

Declaration of Covenants and Restrictions for The Plant 220 Lorax Lane, Pittsboro, NC 27312

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made and executed by Altadore Investments, LLC, a North Carolina Limited Liability Company, its successors and assigns (the “Declarant”).

USE RESTRICTIONS

Restrictions on use of the Property. The following restrictions shall apply to all of the Property:

Conservation. The Plant is a renewable energy project. All efforts by all Plant residents will be made to conserve electricity and fuel. Waste will be recycled or composted. Organic waste must be disposed of in an environmentally sensitive way such as mulching, composting, or recycling.

Construction Phase. During construction or other improvement the lot shall be kept in a neat and orderly condition so as not to cause an unsightly condition on the Lot.

Erosion Control. Any clearing for building sites, ponds, drives, pastures, or for other purposes shall be done in such a manner, with reasonable safeguards followed by seeding and other erosion control measures, including silt fences to minimize soil erosion.

Fires. Outdoor fires are forbidden with the exception of campfires, torches, burn barrels and other types of fires associated with events. Fires for warmth or cooking are acceptable.

Idling. All tenants and denizens of the Plant will encourage visitors, vendors, customers, and all others to not idle vehicles on the property.

Lighting. All lighting shall be designed so as to not be an annoyance to the surrounding residents and to not pollute the night sky. All exterior lights shall be pointed downward so that the source (i.e. the bulb) is not visible from great distances. Exterior lighting shall be positioned so as to avoid illumination of adjacent buildings, unless permitted by Declarant.

Rights of Way. All tenants, landowners, and denizens of the Plant will keep streets and roads clear for ongoing commerce. Temporary loading and unloading of less than ½ hour is permissible, but roads and streets will be kept clear for customers, tenants, vendors, and the public. Structures, signs, lighting, and other building features cannot interfere with rights of way or impair egress in any way.

Tour Ready. All tenants and denizens of The Plant shall keep their spaces and operations “Tour Ready.” This means all lots are maintained and kept in a condition that is ready for the public to view and enjoy. Lots will be kept free of rubbish, disabled vehicles, and unsightly debris.

Utilities. Electrical, telephone, water, sewer, gas, cable, and other utility lines shall be underground.

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Continual Maintenance. The Owners hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof and the street rights of way.

EASEMENTS

Easement Grants. The following easements are hereby granted and reserved to or by Declarant over, across and through the Property.

Easements are hereby granted through the Common Property, including, without limitation, the streets, the street easements and street rights of way shown on the plats or described in deeds for use by lot owners, institutional mortgagees and by Declarant, for their use and the use of their agents, employees, licensees and invitees for all purposes in connection with the property. Only the Declarant may dedicate any street easement through the property. The Declarant or any assign of the Declarant may dedicate an existing street to the public.

The Declarant reserves the right to grant such additional easement across or to relocated existing easements on any portion of the property, the street easements or street rights of way and on any portion of property as the Declarant shall desire. The Declarant shall grant a blanket easement to sewer and water in case of repair needs.

The Declarant also holds an easement for the Pittsboro Food and Forest Trail which encircles the Plant campus.

GENERAL PROVISIONS

Assignment. Any or all of the rights, powers and obligations, easements and estates reserved by or granted to the Declarant may be assigned by the Declarant. An appropriate instrument and its acceptance of its rights and powers duties and obligation contained herein shall make any such assignment or transfer. Such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Declarant. After such assignment, Declarant shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates.

Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the Public Records of the County.

Duration. All of the covenants, restrictions and other provisions of the Declaration shall run with and bind the property for an initial term of fifty (50) years from the date of recordation of this Declaration, after which they shall be automatically extended for successive periods of ten

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(10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of the Members then existing and by institutional mortgagees has been recorded, agreeing to change or terminate these covenants and restrictions.

Covenants Running with the Property. The agreements, covenants, conditions, restrictions, assessments, liens and other provisions contained herein shall constitute a servitude upon the property and each portion thereof shall run with the property, shall be binding upon the owners of any portion thereof, and shall insure the benefit of Declarant, and the owners.

Penalties Altadore will hire contractors to ameliorate any violation of these covenants and pass the cost on to declarant.

Notice. Any notice required or permitted to be given by this Declaration shall be given or made in writing by personal delivery or by certified mail addressed:

Declarant
Altadore Investments LLC
220 Lorax Lane
Pittsboro, NC, 27312



Lyle Estill, Managing Member