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Prepared by and return to: Fallow Wynns + LLC  
3006 River Forks Road  
Sanford, NC 27330

NORTH CAROLINA, CHATHAM COUNTY

DECLARATION OF PROTECTIVE COVENANTS FOR  
RIDGE WYNN FARMS SUBDIVISION

THIS DECLARATION "Declaration") is made the 12<sup>th</sup> day of June, 2023, by Fallow Wynns + LLC, a North Carolina limited liability company ("Declarant").

WHEREAS, the Declarant (1) is the owner of the real property described in Article I below ("Property") and (2) desires that the Property be owned and conveyed subject to the protective covenants hereinafter set forth and whereas (3) the Property is being developed by Declarant as a residential community known as "Ridge Wynn Farms";

NOW, THEREFORE, the Declarant hereby declares that the Property shall be held, sold and conveyed subject to the protective covenants set forth below, which shall be binding on all parties having or acquiring any title or interest in the Property, or any part thereof.

ARTICLE I - SUBJECT PROPERTY

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in this Declaration is located in the County of Chatham, State of North Carolina, and is more particularly described as follows:

All of the Tracts numbered 1 through 6 and Tract A as shown on the plat entitled, "Correction Survey For: Ridge Wynn Farms on The Property of: Fallow Wynns + LLC," prepared by Dan W. Tanner II, PLS, of Survey Carolina, PLLC, dated October 18, 2022, revised March 22, 2023, and recorded on Plat Slide 2023-78, Chatham County Registry ("Plat").

## ARTICLE II - TRACTS AND VARIANCE OF LINES

The Declarant and subsequent Owners may subdivide each of the initial Tracts shown on the Plat into no more than two (2) Tracts in accordance with this Declaration and applicable County laws and subdivision regulations.

## ARTICLE III - USES

Uses of all Tracts shall be limited by this Declaration to (1) two outbuildings for barns, sheds, an apartment and a vacation structure, (2) agricultural and business uses and (3) one detached residential dwelling for Tracts 1, 3, 4, 5 and 6 and two dwellings for Tract 2. Tract A can only be used for offsite septic systems serving other Tracts.

## ARTICLE IV - PLAN SUBMISSIONS

While improvements may be incremental, no improvements or alterations including dwellings, outbuildings, fencing, and landscaping shall be permitted until plans and specifications with respect thereto have been submitted to the Declarant over the signature of the Owner or its agent and approved in writing by the Declarant in a form satisfactory to the Declarant. Declarant and its agents may, with a minimum 48-hour notice, enter upon a Tract for the purpose of inspecting the improvements and site development for compliance with the Declarant's decisions. Approval, in the sole discretion of the Declarant, shall be based on compliance with applicable laws and these Declarations.

If the Declarant fails to approve or disapprove in writing such plans (including submissions of disapproved plans) within 30 days after the same have been submitted it shall be conclusively presumed that said plans and specifications have been approved; provided, however, that no approval shall be presumed for any plan that would be in violation of the express terms and conditions of this Declaration. The Declarant shall notify the Owner in writing upon receipt of all required plans and specifications and the 30-day period shall commence on the date of such notification. If the Declarant disapproves plans it shall notify the Owner in writing as to the reasons for the disapproval and what changes will be required for re-submission and approval.

The Declarant shall not be liable for damages or losses to anyone submitting plans for approval or to the Owner of other Tracts affected by this Declaration, by reason of mistake in judgment, negligence, or nonfeasance arising out of approval or disapproval or failure to approve any such plans and specifications. Every person who submits plans agrees not bring any action or suit against the Declarant to recover damages for any such conduct.

## ARTICLE V - RESIDENTIAL DWELLING

The minimum size for a one-story dwelling shall not be less than 2,000 square feet. A two-story dwelling shall not be less than 2,400 square feet of total finished living area with the ground floor having no less than 1,200 square feet. The second floor shall have materials and workmanship

equal in quality to those on the ground floor. Total finished living area for one and two-story dwellings shall be exclusive of basements, porches, garages and storage areas. One detached residential dwelling is permitted for Tracts 1, 3, 4, 5 and 6 and two for Tract 2.

