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FILED	Aug 19, 2025
AT	04:12:42 PM
BOOK	02483
START PAGE	0007
END PAGE	0013
INSTRUMENT #	07299
EXCISE TAX	\$0.00

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Prepared by & return to:  
James S. Adcock III, PA  
135 N. Main Street  
Fuquay-Varina, NC 27526

State of North Carolina  
County of Chatham

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR LAKESIDE DRIVE SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LAKESIDE DRIVE SUBDIVISION (this "Declaration") is made this 19th day of August 2025, by AHLM, LLC, a North Carolina limited liability company, hereinafter referred to as the "Declarant", who is the owner of the Property hereinafter described.

**WITNESSETH:**

WHEREAS, Declarant is the owner of that real property located in Williams Township, Chatham County, North Carolina, which is more particularly described as follows:

Being all of Lots A, 1, 2, 3, 4, 5, 5A, and 6 per plat entitled "Minor Subdivision for Aaron Horton", prepared by Van R. Finch – Land Surveys, P.A., dated March 28, 2025, last revised May 22, 2025, and recorded in Plat Slide 2025-145, Chatham County Registry, reference to which is hereby made for a more particular description (hereinafter referred to each as a "Lot" or collectively as "Lots" or the "Property").

Additional property may be annexed by the Declarant and if annexed will be subject to all of the covenants, conditions, and restrictions contained herein.

NOW, THEREFORE, DECLARANT hereby declares that all of the Property referred to above 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 the Property, and which shall run with the real property and be binding on all parties having any right, title, or

interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**Section 1. LAND USE AND BUILDING TYPE.** No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height. All residences must be owner-occupied. No renting or leasing of any residence to any tenant is permitted.

**Section 2. ARCHITECTURAL COMMITTEE.** The primary purpose and foremost consideration of these restrictive covenants is the creation of a community which is aesthetically pleasing, functionally convenient, and protective of the owners' investment. The establishment of detailed standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each lot, technological advances, and environmental values. In order to implement the purposes of these covenants the Declarant or Architectural Committee may establish and amend from time to time objective standards, regulations, specifications, rules and guidelines for architecture, construction, signs, mailboxes, landscaping, and environment.

No building, fence, or other improvement shall be constructed, erected, placed, or altered on any lot until the building plans and specifications (including but not limited to architectural style, construction techniques, exterior materials, colors, and finishes, roofing material, driveway material, and landscape design), and plat showing the proposed location of same have been approved in writing by the Architectural Committee, in its sole and uncontrolled discretion and based upon such grounds as it alone deems sufficient, so as to ensure the goals above as well as conformity and harmony of exterior design and construction with existing structures and improvements in the development and the intent of these covenants. The plat shall also show location, topography, finished elevation, drainage, and setbacks. The committee may retain all plans, specifications, and plats submitted to them.

The Architectural Committee shall be composed of the Declarant, and such persons and entities as designated or appointed by Declarant, until such time as Declarant designates one or more property owners in the subdivision to serve as the committee, without compensation, until they are replaced by vote of the owners of a majority of the lots in the subdivision.

If a Lot owner submits the proper materials to the Architectural Committee for approval of a proposed improvement, the Architectural Committee shall render its decision either approving or rejecting the improvement within 60 days from receiving the complete proposal. The plans submitted by the Lot owner to the Architectural Committee shall be deemed approved by the Architectural Committee in the event that the Architectural Committee does not notify the Lot owner of the Architectural Committee's decision to either approve or deny the Lot owner's plans within 60 days of the Lot owner submitting the plans to the Architectural Committee.

**Section 3. DWELLING QUALITY AND SIZE.** It is the intention and purpose of these restrictions to ensure that all dwellings on the Property shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these restrictions are recorded for the minimum permitted dwelling size. All homes must be custom-built by a builder pre-approved in writing by the Architectural Committee. No homes by any mass-production builder are permitted. All one-story homes must have a minimum floor area of 3,000 square feet of heated, finished floor space, unless an exception is granted in writing by the Architectural Committee. All two-story homes must have a minimum first-floor area of 2,400 square feet of heated, finished floor space and a total area of 3,600 square feet of heated, finished floor space unless an exception is granted in writing by the Architectural Committee.

No mobile homes, manufactured homes or modular homes shall be erected, altered, placed or permitted to remain on any Lot. No dwelling shall have or contain exterior siding other than brick, rock, hardy siding, or wood siding, unless an exception is approved in writing by the Architectural Committee. No dwelling shall have or contain any vinyl siding. All materials used in the exterior construction of a dwelling shall be new building materials. No dwelling shall use or have any exterior paint color other than a neutral color, unless otherwise approved in writing by the Architectural Committee.

**Section 4. BUILDING LOCATION.** The setback requirements for any residence located on any Lot in this subdivision shall be the same as the Chatham County requirements for front, side and rear setbacks.

