of the coming year. The budget may include a capital contribution establishing a reserve fund in accordance with a separate capital budget. The Board shall cause a copy of the amount of the assessments to be levied against each Lot for the following year to be delivered to each Lot Owner at least 15 days prior to the membership meeting. The assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the total ballots cast by the membership. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed assessments or the Board fails for any reason so to determine the annual assessments for the succeeding year, then and until such time as the annual assessments shall have been determined as provided herein, the annual assessments in effect for the then current year shall continue for the succeeding year.

- (d) **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any fiscal year, a special assessment for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Facilities, including Fixtures and

personal property related thereto, and roads, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. This provision shall in no way affect the Annual Assessments of the Association or any other fees imposed by the Association for the use and enjoyment of common facilities.

- (e) **Rate of Annual Assessments.** The Association shall determine the rate of annual assessment and establish one or more categories of Lots and assessments as it, in its discretion, deems proper as set forth in the Charter and Bylaws of the Association.
- (f) **Date and Commencement of Annual Assessments.** The annual assessments provided for herein shall be collected on an annual basis and shall commence on the first day of the month following the conveyance of such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year after recording of this Amendment for the purposes of creating a lien upon properties. 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.
- (g) **Lien for Assessments.** Any annual or special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest established by the Board of Directors at the beginning of each fiscal year, costs of collection, Court costs, and reasonable attorney's fees shall constitute a lien against the Lot upon which such assessment is levied at the time the Association records the notice of the same in the Office of the Clerk of Superior Court of Moore County. The Association also may file a suit to collect such delinquent assessments and charges. The Association may file Notice of Lis Pendens, bring an action at law against the owner personally obligated to pay the same and/or bring an action to foreclose the lien against the property. No Lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common facility or abandonment of his Lot.
- (h) **Subordination of the Lien to Mortgages.** The assessment liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust on all or any portion of the Lots. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for herein. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

(26) **Lot Owners' Easements of Enjoyment.** Every Lot Owner shall have a right and easement of enjoyment in and to the Common Facilities which shall be appurtenant to and shall pass with the title to every Lot, subject to:

- (a) The right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any of the Common Facilities;
- (b) The right of the Association to suspend the voting rights and right to use of the common facilities by a Lot Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and,
- (c) The right of the Association to impose regulations for the use and enjoyment of the Common Facilities, which regulations may further restrict the use of the Common Facilities.

A Lot Owner may delegate, in accordance with the Association's by-laws, his rights of enjoyment of the Common Facilities only to the members of his immediate family, tenants of his Lot, contract purchasers who reside on the Lot and guests of any of the foregoing.

(27) Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all liens, assessments and charges now or hereafter imposed by or arising under the provisions of the Declaration. Failure by the Association to enforce any liens, assessments and charges herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(28) The Declarations of Restrictive Covenants previously recorded and identified in Section 1(d) above are hereby affirmed and are only amended as stated herein and by any previously recorded amendments.

(29) If any provision contained herein should be determined by a Court of competent jurisdiction to be invalid as to any Lot owners then, and in that event, the same shall be invalid as to all Lot owners.

(30) NOTWITHSTANDING ANYTHING CONTAINED HEREIN, THE DEVELOPER HEREUNDER, THE DEVELOPER OF RAMAPO VILLAGE, AND ANY ENTITIES SUCCEEDING TO THEIR RIGHTS, SHALL NOT BE REQUIRED TO PAY ANY ASSESSMENT WITH RESPECT TO ANY LOT OR LOTS NOW OR HEREAFTER OWNED BY SAID DEVELOPERS EXCEPT FOR LOTS IT OWNS ON WHICH A RESIDENCE IS LOCATED.

(31) COVENANTS RUNNING WITH THE LAND; ENFORCEMENT OF RESTRICTIONS: These restrictions shall be considered as covenants running with the land, and shall bind the Grantees, their heirs, executors, administrators, successors and assigns, and is said Grantees, their heirs, executors, administrators, successors or assigns shall violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any person, persons, or legal entity owning any lot or parcel of land within the tract hereinabove described to prosecute by proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent him or them from doing so, and to recover damages for such violation.

