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END PAGE 1093
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Prepared by: Chad Wesley Riggsbee, Attorney at Law, PO Box 147, Pittsboro, NC 27312

Return to: Jody Jameson, 287 Deer Run, Pittsboro, NC 27312

NORTH CAROLINA

RESTRICTIVE COVENANTS AMENDMENT

CHATHAM COUNTY

**FIRST AMENDMENT TO THE DECLARATION OF THE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MOUNT GILEAD WOODS PHASE IV**

THIS FIRST AMENDMENT (the "Amendment") to the Declaration of Covenants, Conditions and Restrictions for Mount Gilead Woods Phase IV, made and entered this the 10th day of May, 2018, by ERSKINE X. HEATHERLY, JR.; DENNIS J. HEARNE; PATRICA L. ELLIS; DANA V. BRANTLEY; JODY L. JAMESON; NATHAN DEAN WHITEHURST; MARK D. FLYNN; WILLIAM C. WYATT; JANET F. WYATT; DAVID R. FOSTER; KEVIN J. KUHNELL; ANTON ARIS SIMOPOULOS; MANESH GANORKAR; RITA SHOPPE; LORRIE RIDDELL; ELAINE GREGG; JENNIFER HAMPSEY; MICHAEL DAVIS; PATTIE DAVIS and THOMAS COYLE; hereinafter referred to as "Declarants";

WITNESSETH

WHEREAS, the Declarants are the owners of the real property described and referenced in, and subject to, the covenants, conditions, and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions for Mount Gilead Woods Phase IV, recorded in Deed Book 1462, Page 1081, Chatham County Registry (the "Declaration"); and

WHEREAS, Article VIII of the Declaration allows for extension and amendment of the restrictions and covenants therein by written declaration of the owners of two-thirds (2/3) of the lots within the subdivision;

AND WHEREAS, this Amendment has been adopted by written declaration of the owners of two-thirds (2/3) of the lots within the subdivision, as evidenced by their signatures upon this instrument;

NOW, THEREFORE, the Declarants hereby amend the Declaration as follows:

1. **Article IV, Section 14 of the Declaration is hereby amended by deleting the text of said Section in its entirety and substituting the following text in its stead:**

“Section 14: Conservation All landscaping of areas not used for structures upon any lot shall be done in a manner as to preserve the natural forest and prevent soil erosion. From the center of road, seventy-five (75) feet of the natural growth and forest shall remain undisturbed. From property lines other than road frontage, twenty-five (25) feet of the natural growth and forest shall remain undisturbed. Existing driveways are exempt from this rule.”

2. **Article IV, Section 15 of the Declaration is hereby amended by deleting the text of said Section in its entirety and substituting the following text in its stead:**

“Section 15: Lights No lighting shall be used outside enclosed buildings nor outside area lighting of which consumes more than fifty (50) watts per bulb and until such outdoor lights which are used shall be shaded such that no direct rays are shown on any area within thirty (30) feet of a property line.”

IN WITNESS WHEREOF, the Declarants have caused this Amendment to be executed to be effective as of the day and year first above written.



Kevin J. Kuhnell, President

Mt. Gilead Woods Phase IV Landowners Assoc., Inc.

STATE OF North Carolina

COUNTY OF Chatham

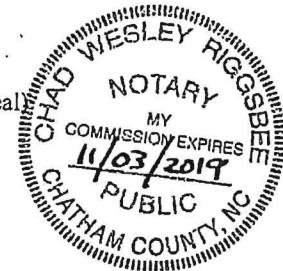
I, Chad Wesley Riggsbee, a Notary Public in and for said County and State, do hereby certify that Kevin J. Kuhnell personally appeared before me this day and being duly sworn, stated that in his presence Patricia L. Ellis, Denis J. Hearne, Jody L. Jameson, William C. Wyatt, David R. Foster, Anton Aris Simopolous, Lorie Riddell, Elaine Gregg, Jennifer Hampsey, Michael Davis, Pattie Davis, and Thomas Coyle all signed and acknowledged their signatures on the foregoing instrument.

