

**Retyped**  
Amended and Restated  
Restrictive and Protective Covenants  
The Oaks III Subdivision

Filed  
Book 2287 Page 471-512  
'97 Feb 28 Pm 1 03  
Willie L. Covington  
Register of Deeds  
Durham County, NC

WHEREAS, Goforth Properties, Inc. imposed restrictive covenants on Oaks III Subdivision in phases as follows:

<u>Phase</u>	<u>Restrictive Covenants</u>
B1	Book 1397, Page 938
B2, B3b, B4b and B5b	Book 1415, Page 183
B3a, B4a and B5a	Book 1448, Page 307

WHEREAS, each of the foregoing restrictive covenants provide that the covenants may be amended by the written agreement of at least two-thirds of the owners of real estate in the area subject to the restrictive covenants; and,

WHEREAS, the undersigned, being two-thirds of the owners of lots in Phase B1, Oaks III Subdivision, according to the plat recorded at Plat Book 115, Page 96, Durham County Registry, and being two-thirds of the lot owners in Phases B2, B3b, B4b and B5b according to the plats recorded at Plat Book 115, Pages 146-147, Durham County Registry and being two-thirds of the lot owners in Phases B3a, B4a and B5a, Oaks III Subdivision according to the plats recorded at Plat Book 117, Pages 114 through 116 Durham County Registry wish to amend and restate the restrictive covenants recorded at Book 1397, Page 938, Book 1315, Page 183 and Book 1448, Page 307 as amended at Book 1625, Page 546 and Book 1665, Page 49, Durham County Registry;

NOW, therefore, the undersigned adopt the following Amended and Restated Protective Covenants for the Oaks III Subdivision for the purpose of protecting the value and desirability of the property lying within the subdivision and which run with the real property described above and shall be binding upon and shall inure to the benefit of all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors, assigns and legal and/or personal representative to wit:

1. *Easements.* Conveyances of lots in the Oaks III Subdivision are made and accepted subject to any easements or rights of way that may have been granted for power, light, telephone, cable, sewer and drainage facilities or as

shown on the recorded plats of Oaks III. Additionally, eight (8) feet along the side property lines and twenty-five (25) feet along the rear property line of each lot are reserved for the purpose of providing general utility easements for the installation of utilities not otherwise provided for on the recorded plats.

2. *Residential Purposes.* No lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family residence and its customary accessory buildings and uses. No duplex houses, apartments, commercial or industrial buildings shall be constructed within the area. This provision shall not be interpreted to preclude the provision of servant's quarters or rooms incidental to the residence and garage structure, nor does it preclude the inclusion of one small light housekeeping apartment within a residential structure.
3. *Further Subdivision.* No residence shall be erected on less than one lot, and no lot shown on the recorded plats of Oaks III Subdivision shall be further subdivided except that two lot owners may subdivide a lot lying between them, but only one residence may be built on the combined original lot and the subdivided portion of any lot; provided, further, that adjoining property owners may adjust a common boundary by the sale or exchange of property between them so long as such sale or exchange conforms in all respects with the applicable zoning ordinance.
4. *Architectural Review.* No dwelling house, building, fence, dog run, pool, deck, or other structure of any kind (hereafter "Improvement") shall be erected, placed or altered on any lot and no clearing of trees or grading of land shall commence until the plans and specifications for such Improvement have been approved in writing by the Board of Directors of the Oaks III Homeowners Association, P.O. Box 3357, Chapel Hill, NC (the "Board") after review by an Architectural Review Committee (the "ARC") appointed by the Board.

The plans and specifications for any Improvement submitted to the Board shall include floor plans, elevations showing exterior finishes, drainage and grades, driveways and walks, landscaping and the location of all proposed improvements on the lot. The Board shall approve the proposed Improvements if it determines that the Improvements are in conformity and in harmony of exterior design with existing structures in the area, that the location of the Improvements are appropriate with respect to topography and that the finished ground elevation and orientation are harmonious with neighboring structures.

If the Board fails to approve or disapprove a proposed Improvement within thirty (30) days after all required plans and specifications have been

submitted to it in writing, the proposed improvement shall be deemed to be approved.