IN WITNESS WHEREOF, PETER V. TUFTS & ASSOCIATES has caused this instrument to be executed by its General Partners, this 13th day of December 1978.

COMMERCIAL LAND COMPANY

BY: LONGLEAF INC., General Partner

DECLARATION OF RESTRICTIVE COVENANTS

TOWNHOUSES

KNOW ALL MEN BY THESE PRESENTS, that Peter V. Tufts & Associates, a limited partnership, having as its General Partners Longleaf, Incorporated, a corporation organized and existing under the laws of the State of North Carolina, Peter V. Tufts and David Alan Shaw, herein called "Declarant" does hereby covenant and agree to and with all persons, firms and corporations who may become owners of the property hereinafter described or any part thereof lying and being in Mineral Springs Township, Moore County, North Carolina, and more particularly described as follows:

BEGINNING at a stake in the northeastern right of way line of Lancashire Lane at its intersection with the southeastern right of way line Devonshire Avenue, as shown on map entitled "Stafford; Seven Lakes Country Club", dated August 30, 1974, prepared from an actual field survey by James Pate of Pate-Mullins & Associates, P. A., Sanford, North Carolina, which map is recorded in Plat Cabinet I, Slide 39B, in the office of Register of Deeds for Moore County, North Carolina, and running thence as the southeastern right of way line of Devonshire Avenue, as the curvature thereof, 35.12 feet (chord bearing North 51 degs. 40 mins. 21 secs. East, chord distance 35.11 feet) to a stake in the southeastern right of way line of Devonshire Avenue; thence continuing as the right of way line of Devonshire Avenue North 54 degs. 17 mins. 36 secs. East 262.31 feet to a stake in the right of way line of Devonshire Avenue; thence continuing as the right of way line of Devonshire Avenue, as the curvature thereof, 299.01 feet (chord bearing North 28 degs. 12 mins. 21 secs. East, chord distance 288.79 feet) to a stake in the right of way line of Devonshire Avenue; thence continuing as the right of way line of Devonshire Avenue North 02 degs. 07 mins. 06 secs. East 230.50 feet to thence continuing as the right of way line of Devonshire Avenue, as the curvature thereof, 326.35 feet (chord bearing North 23 degs. 23 mins. 43 secs. West, chord distance 315.67 feet) to a stake in the right of way line of Devonshire Avenue; thence North 19 degs. 44 mins. 34 secs. East 102.73 feet to a stake South of the southern right of way line of NCSR #1239; thence parallel with the southern right of way line of NCSR #1239, South 88 degs. 59 mins. 10 secs. East 765 feet to a stake south of control monument 18; thence continuing parallel with the southern right of way line of NCSR #1239 South 88 degs. 17 mins. 54 secs. East 719.30 feet to a stake south of control monument 19; thence continuing parallel with the southern right of way line of NCSR #1239 South 86 degs. 87 mins. 29 secs. East 249.98 feet to a stake southwest of control monument 1218; thence south 00 degs. 28 mins. 27 secs. West 438.80 feet to a stake northwest of control monument 22; thence South 78 degs. 38 mins. 21 secs. West 1,188.65 feet to a stake northwest of control monument 27; thence South 08 degs. 23 mins. 41 secs. West 200.90 feet to a stake northwest of control monument 28; thence south 70 degs. 39 mins. 57 secs. West 582.41 feet to a stake northwest of control monument 1209; thence South 01 deg. 43 mins. 10 secs. West 107.58 feet to a stake, the northwest corner of Lot no. 2586; thence South 67 degs. 02 mins. 04 secs. west 192.79 feet to a stake in the eastern right of way line of Lancashire Lane; thence as the right of way line of Lancashire Lane, as the curvature thereof, 207.21 feet (chord bearing North 18 degs. 40 mins. 34 secs. west, chord distance 203.47 feet) to a stake in the right of way line of Lancashire Lane; thence continuing as the right of way line of Lancashire Lane, North 35 degs. 34 mins. 54 secs. West 70.82 feet to the BEGINNING, and being a tract or parcel of land depicted as "Condominium Area" on the map to which reference is hereinabove made, to which map reference is hereby made for a more perfect description.