WITNESS my hand and Notarial seal, this the 10th day of May, 2018.

Chad Wesley Riggsbee
NOTARY PUBLIC

My Commission Expires: 11/03/2019

(Affix Official Seal)



STATE OF North Carolina

COUNTY OF Chatham

I, Chad Wesley Riggsbee, a Notary Public in and for said County and State, do hereby certify that Kevin J. Kuhnell personally appeared before me this day and acknowledged his due execution of the foregoing instrument individually and as President of the Mt. Gilead Woods Phase IV Landowners Assoc., Inc.

WITNESS my hand and Notarial seal, this the 10th day of May, 2018.

Chad Wesley Riggsbee
NOTARY PUBLIC

My Commission Expires: ~~11/03/2018~~ CR
11/03/2019

(Affix Official Seal)



I hereby sign, as a real property owner and accept the FIRST AMENDMENT TO THE DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR MOUNT GILEAD WOODS PHASE IV, dated April 1, 2018, in its entirety:

Erskine X. Heatherly, Jr.
Lot 10

Patricia L. Ellis
Patricia L. Ellis
Lot 9

Dana V. Brantley
Lot 7

Erskine X. Heatherly, Jr.
~~Erskine X. Heatherly, Jr.~~
~~Lot 10~~
Lot 6

Jody L. Jameson and Nathan Dean Whitehurst
Jody L. Jameson and
Nathan Dean Whitehurst
Lot 13

Mark D. Flynn
Lot 22

William C. Wyatt

William C. Wyatt and
Janet F. Wyatt
Lot 14

David R. Forster
David R. Forster
Lot 18

Kevin J. Kuhnell
Kevin J. Kuhnell
Lot 17

Anton Aris Simopoulos
Anton Aris Simopoulos
Lot 8

Manesh Ganorkar
Lot 11

Rita Shoppe and Lorie Riddell
Rita Shoppe and Lorie Riddell
Lot 12

Elaine Gregg
Elaine Gregg
Lot 20

Jennifer Hampsey
Jennifer Hampsey
Lot 15

Michael Davis and Pattie Davis
Michael Davis and Pattie Davis
Lot 21

Thomas Coyle
Thomas Coyle
Lot 19

1462
1081

FILED
CHATHAM COUNTY NC
TREVA B. SEAGROVES
REGISTER OF DEEDS
FILED May 29, 2009
AT 02:51:57 pm
BOOK 01462
START PAGE 1081
END PAGE 1090
INSTRUMENT # 05896
EXCISE TAX (None)

BOOK 1462 PAGE 1081

STATE OF NORTH CAROLINA

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

COUNTY OF CHATHAM

FOR MOUNT GILEAD WOODS

PHASE IV

*Prepared by + return to
Jody Jameson, 287 Deer Run, Pittsboro, NC 27312*

THIS DECLARATION, made this 29 day of May, 2009 by ERSKINE X.
HEATHERLY JR., CARLTON J. ZDANSKI, MARY BETH ZDANSKI-OWEN, PATRICIA I.
ELLIS, SARANNE D. WILSON, KATHERINE A. BECKER, DANA V. BRANTLEY, JODY
L. JAMESON, MARK D. FLYNN, WILLIAM C. WYATT JR., JANET F. WYATT, Estate of
CARL F. CURTIS; MICHAEL G. DAVIS, PATTIE S. DAVIS, MARJORIE ANN C.
HARVEL, ELAINE GREGG, THOMAS E. COYLE, DEBORAH N. FOSTER, DAVID R.
FORSTER, and KEVIN J. KUHNELL hereinafter referred to as "Declarants";

WITNESSETH:

WHEREAS, the Declarants are the owners of the real property described in Article I below; and whereas, Declarants have adopted a uniform scheme for the development of said property in accordance with the purposes set forth in Article II below; now, therefore, Declarants make the following declarations as to limitations, restrictions and use to which the real property described in Article I may be put and hereby specify that such declarations shall constitute restrictions and covenants to run with the land as provided by law, and shall be binding on all parties and all persons claiming under them and shall be for the benefit of and limitation on all future owners and residents of said property, this declaration of covenants, conditions and restrictions being designed to achieve the purposes set forth in Article II below.