5. *Landscaping.* Surface grading and erosion control plantings such as ground cover or grass and basic landscaping shall be completed within ninety (90) days from the completion of an approved dwelling. Driveways must be completed prior to occupancy. All driveways shall be paved with concrete, asphalt, brick or other such material as may be approved in writing by the Board. No contiguous area greater than twenty percent of any lot not to be occupied by the house and other structures shall be cleared of trees except upon written approval by the Board. Any owner violating these provisions shall be responsible for restoring the damaged areas with suitable trees and plantings acceptable to the Board.
6. *Minimum Square Footage.* The minimum size of dwelling structures within this area shall be two thousand (2,000) square feet heated and finished living area for single story dwellings and two thousand four hundred (2,400) square feet heated and finished living area for multi-story dwellings.
7. *Garages.* All dwellings must include either an attached or a detached garage suitable for at least two cars and equipped with automatic door openers.
8. *Setbacks.* No building or part of a building other than steps, overhanging eaves or cornices shall extend to the front and side property lines than the building lines shown on the recorded plat of the Oaks III. In any event no building shall be located on any lot nearer than twenty (20) feet to any side property line or nearer than fifty (50) feet to the front property line. On any corner lot, the fifty foot setback line shall apply only to that side of the lot that the house faces and the other setbacks shall be considered a side property line and shall only be twenty (20) feet. No building shall be located on any lot nearer than twenty five (25) feet to the rear lot line. Relief from the above restrictions may be granted by the Architectural Review Committee of the Oaks III Subdivision Homeowners Association at its discretion so long as granting such relief does not violate the applicable zoning ordinance.
9. *Temporary Structures.* No structure of a temporary character, trailer, motorized home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a temporary residence.
10. *Animals.* No horses, cattle, swine, ducks, geese, chickens or goats may be kept on any homesite but limited numbers of dogs and cats may be kept on homesites under reasonable regulations of control and sanitation, provided they do not become a nuisance to other owners in the development, and further, provided that they are not kept, bred or maintained for any commercial purpose.

11. *Waste Containers, Satellite Dishes, etc.*. All garbage containers shall be stored to conceal them from the public view and curbside trash deposits shall be prohibited except for curbside collection of recyclable waste, yard waste and excess trash as required at curbside by the Town. Outside clotheslines, freestanding satellite dishes and attached satellite dishes in excess of 24 inches and T.V. and radio antennas shall be prohibited.
12. *Utilities*. All telephone, electric, cable, water, sewer and other utility lines and connections between the main line and the structures located on the lots shall be concealed and located underground.
13. *Mailboxes*. No individual mailboxes and /or tubular receptacles for newspapers or advertising publications shall be permitted at curbside; cluster mailboxes shall be provided by the U.S. Postal Service.
14. *Vehicles*. Boats, campers, trailers, motor cycles, recreational vehicles, and trucks shall be concealed from the public view. On-street parking of lot owners' and residents' vehicles shall be prohibited.
15. *Signs*. No construction signs larger than 29" by 22" nor any lot "For Sale" signs larger than 12" by 12" shall be permitted. Construction signs shall be removed upon completion of construction.
16. *Appearance*. Each lot owner within the Oaks III shall maintain and preserve his lot in a clean, orderly and attractive appearance. Lot owners shall be responsible for maintaining that portion of the street right-of-way between their lot and the pavement of the streets.
17. *Real Covenants*. It is expressly understood and agreed between lot owners in the Oaks III and all subsequent lot purchasers therein that all conveyances of lots in the Oaks III are made subject to these covenants, conditions, and restrictions, and that they are for the protection and general welfare of property owners in Oaks III and shall be covenants running with the land binding upon all parties owning lots in the Oaks III.
18. *Renewal*. These covenants, conditions and restrictions shall remain in full force and effect through December 31, 2020, after which said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of two-thirds of the then owners of the lots in the area it is agreed otherwise. These provisions may be amended at any time by a written agreement approved by at least two-thirds vote of the owners of real estate in this area. All owners of multiple lots shall have one (1) vote per lot.
19. *Enforcement*. It is further stipulated and agreed that the owners of property in the Oaks III and their heirs, successors or assigns, may enforce the above

restrictive covenants and agreements by injunction and that this shall not be in exclusion of, but in addition to, other remedies available in law.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or if a corporation, has caused this instrument to be signed in its corporate name by its President, attested by its Secretary and its corporate seal affixed hereto.