WITNESSETH;

That the tract of land hereinabove described (as well as any lots or parcels into which the aforesaid tract shall be subdivided) is hereby impressed with and subjected to the following restrictions and conditions, which are hereby made covenants and restrictions running with the aforesaid lands by whomsoever owned or hereafter acquired, to wit:

(1) TOWN HOUSE RESIDENTIAL LOTS:

- A.** All lots or parcels of land included in the tract hereinabove described shall be used exclusively for residential purposes, except that dwellings located upon the aforesaid property may be rented or leased.
- B.** Declarant reserves the right to divide the tract hereinabove described into lots or parcels of such size, shape, and configuration as Declarant may in its sole discretion determine and Declarant further reserves the right to establish and open streets or roadways over and across the aforesaid lands in such places and configuration as Declarant, in its sole discretion, may deem appropriate, provided, however, that this reservation shall not be construed to allow Declarant to open or establish any street or roadway over or across any lot or parcel once such lot or parcel has been sold and conveyed by Declarant. When the dimensions of any lot or parcel have been established by Declarant and such lot or parcel shall have been sold and conveyed by Declarant, such lot or parcel shall not be further subdivided by the purchaser or successors in title.
- C.** All residences shall have a minimum of 1300 square feet ground floor area or first floor heated area, exclusive of porch area and garage area, provided that each square foot of screened porch area or enclosed garage area shall be considered as one-half square foot in computing the total area requirements.
- D.** No more than one single family dwelling may be erected or constructed on any one residential lot; No house trailers, mobile homes, campers, tents, utility or storage buildings, canopies, or any other outbuilding shall be erected or placed upon any portion of the property hereinabove described.

E. Party Walls, Common Elements, Encroachments, and Insurance

- (1) General Rules of Law to Apply:** Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions herein, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.
- (2) Sharing of Repair and Maintenance:** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- (3) Destruction by Fire or Other Casualty:** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owner thereafter makes use of the Wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rules of law regarding liability for negligent or willful acts or omissions.
- (4) Weatherproofing:** Notwithstanding any other provisions of this ARTICLE, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (5) Right to Contribution Runs with Land:** The right of any Owner to contribution from any other Owner under this ARTICLE shall be appurtenant to the land and shall pass to such Owner's successors in title.

- (6) Pipes, Ducts, Cables, Wires, Conduits, Public Utility and Other Common Elements:**
Each lot has an easement in common with all other lots to use all pipes, wires, ducts, cables, conduits, public utility lines and other elements serving his lot.

F. Plans and specifications, including front, side and rear elevations must be submitted in duplicate to Declarant, or to such person or persons as may be designated by the Declarant, for any structure or improvement to be erected on or moved upon or to any lot; such plans and specifications, including the proposed location of such structures or improvements upon such lot, the construction material to be used, the roof and exterior color schemes, as well as all remodeling, reconstruction, alteration or additions thereto shall be subject to and shall require the approval of Declarant or such person or persons as Declarant may designate before any such construction or improvement is commenced. Declarant shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions or the rules and regulations promulgated by said Declarant or when

(1) the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings or with the adjacent buildings or structures,

(2) the plans and specifications submitted are incomplete, or

(3) the Declarant deems the plans, specifications, or details or any part thereof, to be contrary to the interest, welfare or rights of all or any part of the real property subject to these restrictions or the owners thereof. Owners of lots within the tract hereinabove described shall obtain specific approval of the location of any building or structure upon such lots prior to the commencement of construction. Declarant may withhold approval of a proposed location in its discretion and shall not be bound to approve the proposed location of a dwelling merely because such proposed location does not conflict with setback provisions of these restrictions. The decisions of the Declarant or its representatives shall be final. Neither the Declarant nor its agent shall be responsible for structural deficiencies or any other defects in plans or specifications submitted, revised or approved in accordance with the foregoing provision. No structure or improvement shall be erected or constructed with exposed concrete block or exposed-pier foundation.