All materials used in the exterior construction of a dwelling shall be new building materials. No dwelling shall have or contain a metal roof, metal siding or exterior cinder block; provided, however, that painted metal roofs and painted or wood grain aluminum siding reasonably maintained shall be permitted. If rusting or corrosion occurs, said roofing or siding shall immediately be repaired and painted.

#### ARTICLE VI - VACATION STRUCTURES, APARTMENTS AND OUTBUILDINGS

There shall be no more than two outbuildings on any Tract. The outbuildings may be used as vacation structures, apartments, barns or storage buildings. Outbuildings shall not exceed two stories in height, and all outbuildings on a Tract may contain, but not exceed, up to 2,900 total cumulative square feet. Materials, workmanship and maintenance shall be the same as for residential structures provided, however, the bottom three feet of the foundation of an outbuilding may contain exterior cinder block as long as said cinder block is painted or covered in some other manner.

#### ARTICLE VII - TEMPORARY STRUCTURES

Campers and recreational vehicles may be kept on Tracts if they are kept in a permitted outbuilding or in a wooded area on a Tract and are not visible from any other Tract. No other structure of a temporary nature, trailer, camper, recreational vehicle, van, basement, tent, shack, garage, barn or other outbuilding shall be permitted on any Tract except as provided above.

#### ARTICLE VIII - BUILDING SETBACKS, PRIVACY BUFFERS AND STREAM BUFFERS

No building shall be located on any Tract so as to be nearer to any boundary line of the Tract than the setback lines shown on the Plat. In the event a Tract Owner owns and builds a dwelling on two or more adjacent Tracts, the multiple Tracts shall be considered as one Tract for the purposes of setback requirements. So as to enhance visual privacy setback areas shall be kept wooded. A two-hundred-foot stream conservation buffer in which only dead or dying trees can be cut shall be observed on both sides of the stream forming the property lines for Tract 4 and Tract 5, Tract 2 and Tract 5 and Tract 2 and Tract 6.

#### ARTICLE IX- FENCING

All fencing constructed the Declarant or an Owner or Occupant shall be maintained by the Owner or Occupant in a reasonable state of repair. In the event fencing is located upon a

property line between two Tracts, said fencing shall be kept and maintained jointly by the Owners of said adjoining Tracts in a reasonable state of repair. Fencing materials shall be limited to woven wire with one board on top, wood fencing (rail or board) with three rails or boards and black wrought iron or black aluminum fencing with vertical spires or pickets. All fences shall be at least 48 inches high and shall have posts at least every eight feet.

#### ARTICLE X – EASEMENTS

Declarant hereby reserves, and grants to the Declarant and its successors and assigns, a non-exclusive easement and right-of-way over, under and along a thirty foot wide area on Tract 1 along the northern boundary of the railroad right of way and shown and labeled as, "Proposed 30' Septic Line Easement 26,940 Sq. Ft." on the Plat for the installation, repair and replacement of underground pipes and other equipment necessary for septic system and sanitary sewer facilities. Within the above-described easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation, repair or replacement of septic and sanitary utilities. The easements shall not be terminated by merger or other wise, except upon execution and recordation of an instrument terminating any such easement pursuant to Article XVIII hereof.

#### ARTICLE XI - NOXIOUS OR OFFENSIVE ACTIVITY

No Environmentally Unsound Activity nor any noxious or offensive condition or trade involving plants or animals, or devices shall be permitted upon any Tracts. Riding of motorcycles, go-carts or any other vehicles that create noise in excess of the limits established by applicable laws or regulations shall not be permitted on the Property. No mobile homes, inoperable automobiles, or trade materials that are visible from any other Tracts may be stored on the Tracts. Unless a variance is granted by the Declarant no business activity or trade of any kind except for an Owner-based professional office shall be carried on upon any Tract. No sign or billboard shall be placed, or maintained on any Tract, excepting "For Sale" signs of not more than ten (10) square feet in area.