ARTICLE I

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

I

ALL of Lots 11 through 22 inclusive according to a plat entitled "Preliminary plan for Mount Gilead Woods - Phase III & IV" recorded in Plat Book 28, Page 34 of the Chatham County Registry, reference to which is hereby made for more particular description.

II

ALL of Lots 7 through 10 inclusive according to a plat entitled "Revision for Part of Phase 3 and 4, Mount Gilead Woods" recorded in Plat Cabinet A, Slide 405 of the Chatham County Registry, reference to which is hereby made for more particular description.

ARTICLE II

PURPOSES

The restrictions and covenants contained herein are for the purpose of developing a community for safe, helpful and harmonious living in keeping with the uniform plan of development, and are in the interest of the public health, conservation and sanitation to the end that the property described in Article I above and other land in the same locality may be benefited by decrease of hazards of pollution and environmental degradation by the protection of water supplies, wildlife, natural foliage, and the stability and diversity of natural eco-systems.

ARTICLE III

DEFINITIONS

Section I: "Association" shall mean and refer to the Mt. Gilead Woods Phase 4 Subdivision Landowners Association, Inc., a non-profit North Carolina Corporation to be organized for the care, maintenance and improvements of the roads and any commons land of Mt. Gilead woods, Phase 4 Subdivision; Conditions and Restrictions, and to engage in such other activities as may be to the mutual benefit of the owners of property in Mt. Gilead Woods, Phase 4.

Section II: "Lot" shall mean and refer to any numbered plot of land depicted upon any subdivision plat of the properties recorded in the Chatham County Registry.

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

Section IV: "Properties" shall mean and refer to all that certain real property described above in Article I and such additional land as may be brought within the jurisdiction of the Association.

Section V: "Commons Area" shall mean any of the above or adjacent property which may be given to or purchased by the Association for the common use and enjoyment of the members.

ARTICLE IV

RESTRICTIONS AS TO DIVISIONS AND USE OF PROPERTIES

All the property described in Article I above and all subdivisions thereof, except commons areas, shall be subject to the following conditions, restrictions and covenants:

Section I: Lot Sizes

a. Each lot shall contain at least five acres and no lot shall be subdivided into lots of less than five acres.

Section 2: Dwellings

a. There shall be no more than one single family residence for each five acres of the lot size.

b. Each lot and any buildings constructed thereon shall be used only for residential purposes, and shall not at any time hereafter be used for purposes of trade, business or manufacturing or other industrial or commercial use, except as hereinafter provided.

c. All dwellings shall be permanent structures with the minimum heated floor space of 600 square feet; a mobile home shall be considered a permanent structure.

d. All dwellings and other buildings shall be set back at least thirty (30) feet from the property line, except on the side adjacent to the road, which should have a fifty foot setback from the margin of the nearer road right of way.

Section 3: Commercial and Business Uses Limited

a. No retail business, manufacturing, commercial or business enterprises of any kind for profit shall be maintained on, in front of, or in connection with the properties, nor shall such property in any way be used for other than strictly residential purposes, except as provided herein, and will not prevent the following uses:

i. The practice of law, medicine, psychology, any of the fine arts, architecture and similar professions by the residents as long as such activities are conducted within the residence of the professional, and provided no more than two persons may be employed on the premises by the professional and provided further clients are seen only on an appointment basis.

ii. The teaching of students by a resident, provided that no more than sixteen non-resident students may visit resident's premises during any one week for lessons or teaching purposes; "non-resident students" includes pre-school children who are being "cared for" outside the child's home; provided that any person who resides on any of Mt Gilead Phase 4 property shall not be considered a "non-resident student".

iii. Manufacturing or business, when one-fourth or less of the heated floor space of a home is used or when a non-retail business is conducted in an enclosed structure with insulated walls and ceilings and a floor. This detached building can be no larger than the heated floor space of the house. No business space can employ more than three non-resident people of the house. No business may be conducted that would have sufficient noise, odor or pollution that would affect the safety, health or quiet enjoyment of the land of any resident neighbor.