G. No outside toilet shall be allowed on the premises. No untreated waste from any lot shall be permitted to enter any lake or stream. Each residential dwelling shall be properly connected to a common sanitary unit to be established by Declarant and maintained by the property owners organization, Seven Lakes Town House Association or its successors. Each lot owner shall obtain all required approval from the appropriate legal authority prior to connecting his or her dwelling with such common sanitary unit.

(2) No single family dwelling shall consist of more than two stories, exclusive of any basement.

(3) The exterior of all dwellings and other structures, including landscaping, must be completed within nine months after the construction of same shall have commenced, except in such cases where completion is impossible or would result in great hardship to the owner or builder because of strikes, fires, national emergencies, or natural calamities.

(4) A minimum of two off-street parking spaces for automobiles must be provided for each dwelling, and must be completed before the dwelling is occupied.

(5) No portion of any dwelling or any other building or structure shall be located on any lot nearer than thirty feet to the front lot line or nearer than twenty feet to any side street line.

(6) MAINTENANCE FEES; LIMITATIONS ON SALE: Each owner of any lot or parcel within the tract hereinabove described shall be subject to and shall be required to pay the current dues of the Seven Lakes Landowners' Association, Inc., its successors and assigns, annually, commencing on the date such property is conveyed by Declarant, its successors and assigns, to an individual lot owner, such dues being for the improvement, maintenance and upkeep of the various areas reserved for the use of Seven Lakes property owners as well as all private roads, lake basins and dam areas, irrespective of whether the privilege of using such areas is exercised or not. Purchasers of such lots, by acceptance of a deed conveying any portion of the property which is subject to these restrictions, agrees for themselves, their heirs, executors, administrators and assigns, that the dues established and charged by Seven Lakes Landowners' Association, Inc. shall be and constitute a debt which may be collected by suit in any court of competent jurisdiction or otherwise; and henceforth that upon the conveyance of any part of the land hereinabove described, the purchaser thereof and each and every successive owner and/or owners shall from the time of acquiring such property covenant and agree, as aforesaid, to pay to Seven Lakes Landowners' Association, Inc., its successors and assigns, all charges and dues, past and/or future which shall be established by such organization. In addition to joining Seven Lakes Landowners' Association, Inc. and paying the current dues established by Seven Lakes Landowners' Association, Inc., all owners of residential lots situated within the tract hereinabove described, upon organization of an association of owners of such "Town House Residential Lots", shall join such organization and shall pay all dues and charges established by such organization. It is anticipated that Seven Lakes Town House Association will be organized for the purpose of maintenance and upkeep of the residential lots situated within the tract of land hereinabove described. The lot owner's obligation to pay dues and charges of this Association shall be the same as the lot owner's obligation to pay dues and charges of Seven Lakes Landowners' Association, Inc. and the Declarant's right to enforce such payment shall be identical to Declarant's right to enforce payment of dues and charges of Seven Lakes Landowners' Association, Inc.

(7) NUISANCES: No noxious or offensive activity shall be permitted on any lot. Nothing shall be done or suffered to be done upon any lot which may be or become an annoyance or nuisance to the neighborhood. All lots must be kept in a tidy manner as determined by Declarant, its successors or assigns. If an individual lot owner or organization of owners of lots situated within the property hereinabove described shall fail to properly maintain said lots, such failure will result in maintenance of such lot or lots by the Declarant, its successors or assigns, in which event a proper charge for such maintenance will be assessed and collected by Declarant.

(8) ANIMALS AND PETS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the property, except that dogs, cats or other household pets may be kept by the respective owners in their respective residences provided that they are not kept, bred or maintained for any commercial purpose and do not endanger the health or, in the sole discretion of the Declarant, unreasonably disturb the occupants of any residence, and provided such animals are restrained by leash whenever outside owner's dwelling.

