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NORTH CAROLINA  
CHATHAM COUNTY

**RE-RECORDED AMENDED AND  
RESTATED DECLARATION-  
COUNTRYHOUSE SERVICE GROUP V**

\*This document is being re-recorded to include missing page 12 that was previously left out of the document recorded on November 12, 2021 in **Book 2262** at **Page 401** of the Chatham County Register of Deeds\*

This AMENDED AND RESTATED DECLARATION ("Amendment") is made as of this 23 day of November, 2021, by Countryhouse Service Group V, Inc., a North Carolina nonprofit corporation ("Service Group"). This Amendment supersedes, includes and/or incorporates all previous declarations and amendments effective on this date.

W I T N E S S E T H:

WHEREAS, on February 20, 1984, an original Declaration ("Declaration") was filed with the Chatham County Register of Deeds in Book 468 at Page 126, pursuant to which Fitch Creations, Inc., a North Carolina corporation, as Declarant, subjected certain real property to a common scheme of development and created a planned community as that is defined under Chapter 47F, the North Carolina Planned Community Act; and that Declaration was amended via documents filed on December 13, 2005 in Book 1227 at Page 63 of the Chatham County Registry, and on April 14, 2014 in Book 1737 at Page 1197 of the Chatham County Registry;

WHEREAS, the original Declaration subjected its terms to the real property shown on a plat recorded in Plat Book 38, Page 1, Chatham County Registry, with additional Supplemental Declarations of Covenants and Restrictions filed with the Chatham County Registry, on December 18, 1984, in Book 477 at Page 112, adding the real property shown on Plat Cabinet A, Slide 104 and 160; on June 21, 1985, in Book 482 at Page 689, adding the real property shown on Plat Cabinet A, Slide 327; on August 19, 1985, in Book 484 at Page 733, adding the real property shown on the plat from Cabinet A, Slide 392; on September 6, 1985 in Book 485 at Page 348; on November 12, 1985 in Book 487 at Page 484, adding real property shown in Plat Cabinet A, Slide 475; on February 20, 1986, in **Book 491 at Page 149**, adding real property shown on Plat Slide Cabinet A, page 605; on August 19, 1986, in **Book 499 at Page 134**, adding property shown on Plat Slide 86-20; on October 9, 1986 in **Book 501 at Page 126**; on June 2, 1987, in Book 511 at Page 708; on February 9, 1988, in Book 522 at Page 816; on February 18, 1988, in Book 523 at Page 164; on July 7, 1988, in Book 529 at Page 680; on August 23, 1988, in Book 531 at Page 693; on September 26, 1988 in Book 533 at Page 251; and on January 23, 1989 in Book 537 at Page 758;

WHEREAS, each owner of property bound by the Declaration, as amended, is also a member of the Ferrington Homeowners Service Group, Inc. and subject to its annual assessments;

WHEREAS, the Service Group has succeeded to the rights of the Declarant pursuant to Article I, Section 6, herein;

WHEREAS, the Service Group desires to further amend and restate the Declaration pursuant to terms of this Amendment, and has secured the written agreement of at least sixty seven percent (67%) of the Lot Owners within the Countryhouse community, pursuant to Article XI, Section 4 of the Declaration and in compliance with the terms of N.C.G.S. 47F-2-117.

NOW, THEREFORE, all real property within the community shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The Service Group shall be and is subject to the North Carolina Planned Community Act (Chapter 47 of the N.C. General Statutes), (hereinafter "the Act") and the properties herein shall be governed thereunder. In the event of a conflict between the Act and this Declaration, the Act shall control.

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ARTICLE I  
DEFINITIONS

Section 1. "Service Group" shall mean and refer to COUNTRYHOUSE SERVICE GROUP V, INC., a nonprofit corporation organized under the laws of North Carolina, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may thereafter be brought within the jurisdiction of the Service Group or this Declaration.

Section 4. "Common Area" shall mean all real property now or hereafter owned or leased by the Service Group for the common use and enjoyment of the owners. This includes all property in Fearington Section V that is outside of individual unit property lines, including garages, mail kiosks, trails, private roads, visitor parking, wooded areas and open spaces.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean Fitch Creations, Inc.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Service Group.