Section 4: Domestic Animals

a. No hooved animals shall be grazed, sheltered or kept on subject property or any portion thereof, except that horses and cattle may be kept not to exceed one horse, one pony or one cow per 2.5 acres of lot size; and no hooved animals shall be permitted to feed or shelter within thirty (3) feet of any surface water except artificially created ponds; nor shall farm animals be kept on any lot for commercial purposes. The use of any lot for any animal which shall be noxious to the adjoining property owners or to the neighborhood in general, shall be strictly prohibited. One two nonodorous female goats or sheep over six months of age will be allowed on any one lot.

Any structure or building used for the keeping of animals which is not herein prohibited shall be located at least fifty (50) feet from the nearer right of way line of any street or road and at least thirty (30) feet from any adjacent lot line.

b. No fowl shall be caged, penned or kept on subject property or any portion thereof in excess of a maximum of one dozen fowl which may be kept for each five acres of lot size. No domestic fowl shall be permitted to feed or shelter within thirty (30) feet of any surface water except artificially created ponds; nor shall any fowl be kept on any lot for commercial purposes.

The use of any lot for fowl which shall be noxious to the adjoining property owners or to the neighborhood in general, shall be strictly prohibited.

Any structure or building used for the keeping of the fowl which is not herein prohibited shall be located at least fifty (50) feet from the nearer right of way line of any street or road and at least thirty (30) feet from any adjacent lot line.

Section 5: Waste Disposal

Non-biodegradable garbage and waste material such as plastics, metals and glass shall be removed from the property at least monthly. Bio-degradable garbage and waste not removed shall be buried or composted. No lot shall be used or maintained as a dumping ground for garbage or rubbish of any manner.

Section 6: Sewage Disposal

Dwellings or other buildings with indoor plumbing of any sort shall have sewage disposal by septic tank constructed to conform to standards of the North Carolina State Board of Health, or by sanitary sewer if available; however, alternate excreta disposal systems in which waste is reduced in an odorless and sanitary substance within leak proof confines shall not be deemed excluded by this provision, if approved by the health department. No septic lines or wells are to be constructed or maintained within fifty (50) feet of any property line or within one hundred (100) feet of each other.

Section 7: Signs

No signs, billboards, or advertising devices of any kind shall be placed on or otherwise installed on any parcel, lot or building on subject property except the following:

- a. Sign not to exceed twenty-four (24) square feet designating such project property "Mt Gilead Woods Phase 4".
- b. Sign not to exceed one (1) square foot designating the name of any lot or parcel, the residence thereof and/or the address thereof providing there shall be no more than one such sign per lot.
- c. Sign not to exceed two (2) square feet for the purpose of advertising subject real property for sale or to give notice to restrictions to hunters and trespassers.

Section 8: Noise

There shall be no electrical electronic amplification of sound or music, outside the house, in a volume which may be heard from any adjoining lot or parcel provided that with the special permission of affected adjacent property owners, parties may make and amplify sound in excess of the above restrictions for special occasions.

Section 9: Siltation Control

Soil shall not be disturbed within twenty-five (25) feet of any spring, branch, creek or any other natural surface water, except for the following purposes:

- a. To confine or store water for domestic purposes including, but not limited to, the enclosure of springs for water supply.
- b. To install plumbing used to obtain and draw water from such source.
- c. To construct ponds, roads and culverts leading to, from or across such waters.