(9) SIGNS AND BUSINESS ACTIVITIES: No advertising signs, bill boards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the property, nor shall the property be used in any way or for any purpose which may endanger the health of or unreasonably disturb the owner of any residence or any resident thereof. No business activities of any kind whatever shall be conducted.

(10) CLOTHESLINES, GARBAGE CANS, ETC.: All clotheslines, equipment, garbage cans, service yards, wood piles and storage piles shall be kept screened by adequate planting or fencing not to exceed six (6) feet, or as approved by Developer, so as to conceal them from view of neighboring residences and streets. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

(11) UTILITY EASEMENTS: Declarant, its successors, assigns, and licensees reserve an easement upon all road rights-of-way, reserves an easement 15 feet in width and adjacent to all road rights-of-way and reserve an easement 5 feet in width along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining television cables, utility lines and mains thereon, together with the right to trim

and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary for said installations, operations or maintenance, together with the right to install, operate and maintain gas and water mains, sewer lines, culverts, and drainage ditches and other services and appurtenances thereto for the convenience of the property owners, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above. It is understood and agreed that Declarant, its successors and assigns, shall not establish such utilities in a side line or rear easement after any dwelling shall have been constructed upon the area embraced by such easement. Declarant, for itself, its successors, assigns and licensees reserves an easement on, over or under all road rights-of-way which may be established upon the lands hereinabove described, for the purpose of installing, operating, and maintaining both utilities and drainage. The Owners of lots situated within the property hereinabove described shall have no cause of action against the Declarant, its successors or assigns or licensee, either at law or in equity excepting in case of damages caused to property by reason of willful negligence in installing, operating, removing or maintaining the above mentioned installations.

(12) WATER AVAILABILITY, CONNECTION AND FEES: Each owner of a residential lot within the tract hereinabove described shall subscribe to water service of the central water system servicing said area and make connection thereto when construction of improvements is begun on the residential lot and will pay for use and availability of such water, such sums and fees as allowed and approved by the North Carolina Utility Commission in accordance with rules and regulations adopted by the company supplying such water and approved by the North Carolina Utility Commission. Water availability fees may be charges irrespective of connection to the central water system.

(13) Declarant reserves unto itself, its successors and assigns, the right to adopt, promulgate, and enforce rules and regulations governing the use of all lakes, recreation areas and clubhouses situated within Seven Lakes Country Club Subdivision.

(14) The Declarant or its agent shall have the right in its absolute discretion, to waive any of the foregoing conditions or restrictions upon being shown that the same is unreasonable or unfeasible, as applied to any particular lot or lots in said subdivision.

(15) No structure of a temporary character, camper trailer, home, tent, shack, barn, tree house or other similar out-building structures shall be placed on any lot at any time, either temporarily or permanently without written approval of the Declarant.

(16) No mailbox shall be erected or maintained near or upon the right of way of any street or roadway which may be established within the tract of land hereinabove described.

(17) No motor boat, motor home or trailer shall be kept or stored temporarily or otherwise upon any lot within the tract hereinabove described.

(18) All exterior lights shall be attached to the dwelling and shall be no higher than eaves except for standard lamp posts and walkway lights.

(19) The Declarant reserves unto itself, its successors and assigns, the right to subject the real property hereinabove described to a contract with the public utility company authorized to provide electrical service to such property for the installation of underground electric cable and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to such public utility company by the owner of each building.

(20) No television antennas more than 24 inches higher than the dwelling roof line will be allowed; all such antennas must be attached to the dwelling. No towers shall be allowed, except the Declarant reserves unto itself, its successors and assigns, the right to allow construction and maintenance of a single television tower

for purposes of providing cable television service to residences of the subdivision. No private television antennas will be allowed after cable television is made available to residences in the subdivision.

(21) No fences or shrubbery or other material shall be constructed without prior written approval of Declarant or such person or persons as it may designate.