Section 9. "Board" shall mean the duly elected Board of Directors of the Service Group.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Common Area. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Service Group to charge reasonable admission and other fees for the use of any common facility.

**(b) The right of the Service Group to suspend the voting rights and right to the use of any recreational facilities by an Owner for any period during which any assessment against their Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.**

**(c) The right of the Service Group to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be**

agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by sixty-seven percent (67%) of the members agreeing to such dedication or transfer has been recorded.

(d) The right of the Service Group, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgage in said properties shall be subordinate to the rights of the homeowners hereunder.

(e) The right of individual members to the exclusive use of parking spaces as provided in Section 3.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, their right of enjoyment to the Common Area and facilities to the members of their family or tenants. However, the ultimate responsibility for complying with these covenants remains with the owner.

Section 3. Parking Rights. The Service Group shall maintain upon the common properties at least one parking space and one garage unit for each living unit. Subject to reasonable rules and conditions, the Board shall designate at least one parking space and a garage space conveniently located with respect to each living unit for the exclusive use of the members residing therein, their families and guests. The use of such space by any other member or person may be enjoined by the Service Group or the members entitled thereto. The right to the exclusive use of such parking space and such garage space and to its maintenance by the Service Group shall be appurtenant to and shall pass with the title to each living unit. No boats, trailers, mobile homes or motor homes owned or leased by any member, tenant, family or guest of members shall be parked within the right of way of any public street or Common Area within the community.

Section 4. Antennas. No external radio or television antennas or "dishes" are permitted except as provided by FCC regulation or other Federal Law.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Every owner of a lot which is subject to assessment shall be a member of the Service Group. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. All owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each owner of any Lot in the Countryhouse subdivision, by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Service Group: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs of collection, court 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 of collection, court 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. The personal obligation for delinquent assessments shall not pass to their successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Service Group shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties and in particular for the improvement and maintenance of properties, services including but not limited to yard maintenance, garbage pickup, and facilities such as garages devoted to this purpose and related to the use and enjoyment of the common properties and of the homes situated upon the properties, and includes, but is not limited to, the payment of taxes and insurance and additions to the reserve fund thereon, as well as for repair, replacement, and for the cost of labor, equipment, materials, management and supervision thereof.

- (a) The maximum annual assessment may be increased effective January 1 of each year without a vote of the membership as long as the increase is not greater than ten percent (10%) over the annual assessment for the previous year.
- (b) The maximum annual assessment may be increased above that permitted by paragraph (a) above with the consent of sixty seven percent (67%) of all the members voting, either in person or by proxy, at a meeting duly called for this purpose. Consent to any such action may be evidenced by written instrument signed by the members; by the record of the members voting in favor thereof at any meeting of members duly called and held in accordance with the provisions in this Section; or by a combination of written instrument and such record of a meeting of members. Written notice of any meeting at which an increase in assessment under this Section is to be considered shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting, and such notice shall set forth the purpose of the meeting.
- (c) After consideration of current maintenance costs and the necessary reserve funds addressing future needs of the Service Group, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 3. Special Assessments for Improvements and Special Needs. In addition to the annual assessment authorized above, the Service Group may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty-seven percent (67%) of the vote of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Article IV, Sections 2 and 3 above. **Written notice of any meeting called for the purpose of taking any action authorized under Section 2 or 3 above shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty one percent (51%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required**

quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Service Group shall, upon request, for a reasonable charge, furnish a certificate signed by an officer of the Service Group setting forth whether the assessments on a specified Lot have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Service Group. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law on the date the assessment came due. The Service Group may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to first mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The following property subject to this declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public authority;
- (b) the Common Area;

(c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Responsibility for Maintenance of Private Streets and Driveways. The maintenance responsibility of the private streets and driveways within the Service Group as shown on the recorded **plat, shall rest with the Service Group.**

## ARTICLE V ARCHITECTURAL CONTROL

**No building or re-building, wall or other structure shall be commenced, erected or maintained in the Service Group, nor shall any exterior addition to or change or alteration, including repairs and**

reconstruction due to fire or other casualty, therein be made by any owner until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Board of Directors of the Service Group, pursuant to a procedure set out in the Service Group By-Laws.