Section 10: Motor Vehicles

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

- a. Motor vehicles may be operated on the public roads and drives.
- b. Motor vehicles may be operated to harvest timber and forest products from domestic woodlands.
- c. Motor vehicles may be operated incident to the construction of structures or projects permitted under this deed of restrictions.
- d. All motor vehicles not used on a regular basis, at least once every month, must be stored in an enclosed building.
- e. No motorcycles, mini-bikes or other motor vehicles of any kind whatsoever shall be operated upon the common roads over the above described land except as such operation is incident to passage to or from any of the individually owned parcels demised from the described premises, or except as such operation is incident to sale or maintenance of any of the described property. Provided that no motor vehicles shall be operated on the said roadways except by persons licensed by the states of the United States to operate such vehicles on the public highways.

The express purpose of this restriction is to abate such noisome and unsightly nuisances as are caused and created by non-destination recreational operation of such vehicles over the same roads and preserve and maintain said roads for purposeful travel, ingress and egress, and in no way is meant to restrict or deny the use of agricultural implements.

Section 11: Activities

No obnoxious or offensive activities shall be carried on upon any lot nor shall permission be granted by any owner for any activity which shall be deemed offensive or obnoxious to be carried on or upon any lot nor shall anything be done thereon which may be or might become an annoyance, nuisance or obnoxious to the neighborhood.

Section 12: Easements

All lots hereinafter conveyed shall be accepted subject to any and all easements and rights of way that may have been previously granted for power, light, telephone, drainage and utility facilities.

Section 13: Water Supply Systems

All water supply systems, whether individual or joint, shall be constructed, equipped and maintained in accordance with specifications as promulgated by the Chatham County Health Department and the North Carolina State Board of Health, or such agency having jurisdiction and enforcement thereof.

Section 14: Conservation

All landscaping of areas not used for structures upon any lot shall be done in a manner as to preserve the natural forest or improve upon the existing natural beauty and prevent soil erosion.

Section 15: Lights

No mercury or sodium vapor lights shall be used outside enclosed buildings nor outside area lighting independent of house current and controls of which consumes more than fifty (50)

watts per bulb unless and until such outdoor lights which are used shall be so shaded such that no direct rays are shown on any area within thirty (30) feet of a property line.

ARTICLE V
PROPERTY RIGHTS

Every owner shall have a right and easement for the purposes of ingress and egress in and to his lot over and across the streets and roads depicted upon any recorded plat of the properties which shall be appurtenant to and pass with the title to every lot of portion thereof.

ARTICLE VI
MT. GILEAD WOODS PHASE 4
SUBDIVISION LANDOWNERS ASSOCIATION

Section 1: Purpose in Creation

Whereas, Declarants intend to and hereby agree to construct an adequate all weather road to the end that every lot of the properties shall have access to a public road; whereas provision needs to be made for subsequent maintenance of said road, as such road will be private and not dedicated for public use; and, whereas, said private road will not be constructed to the minimum standards required to allow its inclusion onto the state highway system for maintenance; and whereas, provision needs to be made for maintenance of said road after completion of same by Declarants; and whereas, Declarants will not be responsible for the maintenance of said road after completion except as set forth herein;

NOW, THEREFORE, in consideration of the covenants herein, and the Declarants' interest in the sale of lots on subsequent properties; and in the mutual interest of Declarants and the future owners in the care, maintenance and improvement of the roads and in our mutual interest in the purchase, care, maintenance and improvement of any area owned in common, the Declarants hereby covenant with the owners of the lots, their heirs and assigns, that Declarants will do the following:

- a. Construct an adequate all weather road with a right of way of sixty (60) feet for access to each lot conveyed by Declarants.
- b. Incorporate and establish the Mt. Gilead Woods Phase 4 Subdivision Landowners Association Inc. as further defined below.

The Association, will be organized for the purposes of holding, administering, caring for and controlling the use and enjoyment of the said rights of way for the purpose of acting in common interest of the several owners, for the benefit of the community and to alleviate such community problems as may arise from time to time.

Section 2: Membership

Every person or entity who is a record owner of a fee or undivided interest in any lot shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

The owner of each lot (including Declarants) 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 of such lot shall be exercised as the owners may among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

The owner of each lot, excluding Declarants, shall not be entitled to a vote as hereinabove stated unless and until the owner of said lot shall move upon and occupy said lot.