#### ARTICLE XII – USES

Business: An Occupant may carry on a business provided the Tract is also used for residential purposes by the Occupant, only one non-family member is involved in the business, said business is not prohibited by any applicable law or regulation, no signs regarding the business are located on the Tract and said business including equipment is located solely within the residential dwelling or outbuildings.

Crops may be cultivated and harvested provided there are no legal prohibitions on said crops.

Grazing and browsing stock kept properly fenced, contained and cared for may be kept on a Tract including horses, cows, sheep and goats. The animals may be fenced together provided

three acres are provided individually per horse, one acre is provided individually per cow and one acre individually is provided per two goats or sheep. Only those animals being more than six months old shall be counted herein. When animals are contained in stables or barns and given adequate feed and exercise area, animal numbers can increase by 40%. Animals owned by other persons may be kept on a Tract provided when said animals are added to the number owned by the Occupant, the number does not exceed the limitations contained herein. The Declarant can grant variances to include other animals.

Fowl including chickens, turkeys, ducks, geese, pheasant, geese and guinea hens may be kept on a Tract provided the total number of Fowl shall not exceed twenty-five (25) adults and one hundred (100) chicks and the Fowl cannot go on a Tract not owned by the Occupant. The Declarant can grant variances to include other fowl.

Household Pets including domestic dogs, cats and other pets may be kept upon a Tract provided the number does not exceed nine (9) and pets are kept under supervision and not allowed to go on a Tract not owned by the Occupant.

#### ARTICLE XIII - GARAGE, REFUSE AND DEBRIS

It shall be the responsibility of each Tract Owner to prevent any unclean, unsightly, or unhealthy conditions of buildings or grounds on their Tract which shall substantially decrease the beauty or usability of the Tract or other Tracts. Each Tract Owner shall provide receptacles for garbage in an area not generally visible from the roadways serving the Tracts.

#### ARTICLE XIV - STORAGE RECEPTACLES

No fuel tanks or similar storage receptacles on a Tract shall be visible from any other Tract, and may be installed only within the dwelling or within a permitted outbuilding or buried underground.

#### ARTICLE XV - WATER AND SEWAGE SYSTEMS

All water and sewage systems shall be in conformity within the requirements of the Health Department of the County and other applicable governmental agencies with jurisdiction, and shall be inspected and approved by the same to the extent required by applicable laws or regulations.

#### ARTICLE XVI – DEFINITIONS

Capitalized terms used in this Declaration and not defined elsewhere herein shall have the meanings set forth below.

“County” shall mean and refer to the County of Chatham of the State of North Carolina.

“Crops” shall mean plants, food stuffs or foliage planted for human or animal consumption.

“Declarant” shall mean Fallow Wynns + LLC, a North Carolina limited liability company, its successors and assigns.

“Declaration” shall mean this Declaration of Protective Covenants for Ridge Wynn Farms Subdivision as it may be amended and/or supplemented from time to time as herein provided.

“Environmentally Unsound Activity” shall mean any action or failure to act that causes soil erosion, release or use of chemicals in violation of any applicable laws or regulations or the cutting of trees in designated “Special Flood Hazard Areas” shown on flood hazard boundary maps issued by the Federal Emergency Management Agency that include any of the Property..

“Fowl” shall mean chickens, turkeys, peacocks, pheasant, ducks, quail, geese and guinea hens.

“Grazing Stock” shall mean and refer to Cows, Goats, Sheep and Horses.

“Occupant” shall mean any person occupying all or any portion of a Tract or the Property for any period of time, regardless of whether such person is a tenant of the Owner.

“Owner” shall mean the record owner, whether one or more persons or entities, of fee simple title to any Tract or other portion of the Property, and shall include Declarant as to any Tract or portion of the Property unless otherwise qualified herein, but excluding those having such interest merely as security for the performance of an obligation.