In the event said Board fails to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

The Board shall have authority to approve acceptable materials for exterior alterations, location of alterations and rooflines, color and any condition or material otherwise as a matter of judgment. The following changes, however, would disrupt the architectural harmony of the external design of the Properties and the Board shall not recommend approval:

(a) artificial plants; (b) awnings; (c) clothes lines; (d) dog or other animal houses; (e) freestanding flag poles; (f) outdoor statuary; (g) outdoor storage structures; (h) sports or recreational equipment, including but not limited to basketball backboards; or (i) temporary structures. Antennas shall be erected only pursuant to federal law.

Owners may place one figurine not to exceed twenty-four (24) inches in height outdoors within the Owner's Lot without seeking approval of the Board. However, the Board reserves the right to require removal of such figurine if the Board in its sole discretion determines the figurine is not harmonious and in keeping with the scheme and plan of development of the Properties. All other outdoor statuary or figurines require Board approval.

No enlargement to the structure shall be permitted with the exception of patios, decks and the enclosure of rear porches provided that these additions are approved in advance by the Service Group. Further, it is understood that these additions (decks, patios and enclosed rear screen porches) in the future must be maintained by the owner and his/her successors and not by Service Group. The By-Laws contain the required terms and conditions for obtaining permission to build or enclose rear porches, patios and decks.

## ARTICLE VI EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, the Service Group shall provide exterior maintenance upon each Lot as follows: paint, repair, replace and care of gutters, roofs (including skylights), exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include windows or glass surfaces (with the exception of approved **skylights on roofs**). Further, the owner of any lot may at their election plant shrubs and flowers **indigenous to the local area** and in harmony with the surrounding area and maintain portions of their **immediate yard provided** that such maintenance by the owner does not hinder the Service Group in **performing its maintenance** of the exterior of the house and the remaining yard space. The By-Laws **contain an apportionment** of the responsibility between the Service Group and the individual **homeowners for installing** and maintaining gutters.

Fences, arbors and other structures as installed by the original Declarant as part of the overall landscape plan which may lie on or cross onto the line of individual lots are intended to be a part of the Common Area for matters of maintenance and thereby subject to exterior maintenance by the Service Group.

In the event that the need for maintenance or repair is caused through willful or negligent act of the homeowner, his/her family, or guests, or invitees, the cost of such maintenance or repairs, and any legal or collection expenses or costs incurred by the Service Group related to such maintenance or repairs, shall be charged to the responsible homeowner as a special assessment.

The maintenance and repairs responsibility existing under this Article arises from normal usage and weathering. The maintenance responsibility does not include maintenance and repairs made necessary by fire or other casualty, damage, which is the subject of Article X below. Each homeowner shall provide access at reasonable hours for the performance of maintenance and repair.

It is in the best interest of the entire Service Group that all units be maintained properly and despite the fact that some dwellings may require more maintenance than others because of differing amounts of exposure to the elements, the Service Group shall be required to provide such maintenance as shall be necessary and make uniform charge without regard to the actual cost of maintaining individual buildings.

ARTICLE VII  
PARTY WALLS, ROOFS, FOUNDATIONS AND FOUNDATION WALLS

Section 1. General Rules of Law to Apply. Each wall, roof, foundation wall which is built as a part of the original construction of the homes upon the Section and placed on or traverse to the dividing line between the Lots and all reconstruction or extensions of such structures shall constitute party walls, roofs, foundations and foundation walls, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls, lateral support in below-ground construction and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Damage to party walls is insured by the Service Group's homeowners' blanket insurance policy and in the event of a casualty event to these walls, will be covered in the same manner as any other exterior wall.

Section 2. Cost of Repair. The cost of regular, non-casualty 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.

Section 3. Destruction by Fire or Other Casualty. If a party wall, roof, foundation, or foundation wall is destroyed or damaged by fire or other casualty, any Owner who has used the structure may **restore it, and if the other** Owners thereafter make use of the structure, 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 rule or law regarding liability for **negligent or willful acts** or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner **who by their negligent** or willful act causes the party wall, roof, foundation or foundation wall to be



exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 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.

Section 6. Certification by Adjoining Property Owner that No Contribution is Due. If any Owner desires to sell their property, they may, in order to assure a prospective purchaser that no adjoining property owner has a right of contribution as provided in Section 5 above, request of the adjoining property owner or property owners a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining property owner to make such certification immediately upon request and without charge; provided, however, that where the adjoining property owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

Section 7. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be settled by arbitration as provided by the laws of North Carolina, relating to arbitration as then existing.