(22) Definitions

- (a)** "**Association**" shall mean 7 Lakes Landowners' Association, Inc., a North Carolina non-profit corporation, its successors and assigns.
- (b)** "**Common Facilities**" shall mean all real property together with all personal property used in connection therewith, now or hereafter owned or leased by the Association for the common use and enjoyment of the lot owners.
- (c)** "**Declaration**" shall mean, collectively, the Declaration of Restrictive Covenants of Seven Lakes Subdivision recorded in Book 367, Page 537, Moore County Registry and the Declaration of Restrictive Covenants of Seven Lakes Country Club recorded in Book 399, at Page 523, Moore County Registry, and the amendments to each of these Declarations including this amendment that are recorded in the office of the Register of Deeds of Moore County, North Carolina.
- (d)** "**Developer**" shall mean Seven Lakes Development Company, a North Carolina corporation, its assigns, and any persons or entities succeeding to its respective rights and obligations under the Declaration.
- (e)** "**Lot**" shall mean any numbered plot of land shown upon any recorded subdivision map as described in Exhibit 1 attached hereto and all additions thereto as may hereafter be brought within the jurisdiction of this Declaration.
- (f)** "**Lot Owner**" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

(23) Membership. Each Lot Owner, except Developer, of a lot shall be a member of the Association. Each member of the Association shall be entitled on all issues to vote in accordance with the Charter and By-Laws of the Association.

(24) Rights and Obligations of the Association.

- (a)** The Association shall be responsible for the exclusive management, maintenance and control of the Common Facilities and shall keep the Common Facilities in good, clean, attractive and sanitary condition, order and repair.
- (b)** The Association, through action of its Board of Directors, may acquire, hold, lease and dispose of tangible and intangible personal property and real property upon such terms and conditions as the Board deems desirable and in the best interests of the Association. The Board, acting on behalf of the Association, may accept any real or personal property, leasehold or other property interest within the Properties conveyed to it by the Developer.
- (c)** The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Common Facilities, which rules and regulations shall be consistent with the rights and duties established by the Declaration. The Board, acting on behalf of the Association, shall also have the power to seek relief in any court of competent jurisdiction

for violations of its rules and regulations and to enforce any and all obligations imposed upon the Association's members by such rules and regulations or the Association's By-Laws. Imposition of remedies shall be as provided in the Association's By-Laws.

- (d) The Association, through its Board of Directors, may enter into agreements with other landowners' or homeowners' associations to allow members of such other associations to use the Common Facilities for a reasonable fee and/or in exchange for the right of the Association's members to use the common facilities of such other associations.

(25) Assessments.

- (a) **Creation of the Lien and Personal Obligation of Assessments.** Except for the Developer, each Lot Owner within the Properties as well as each future Lot Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:
- (1) annual assessments (also referred to as "annual dues") and
 - (2) special assessments for capital improvements (such annual and special assessments to be established and collected as hereinafter provided). The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs 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 fell due, but the personal obligation for any delinquent assessment shall not pass to his successors in title unless expressly assumed by them. The Developer pays no dues or charges of any kind except for lots it owns on which a residence is located.
- (b) **Purpose of Annual Assessments.** The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Lots and in particular for the acquisition, improvement, maintenance and operation of the Common Facilities, roads, and other services and facilities devoted to this purpose and operation, including, but not limited to, the costs of repairs, replacements and improvements, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Facilities, the procurement and maintenance of insurance in accordance with the Association's by-laws, the employment of attorneys to represent the Association when necessary, and such other common needs as may arise.
- (c) **Computation of Assessment.** It shall be the duty of the Association's Board of Directors, at least 60 days before the beginning of each fiscal year and 30 days prior to the meeting at which the dues and assessments structure shall be presented to the membership of the Association, to prepare a budget covering the estimated costs of the coming year. The budget may include a capital contribution establishing a reserve fund in accordance with a separate capital budget. The Board shall cause a copy of the amount of the assessments to be levied against each Lot for the following year to be delivered to each Lot Owner at least 15 days prior to the membership meeting. The assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the total ballots cast by the membership. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed assessments or the Board fails for any reason so to determine the annual assessments for the succeeding year, then and until such time as the annual assessments shall have been determined as provided herein, the annual assessments in effect for the then current year shall continue for the succeeding year.