**Section 5. LOT USES.** No Lot shall be used except for single-family residential purposes. No Lot shall be used for business, manufacturing or commercial purposes. No retail or wholesale businesses are permitted, which shall include, but not be limited to, antique shops, gift shops, craft shops, beauty shops or auto repair shops. No Lot or any improvement constructed thereon located within the subdivision shall be used for a group home for any age, half-way house, or boarding home for children or adults. This provision shall not be construed to prohibit an owner from using a portion of its residential dwelling as a private home office or home business so long as the business is conducted entirely inside the residence and does not include client, patient, or customer visits to the residence, and is in compliance with all applicable laws.

**Section 6. NOXIOUS OR OFFENSIVE ACTIVITY.** No noxious, offensive or environmentally unsound activity, condition, or trade shall be carried on or permitted upon the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the community, including the playing of loud music or creation or permittance of any other noise. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the community by the owners thereof, except as otherwise specifically permitted herein.

No signs or billboards shall be placed, erected or maintained on any Lot, except one sign of not more than five (5) square feet advertising a Lot for sale, or signs used by the Declarant to advertise the Property.

**Section 7. AUTOMOBILES.** No automobile or motor vehicle may be dismantled on the Property. No mechanically defective automobile or currently unlicensed automobile shall be placed or allowed to remain on the Property. No junk cars, junk boats or junk equipment shall be placed or allowed to remain on the Property.

**Section 8. OUTBUILDINGS.** Any outbuilding or storage building constructed or maintained on a Lot must be incidental to residential use and must be architecturally compatible with the residential dwelling on the Lot, that is, be of similar material, color, design, and

appearance as the dwelling, and be located no closer to the front boundary line of the Lot than the rear wall of the single-family residence located on the Lot and no closer to any side boundary line of a Lot than the applicable building setback requirements and which have otherwise been approved by the Declarant and Chatham County. Any outbuilding or storage building constructed or maintained on a Lot must be pre-approved in writing by the Architectural Committee, and must be a permanently affixed, site-built structure. No temporary or mobile outbuildings, storage buildings, or sheds are permitted.

**Section 9. PETS AND OTHER ANIMALS.** Dogs, cats and other household pets shall be permitted on all Lots, provided that said pets, and any other animals permitted under this section, must be kept properly supervised and under control so as to not cause or create a nuisance or menace to others, and said pets must be kept on the Lot of their owner and must not be allowed to go upon the property of others or to roam or run free and unrestricted upon the streets of the subdivision Property. During hours they are permitted to be outside, they must be prevented from engaging in loud or continuous barking. Chickens are permitted but no more than ten (10) chickens are permitted on a Lot and they must be kept from roaming freely. One horse per Lot is permitted, but it must be kept from roaming freely. No pigs or cows are permitted. Other large farm animals are only permitted upon specific written approval by the Declarant. No pets that are dangerous or kept or bred for any commercial purpose are permitted.

**Section 10. TEMPORARY STRUCTURES.** No structure of a temporary nature, trailer, camper, van, basement, tent or shack shall be erected, placed, used or permitted on the Property for residential purposes. Boats and RVs are permitted but must be kept inside a garage or screened entirely from view from the street by landscaping.

**Section 11. DRIVEWAYS.** Any driveway constructed on any Lot shall be constructed of either concrete or asphalt. Any exceptions must be granted in writing by the Architectural Committee. Driveway entrance decorations or improvements must be approved in writing by the Architectural Committee. No statues are permitted at any driveway entrance.

**Section 12. LANDSCAPING; GARDENING; LIGHTING.** Except for the single-family residence, driveways, sidewalks and other improvements on each Lot, the surface of each Lot shall be undisturbed areas left in their natural state or grass or other live foliage or area covered with pine straw and/or other ground cover approved by the Architectural Committee. Ground cover and other landscaping shall be neatly maintained at all times of the year by the Lot owner. Landscaping shall not overgrow the house on any Lot. No trees outside the Lot setbacks shall be cut down by anyone without prior written approval of the Architectural Committee. All landscaping must be presented in a written plan to, and approved in writing by, the Architectural Committee in advance.

Gardening is permitted for personal household use only. No gardening or farming for commercial sale is permitted. Any landscape or driveway lighting must be approved by the Architectural Committee prior to installation. No light or lamp post or pole shall be more than ten feet (10') in height. No wooden light or lamp posts or poles are permitted.

**Section 13. FENCES AND WALLS.** Any fences or walls on Lots shall be professionally installed, made of new materials, and maintained at all times in a structurally sound and attractive manner and in good state of repair. Any fences or walls must be approved in writing by the Architectural Committee prior to installation or construction. No chain link fences are permitted.