Until such time as Declarants shall have conveyed thirty (30) percent of the total acreage of the subject property, only Declarants shall have voting rights. Membership in the Association shall run with the land. Should any lot conveyed by Declarants be subdivided into two or more lots as allowed by these covenants, the owner of each new lot created shall be a member of the Association subject to the provisions herein and assessed accordingly.

Section 3: Assessments

a. The owners of each lot shall be subject to pay to the Association, its successors or assigns, and the Association shall have the power to so levy an annual assessment not to exceed one hundred dollars (\$ 100.00) per lot for the care, maintenance and improvements of roads, for the community facilities necessary and convenient to the several residents, and for payment of ad valorem taxes or other assessments on the commons property by government agencies, if any; provided, however that the owners of each lot shall not be subject to pay to the Association, its successors or assigns and the Association shall have no power to levy an annual assessment as hereinabove stated against any lot unless and until the owner moves upon and occupies said lot.

b. Any assessment or maintenance charge so levied which is not paid when due shall become delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12) percent per annum and the Association may bring an action at law against the owner personally obligated to pay the same, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. The Lien thus established shall be subordinate to the lien of any mortgage. The sale or transfer of the lot so encumbered by lien as hereinabove stated, shall not affect the assessment lien, except that said sale or transfer pursuant to a mortgage foreclosure shall extinguish the lien as to the assessments due prior to but not after such sale or transfer.

c. The due date of the above annual assessment shall be the first day of February of each year. The Board of Directors shall affix the amount of the annual assessment against each lot at least sixty (60) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner at his last known address subject hereto. The Association, its successors or assigns, shall upon demand at any time furnish a certificate in writing, signed by an officer of the Association, setting whether the assessments on a specified lot have been paid and any amount due thereon. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

d. There may be no mandatory assessments other than for maintenance of the road.

Section 4: Damages

Any damages caused by the driveway connections to the private road shown on the plat hereinabove referenced or the ditches or shoulders of the road, or to the flow of drainage water along said road shall be repaired at the expense of the owner connecting such driveways.

ARTICLE VII

WAIVER OF RESTRICTIONS

No waiver of a breach of any of the restrictions or covenants herein contained shall be construed to be a waiver of any other breach of the same or other restrictions or covenants; nor

shall the failure to enforce any one of such restrictions be constructed as a waiver of any other restrictions or covenant.

ARTICLE VIII

DURATION

The restrictions and covenants herein shall inure for the benefit of and run with the land and shall be binding on all parties and persons claiming under the said owner, until January 1, 2030, at which time the said restrictions shall terminate; however, the restrictions herein contained may be extended in whole or in part for any definite additional period of time by written declaration of the owners of two-thirds (2/3) of the lots within this subdivision provided such declaration is recorded in the office of the Register of Deeds of Chatham County, North Carolina, six (6) months prior to January 1, 2030, and provided further that any of the restrictions herein of the occupying owners of two-thirds (2/3) of all the occupied lots within the area covered by these restrictions.

ARTICLE IX


ENFORCEMENT

The restrictions shall operate as covenants running with the land for the benefit of any and all persons who now own or may hereinafter own any part or parcel of the property above described, and such persons in the Association are specifically given the right to enforce these restrictions through any proceedings at law or in equity against any person or persons violating or threatening to violate such restrictions and to recover any damages suffered from any violation thereof or to restrain violations. Provided the association shall be entitled to recover as minimum damages for the breach of any of these the sum of one hundred dollars (\$100.00), but this minimum shall in no way limit the extent of damages which might be sought in excess of one hundred dollars (\$100.00) for any such breach. Any sums recovered under this section by the Association must be used to pay the costs of the action, to repair any damage caused by the breach of the restrictions with any remainder deposited in the monies of the Association for the use it deems fit.