ARTICLE VIII  
INSURANCE

Section 1. Type of Insurance. Insurance coverage on the property shall be governed by the following provisions:

(a) Ownership of Policies. An insurance policy upon the properties shall be purchased by the Service Group for the benefit of the Service Group and the owners and their mortgagees as their interests may appear, and provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of townhouse owners. The policy will be an "all risks" policy which covers all risks except those that are specifically stated in the policy to be exceptions. Further, the blanket policy is to be defined as covering all realty within Service Group as opposed to personal property; that is, property that may be removed and taken with a seller when they move out. The Service Group also notes that for purposes of the blanket insurance carried by the Service Group, common interior walls between dwellings are considered "exterior" walls and thereby damage to them is covered by the same blanket policy.

Owners are strongly urged to obtain HO 6 (Home Owners VI) insurance coverage at their own expense upon their own personal property and for their personal liability and living expense as well as such other coverage as they may desire. **Any personal loss which would have been covered by an owner-purchased HO 6 Policy will not be covered by the Service Group's blanket policy. Further, the homeowner concerned will be held responsible for such losses as well as obligated to repair any damage to the inside of his/her unit that otherwise might have been covered by an HO 6 policy had such a policy been in effect.**

**(b) Coverage.** All buildings and improvements upon the land and all personal property included in the common areas and facilities shall be insured in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Service Group with such assistance as may be practical. Such coverage shall provide protection against:

- (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and
- (2) Such other risks as from time to time shall be customarily covered with respect to buildings on the land.
- (3) Said policies shall contain clauses providing for waiver of subrogation.

Public liability insurance shall be secured by the Service Group in such amount and with such coverage as shall be deemed necessary by the Service Group, but in no case less than \$2,000,000 per occurrence, including, but not limited to, an endorsement to cover liability of the townhouse owners as a group to a single townhouse owner. There shall also be obtained such other insurance coverage as the Service Group shall determine from time to time to be desirable and necessary.

(c) Payment of Premiums and Deductibles. Premiums upon insurance policies purchased by the Service Group shall be paid by the Service Group and charged on a pro rata basis to the townhouse owners as an assessment according to the provisions of Article IV above. In the event of a casualty loss, the costs of any repair or restoration that exceed the amount of available insurance proceeds by reason of the applicability of any deductible shall be paid by the damaged Owner, or by the damaged Owners if more than one in proportion to the damage sustained.

(d) Proceeds. All insurance policies purchased by the Service Group shall be for the benefit of the Service Group and the townhouse owners and their mortgage holders as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Service Group as insurance trustees under this Declaration. The sole duty of the Service Group as insurance trustees shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein or stated in the By-laws and for the benefit of the townhouse owners and their mortgage holders in the following shares:

- (1) Proceeds on account of damage to common areas and facilities held for the Service Group.
- (2) Proceeds on account of damage to townhouse shall be held in undivided shares for the owners of damaged townhouses in proportion to the cost of repairing the damage suffered by each townhouse owner, which cost shall be determined by the Service Group.
- (3) In the event a mortgage endorsement has been issued to a townhouse, the share of **the owner** shall be held in trust for the mortgage holder and the owner as their interest **may appear**.

**Section 2. Distribution of Insurance Proceeds.** Proceeds of insurance policies received by the Service Group as insurance trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

- (a) Reconstruction or Repair, as provided above;
- (b) Expense of loss settlement incurred by the Trustee;
- (c) Any proceeds remaining after defraying such cost shall be retained by the Service Group.

ARTICLE IX  
USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Service Group shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the yard space of each Lot and the Common Areas.

Section 2. Use of Properties. No portion of the Properties shall be used except for single-family residential purposes. The term "single-family" shall mean occupancy by (a) an individual and the individual's children and/or parents, or (b) two or more persons related by blood, marriage, adoption, guardianship, or duly-authorized custodial relationship and their children and/or parents; or (c) any two unrelated persons and the children and/or parents related to either of them, living together as a single housekeeping unit. This definition is intended to exclude any group whose association is temporary or seasonal in nature, such as a group of college students sharing a house, and any group providing a framework for transients or transient living.