“Property” shall mean that real property located in the County as described in Article I of this Declaration.

“Tract” shall mean any numbered or lettered tract of land shown on any plat which is a part of the Property and which shall be restricted for such uses as are consistent with this Declaration and any other restrictions covering the area. No tract of land shall become a “Tract” as is used herein until a plat of the area is recorded in the Office of the Register of Deeds of the County. For purposes of voting or consenting to any matter by the Owners of Tracts, Tract A as shown on the Plat shall not be counted as a separate Tract, and no Owner of Tract A shall have the right to vote on any matter or to consent or withhold consent to any matter solely by virtue of ownership of Tract A.

#### ARTICLE XVII – NOTICE

Any notice required to be sent to an Owner or co-Owner of a Tract under the provisions of this Declaration shall have been properly sent when mailed, postage prepaid, to the person who appears as Owner upon the tax records of the County at the address of such person as shown in the tax records of the County.

#### ARTICLE XVIII - AMENDMENT AND DURATION

Except as otherwise expressly provided herein and subject to the limitations hereinafter contained, this Declaration may be amended at any time by the written consent of the Owners of not less than sixty-seven percent (67%) of the number of then-existing Tracts that are subject to this Declaration. Provided, however, that any amendment to this Declaration must be consented to by Declarant until such time as Declarant no longer owns any portion of the Property. Any amendment shall become effective when an instrument executed by the Owners consenting to the amendment and the Declarant, if required, is recorded in the Office of the Register of Deeds of the County.

This Declaration shall run with and bind the Property and any Owner for a term of twenty (20) years beginning on the date this Declaration is recorded in the Office of the Register of Deeds of the County. At the end of such twenty (20) year period, the Declaration may be extended for ten (10) years when the Owners of sixty-seven percent (67%) of the number of then-existing Tracts that are subject to this Declaration agree in writing to extend the Declaration. Any extension of this Declaration shall become effective when an instrument executed by the Owners consenting to the termination and the Declarant, if required, is filed of record in the Office of the Register of Deeds of the County.

Notwithstanding the foregoing provisions regarding amendment and termination of this Declaration the easements reserved and dedicated herein, including the easements described in Article X hereof shall not be amended or terminated, and shall not expire at the expiration of Declaration, except as may be consented to in a written instrument executed by all beneficiaries of such easements and recorded in the Office of the Register of Deeds of the County.

#### ARTICLE XIX – ENFORCEMENT

The Declarant or any Owner shall have the right, but not the obligation to enforce the provisions of this Declaration Enforcement of the Declaration provisions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate such provisions including charges of liens. Failure by the Declarant or any Owner to enforce any provisions including charges or liens shall not be deemed a waiver of the right to do so thereafter.

#### ARTICLE XX – SEVERABILITY

If any section, paragraph, sentence or clause of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining sections, paragraphs, sentences and clauses shall continue in full force and effect.

ARTICLE XXI- TITLES

The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

ARTICLE XXII- NO EXEMPTION

No Owner or other party may exempt himself from the coverage hereof or obligations imposed hereby by non-use of such Owner's Tract(s) or other property located within the Property.

ARTICLE XXIII - CHANGES TO PLANS FOR THE PROPERTY

Declarant reserves the right to change the uses and densities that exist on any portion(s) of the Property owned by Declarant, subject to the covenants, conditions and restrictions contained in this Declaration.

*[Signature on following page.]*



IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first above written.

FALLOW WYNNS + LLC,  
a North Carolina limited liability company

By: Clyde A. Keisler  
Clyde A. Keisler, Jr., Manager

NORTH CAROLINA, CHATHAM COUNTY

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Clyde A. Keisler, Jr., Manager.

My Commission Expires: 11/10/2024 Denise M. Hart  
Notary Public

Print Name: Denise M. Hart

[Affix Notary Stamp or Seal]

Date: June 13, 2023