- (d) **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any fiscal year, a special assessment for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Facilities, including Fixtures and personal property related thereto, and roads, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. This provision shall in no way affect the Annual Assessments of the Association or any other fees imposed by the Association for the use and enjoyment of common facilities.
- (e) **Rate of Annual Assessments.** The Association shall determine the rate of annual assessment and establish one or more categories of Lots and assessments as it, in its discretion, deems proper as set forth in the Charter and Bylaws of the Association.
- (f) **Date and Commencement of Annual Assessments.** The annual assessments provided for herein shall be collected on an annual basis and shall commence on the first day of the month following the conveyance of such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year after recording of this Amendment for the purposes of creating a lien upon properties. 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.
- (g) **Lien for Assessments.** Any annual or special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest established by the Board of Directors at the beginning of each fiscal year, costs of collection, Court costs, and reasonable attorney's fees shall constitute a lien against the Lot upon which such assessment is levied at the time the Association records the notice of the same in the Office of the Clerk of Superior Court of Moore County. The Association also may file a suit to collect such delinquent assessments and charges. The Association may file Notice of Lis Pendens, bring an action at law against the owner personally obligated to pay the same and/or bring an action to foreclose the lien against the property. No Lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common facility or abandonment of his Lot.
- (h) **Subordination of the Lien to Mortgages.** The assessment liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust on all or any portion of the Lots. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for herein. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.
- (26) **Lot Owners' Easements of Enjoyment.** Every Lot Owner shall have a right and easement of enjoyment in and to the Common Facilities which shall be appurtenant to and shall pass with the title to every Lot, subject to:
- (a) The right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any of the Common Facilities;
- (b) The right of the Association to suspend the voting rights and right to use of the common facilities by a Lot Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and,

- (c) The right of the Association to impose regulations for the use and enjoyment of the Common Facilities which regulations may further restrict the use of the Common Facilities.

A Lot Owner may delegate, in accordance with the Association's by-laws, his rights of enjoyment of the Common Facilities only to the members of his immediate family, tenants of his Lot, contract purchasers who reside on the Lot and guests of any of the foregoing.

(27) Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all liens, assessments and charges now or hereafter imposed by or arising under the provisions of the Declaration. Failure by the Association to enforce any liens, assessments and charges herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(28) The Declarations of Restrictive Covenants previously recorded and identified in Section 1(d) above are hereby affirmed and are only amended as stated herein and by any previously recorded amendments.

(29) If any provision contained herein should be determined by a Court of competent jurisdiction to be invalid as to any Lot owners then, and in that event, the same shall be invalid as to all Lot owners.

(30) NOTWITHSTANDING ANYTHING CONTAINED HEREIN, THE DEVELOPER HEREUNDER, THE DEVELOPER OF RAMAPO VILLAGE, AND ANY ENTITIES SUCCEEDING TO THEIR RIGHTS, SHALL NOT BE REQUIRED TO PAY ANY ASSESSMENT WITH RESPECT TO ANY LOT OR LOTS NOW OR HEREAFTER OWNED BY SAID DEVELOPERS EXCEPT FOR LOTS IT OWNS ON WHICH A RESIDENCE IS LOCATED.

(31) COVENANTS RUNNING WITH THE LAND; ENFORCEMENT OF RESTRICTIONS: These restrictions shall be considered as covenants running with the land, and shall bind the Grantees, their heirs, executors, administrators, successors, and assigns, and if said Grantees, their heirs, executors, administrators, successors, or assigns shall violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any person, persons, or legal entity owning any lot or parcel of land within the tract hereinabove described to prosecute by proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent him or them from doing so, and to recover damages for such violation.

IN WITNESS WHEREOF, PETER V. TUFTS & ASSOCIATES has caused this instrument to be executed by its General Partners, this the 13th day of December, 1978.

PETER V. TUFTS & ASSOCIATES
BY: LONGLEAF, INC., General Partner