Section 3. Quiet Enjoyment. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No vehicles may be stored or allowed to remain within the subdivision without display of current registration. No inoperable vehicle may be allowed to remain within the subdivision. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. In the event that any owner of any property in the subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Service Group may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass, and in the event of a removal, a lien shall be created in favor of the Service Group and against such Lot for the full amount chargeable to such Lot and such amount shall be due and payable within thirty (30) days after the owner is billed therefor.

Section 4. Animals. No animals which spend any portion of their lives living outside, other than dogs and cats, are permitted. Moreover, the number of dogs and cats permitted is restricted to no more than two dogs or two cats (or one cat and one dog) per single unit which shall be kept by the owners and occupants, and these pets shall be confined to the occupant's home unless on a leash and under the owner's care. No animals may be kept or maintained for commercial purposes. In addition **to other remedies available** for violation of this provision, the Service Group may, in its discretion, **assess a fine consistent** with Chapter 47F of the North Carolina General Statutes for a violation of this provision. Reasonable exceptions to the above ruling may be granted by the Board of Directors upon **application of the same** by the homeowner concerned.

Section 5. Signs. No commercial signs, including "for rent", "for sale" and other similar signs, **shall be displayed by anyone** including, but not limited to, the owner, a realtor, a contractor or

subcontractor, except with the written permission of the Board of the Service Group or except as may be required by legal proceedings, it being understood that the Board of the Service Group will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the Board of the Service Group reserves the right to restrict size, color and content of such signs.

Section 6. Number of Residents. No more than five residents are permitted in each unit. Further, no more than two of these five may be unrelated by blood or marriage. The Board of the Service Group may, upon petition for good cause, grant exceptions to this restriction.

Section 7. Leasing of Lots.

(a) For purposes of this Section, "Leasing" shall be defined as allowing occupants to reside on a Lot for any consideration, other than as provided below. Leasing shall also include leasing with an option to purchase or contracts for deed whereby the current occupant is not the Owner of the property. In addition, leasing shall include permitting the Lot to be occupied solely by non-Owners or permitting the Lot to be occupied solely by persons that are not principals in the case of ownership by a legal entity; provided, however, that a Lot shall not be considered to be leased if an Owner's child or parent resides in the home, subject to the requirement that the Owner shall provide proof of such relationship to the Board of Directors in a form acceptable to the Board. Owners' failure to comply with the requirements of this section shall in no event constitute a waiver of this requirement by the Association if the maximum percentage of rentals is exceeded.

(b) All leases shall be in writing and shall provide that they are subject to all terms of the Articles of Incorporation, Declaration (as amended), Bylaws and any other governing documents or rules of the Association. Leases shall provide that failure to comply with all terms of the Articles of Incorporation, Declaration (as amended), Bylaws or rules of the Association shall constitute a default under the lease for which the lease may be terminated.

(c) No portion of any unit may be leased, no room rented, nor less than the entire dwelling on any Lot be leased to any tenant.

(d) No leased dwelling on any lot may be occupied by more than 5 (five) persons and by no more than 2 (two) persons who are unrelated by blood or marriage. In any event, the number of cars permitted to a lessee is restricted to two vehicles per unit, as outlined in Article II, Section 3.

(e) No lease shall be for a period of less than twelve (12) months and Owners shall be prohibited from advertising or otherwise holding their Lot out for leases or occupancy for less than twelve (12) months. No lot may be leased except in its entirety, and sub-leasing is prohibited.

(f) Any person or entity who or which owns a Lot and is leasing that Lot as of the date of adoption of this Section may continue to lease that Lot as long as they own that Lot, regardless of the **unit number cap outlined** below. Provided, however, that upon the sale or transfer of ownership, the **new Owner shall be subject** to all leasing restrictions outlined herein.

(g) **It is the intent** of this Section that no more than 30 of the Lots shall be leased at any **time. Beginning as of the** date of adoption of this Section, the Association shall maintain a list of all **Lots that are being leased.** Any Owner leasing their Lot shall provide the Association with a copy of **the lease within seven (7) days** of the Lot being initially rented, and within seven (7) days upon any

renewals or subsequent lease. To the extent that any Owners are currently renting their Lots at the time that this Amendment is recorded, those Owners shall provide to the Association a copy of the current lease within seven (7) days after the recording of this Amendment, and within seven (7) days of any renewals or subsequent lease. Along with any copy of a lease provided to the Association, the Owner shall provide current contact information for themselves and contact information for each adult tenant.