**Section 14. GARBAGE, REFUSE AND DEBRIS.** It shall be the responsibility of each Lot owner to prevent the development of any unclean, unsightly, unhealthy or unkept condition



of buildings or grounds on the Property which shall tend to substantially decrease the beauty or usability of the Lot or adjoining Lots. All Lots shall be kept clean and free of garbage, junk, trash, debris and any substance which might contribute to a health hazard, or breeding snakes, rats, insects or other pests and vermin. Each Lot owner shall provide receptacles for garbage or similar facilities in accordance with reasonable standards. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Property without the required permits issued by the appropriate authority.

**Section 15. SWIMMING POOLS.** Any swimming pool installed or erected on a Lot shall be approved in writing by the Architectural Committee, located in the rear yard only, and shall comply with all applicable laws and regulations of Chatham County, including but not limited to setback requirements, permit requirements, and septic requirements. No above-ground pools are permitted.

**Section 16. MAILBOXES.** To ensure uniformity, no mailbox or newspaper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected other than the mailbox with a newspaper box attached and post provided by the builder. Each mailbox shall display the house number. If at any future time the mailbox or post becomes damaged or has to be replaced for some other reason, it shall be replaced with a mailbox and post of the same size and material at the Lot owner's expense.

**Section 17. STORAGE RECEPTACLES.** No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within any outbuilding or buried underground or screened so as not to be visible from the public street.

**Section 18. UNDERGROUND CABLES, EXPENSES.** Declarant reserves the right to subject the Property to a contract with Duke Energy or similar provider for the installation of underground electric cables and the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to the provider by each residential customer.

**Section 19. SIGHT DISTANCES AT INTERSECTIONS.** No hedge or shrub planting which obstructs sight lines at more than three (3) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines, and a line connecting them at points twenty (20) feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**Section 20. HUNTING AND SHOOTING.** Hunting with a bow is permitted on any Lot. No hunting with a gun is permitted unless it is with a suppressed rifle or suppressed shot gun. No firearm shall be discharged on any Lot without utilizing a suppressor. No recreational shooting or target practice is permitted on any Lot.

**Section 21. NOTICE.** Any notice required to be sent to an owner under the provisions of this Declaration shall be deemed to have been properly sent and notice hereby given, when mailed, postage prepaid to the last known address of the person who appears as owner upon the Chatham County Tax Records.

**Section 22. DURATION.** These covenants, conditions, and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument is duly signed and recorded in Chatham County whereby a two-thirds (2/3) majority of the then owners of the Lots agree to change said covenants in whole or in part.

**Section 23. ENFORCEMENT.** Any Lot owner or the Declarant shall have the right to enforce, by a proceeding at law or in equity, all covenants, conditions, and restrictions now or hereafter imposed by the provisions of this Declaration. Failure of any Lot owner or the Declarant to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 24. SEVERABILITY.** Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no manner affect any other provisions which shall remain in full force and effect.

**Section 25. LOTS SUBJECT TO RESTRICTIONS.** All present and future owners, tenants and occupants of Lots and their guests or invitees, shall be subject to and shall comply with the provisions of this Declaration, including as this Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into occupancy of any Lot shall constitute an agreement that the provisions of this Declaration are accepted and ratified by such owner or occupant. The provisions of these covenants, conditions, and restrictions shall inure to the benefit of and be enforceable by the owner of any Lot, or their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any Lot as though such provisions were made a part of each and every deed of conveyance or lease.

**Section 26. AMENDMENT.** Except as herein provided, these covenants, conditions, and restrictions may only be amended by a written instrument signed by two-thirds (2/3) of the Lot owners subject to these restrictions (which votes may be cast in person or by proxy) duly recorded in the Chatham County Register of Deeds. The Declarant shall have the right to annex additional property to be covered by this Declaration without consent of the other property owners.

**Section 27. SUCCESSION.** In the event that (i) the Declarant named herein is dissolved, or (ii) if none of Aaron P. Horton, Heather C. Horton, Lily G. Horton, Mia P. Horton, or James S. Adcock III are acting as Manager(s) or Member(s) of the Declarant, the Lot owners, by a two-third (2/3) vote, shall appoint a new Declarant and such Declarant shall have the authority to appoint a new Architectural Committee. Such successor Declarant shall be named in a recorded Amendment to this Declaration in accordance with Section 26 above.

*[remainder of page intentionally blank; signature and acknowledgement follows below]*

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above written.

**DECLARANT:**

AHLM, LLC  
a North Carolina limited liability company

By: \_\_\_\_\_ (SEAL)

Name: Aaron Horton

Title: Manager

STATE OF NORTH CAROLINA  
COUNTY OF CHATHAM

I, the undersigned, a Notary Public of Wake County, North Carolina, do hereby certify that Aaron Horton, as Manager of AHLM, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument, and further acknowledged that they signed said instrument voluntarily.

Witness my hand and official stamp or seal this the 19th day of August, 2025.

Notary: \_\_\_\_\_

John R. Hemphill

My commission expires: 9/24/2026

John R Hemphill  
NOTARY PUBLIC  
Wake County, NC  
My Commission Expires September 24, 2026