ARTICLE X

VALIDITY

Invalidation of any one or any portion of these restrictions and covenants by judgment or court order shall in no way affect any of the provisions contained hereto, and those other provisions shall be severable from the validated portions and shall remain in full force and effect.



Jody Jameson, President

Mt. Gilead Woods Phase IV Landowners Assoc., Inc.

NORTH CAROLINA
CHATHAM COUNTY

I, Cynthia Sax Perry, a Notary Public of Chatham County, North Carolina, certify that Jody L. Jameson personally appeared before me this day and being duly sworn, stated that in her presence Erskine X. Heatherly, Jr., Carlton J. Zdanski, Mary Beth Zdanski-Owen, Patricia I. Ellis, Katherine A. Becker, Susan Russell, Executrix of the Estate of Carl F. Curtis, Michael G. Davis, Pattie S. Davis, Marjorie Ann Harvel, Elaine Gregg, Thomas E. Coyle, Deborah N. Foster, David R. Foster, and Kevin J. Kuhnell, all signed and acknowledged their signatures on the foregoing instrument.

WITNESS my hand and notarial seal, this the 29th day of May, 2009.



My Commission
Expires: May 26, 2011

Jody L. Jameson
Jody L. Jameson

Cynthia Sax Perry
Cynthia Sax Perry, Notary Public

NORTH CAROLINA
CHATHAM COUNTY

I, Cynthia Sax Perry, a Notary Public of Chatham County, North Carolina, certify that Jody L. Jameson personally appeared before me this day and acknowledged her due execution of the foregoing instrument, *individually & as President of Mt. Lillard Woods Property Handover Assc., Inc.*

WITNESS my hand and notarial seal, this the 29th day of May, 2009



My Commission
Expires: May 26, 2011

Cynthia Sax Perry
Cynthia Sax Perry, Notary Public

1462

1090 hereby sign, as a real property owner and accept the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MOUNT GILEAD WOODS, PHASE IV, DATED MAY 29TH, 2009 IN ITS ENTIRETY:

(1) Erskine X. Heatherly Jr.
Erskine X. Heatherly Jr.
96 Deer Run
Pittsboro, NC 27312

(9) _____
William C. Wyatt Jr. & Janet F. Wyatt
365 Deer Run
Pittsboro, NC 27312

(2) Carlton J. Zdanski & Mary Beth Zdanski-Owen
Carlton J. Zdanski & Mary Beth Zdanski-Owen
127 Deer Run
Pittsboro, NC 27312

(10) Susan Russell, executrix of Carl F. Curtis' Estate
Carl F. Curtis
421 Deer Run
Pittsboro, NC 27312

(3) Patricia I. Ellis
Patricia I. Ellis
154 Deer Run
Pittsboro, NC 27312

(11) Michael G. Davis & Pattie S. Davis
Michael G. Davis & Pattie S. Davis
458 Deer Run
Pittsboro, NC 27312

(4) _____
Saranne D. Wilson
155 Deer Run
Pittsboro, NC 27312

(12) Marjorie Ann C. Harvel
Marjorie Ann C. Harvel
471 Deer Run
Pittsboro, NC 27312

(5) Katherine A. Becker
Katherine A. Becker
190 Deer Run
Pittsboro, NC 27312

(13) Elaine Gregg
Elaine Gregg
516 Deer Run
Pittsboro, NC 27312

(6) _____
Dana V. Brantley
246 Deer Run
Pittsboro, NC 27312

(14) Thomas E. Coyle
Thomas E. Coyle
534 Deer Run
Pittsboro, NC 27312

(7) Jody L. Jamason
Jody L. Jamason
287 Deer Run
Pittsboro, NC 27312

(15) Deborah N. Foster & David R. Foster
Deborah N. Foster & David R. Foster
540 Deer Run
Pittsboro, NC 27312

(8) _____
Mark D. Flynn
334 Deer Run
Pittsboro, NC 27312

(16) Kevin J. Kuhnell
Kevin J. Kuhnell
835 Deer Run
Pittsboro, NC 27312