(h) Beginning as of the date of adoption of this Section, any Owner wishing to lease a Lot that was not leased as of the date of adoption must obtain written approval from the Board of Directors. Approval shall be given so long as the 30 Lot threshold required above has not been reached. Upon the sale or transfer of ownership, the new Owner shall be subject to all leasing restrictions as outlined in this Section. The Board shall determine whether the threshold has been reached and communicate to the Lot Owner whether the Lot is eligible to be leased.

(i) The Association Board of Directors shall be entitled to adopt additional reasonable rules to assist in the administration of these terms.

Section 8. Garbage Cans and Firewood. Garbage cans shall be stored either in the garage or in places designated by the Service Group. Garbage cans should not be left outside of the garages on non-collecting trash days. Firewood may not be stored in the garages.

Section 9. Common Area. No horses or minibikes shall be permitted on any of the Lots shown on the plat referred to above, on the streets, or on the Common Area unless such Common Area shall be designated for such use by the Service Group.

Section 10. Trailers and Temporary Structures. No house trailer, tents, mobile homes or motor homes or their like, or temporary structures of any kind may be placed on any Lot at any time, either temporarily or permanently.

Section 11. Mailboxes. No tubular or other receptacles for newspapers or advertising publications nor any mailboxes shall be placed in the front yards or within the street right-of-ways in front of any house.

Section 12. Trees. No trees measuring six (6) inches or more in diameter (outside bark to outside bark) at four feet above the ground shall be removed without prior written approval of the Service Group.

Section 13. Maintenance of Lots. Each Lot owner within the development shall maintain and preserve his Lot in a clean, orderly and attractive appearance within the spirit of the development.

## ARTICLE X DAMAGE AND DESTRUCTION

**Except as hereinafter provided, damage to or destruction of a building shall be promptly repaired and restored by the Service Group using the proceeds of insurance on the building for that purpose and owners of damaged townhouses shall be liable for assessment of any deficiency; provided, however, if a building be so damaged or destroyed by fire or other casualty that the same is untenable, the building shall be reconstructed.**

Any reconstruction or repair shall be in accordance with the plans and specifications of the original and including any changes made to the original building if these were done in accordance to the provision set forth in Article V above.

Further, all restoration must conform to the current architectural regulations of the Service Group as well as to the current building code being enforced when the restoration is carried out.

ARTICLE XI  
GENERAL PROVISIONS

Section 1. Easements. All of the properties, including Lots and common areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines and other public utilities as established by the Declarant or by the Service Group prior to subjecting the property to this declaration; and the Service Group shall have the power and authority to grant and establish upon, over, under and across the common areas conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the property. In addition, there is hereby reserved in the Declarant and its agents and employees an easement and right of ingress, egress and regress across all Common Areas, now or hereafter owned by the Service Group for the purpose of construction or improvements within the property.

Section 2. Enforcement. The Service Group or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Further, the Service Group shall have the authority to enforce this Declaration, the By-Laws and all duly enacted rules and regulations by fines consistent with Chapter 47F of the North Carolina General Statutes. Failure by the Service Group or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than sixty seven percent (67%) of the Lot Owners, consistent with the terms of the Act.

CERTIFICATION

By authority of its Board of Directors, the undersigned President of the Service Group certifies that the foregoing instrument has been duly approved by the Owners of sixty-seven percent (67%) of the Lots in the Property, and shall be effective upon recordation in Chatham County Registry.

COUNTRYHOUSE SERVICE GROUP V, INC.

BY: *N. Helene Carlson*  
N. Helene Carlson, President

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

I, *Laura F. Morgan*, a Notary Public of the County and State aforesaid, do hereby certify that N. Helene Carlson personally came before me this day and acknowledged that she is the President of Countryhouse Service Group V, Inc., a North Carolina corporation, and being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this *23<sup>rd</sup>* day of *November*, 2021.

*Laura F. Morgan*  
Notary Public

My commission expires: *1/8/2023*

