

03362

PREPARED BY: STAINBACK & SATTERWHITE - Michael E. Satterwhite

STATE OF NORTH CAROLINA

RESTRICTIVE COVENANTS FOR

COUNTY OF VANCE

VANCE COUNTY, N.C.
FILED FOR RECORD.

FOX FIRE RESIDENTIAL
SUBDIVISION - SECTION 1

95 JUL 14 AM 9:45

CYNTHIA S. ABBOTT

WHEREAS, F & F Development Corp. is the owner in fee of the following described lots or parcels of land located in Sandy Creek Township, Vance County, North Carolina, and more particularly described as follows:

BEING four (4) lots, numbered Lots 1, 3, 4 and 5, as surveyed by Bobbitt Surveying, PA, as shown on plat entitled "Property of and Survey for F & F Development Corp. - Fox Fire Residential Subdivision Section 1" dated May 8, 1995, and revised June 2, 1995, as recorded in Plat Book "V," Page 407, Vance County Registry, **SPECIFICALLY EXCLUDING** Lot 2, Plat Book "V," Page 407, Vance County Registry, and the remainder of Tract A containing 54.19 acres as appears in that certain deed to F & F Development Corp. as appears in Book 727, Page 766, Vance County Registry.

WHEREAS, F & F Development Corp. herein referred to as the developer, for the purpose of creating and maintaining a quiet, restful and desirable development and for the protection of owners who build or buy homes in said above-described development does hereby covenant to and with the present and future owners of said lots as follows:

1. The above-described lots shall be used for single-family residential purposes only; no dwelling may be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling (and garage) not to exceed two (2) stories in height, exclusive of basement and/or attic.

2. No lot shall be subdivided without the written consent of the developer or its successors, assigns or legal agent, except that two (2) lot owners may subdivide a lot lying between them, but only one (1) single-family residence shall be built on the combined original lot and the subdivided portion of any lot; provided, further, that adjoining lot owners may

adjust the common boundary line by the sale or exchange of the property between such owners, so long as said sale or exchange conforms in all respects with the zoning ordinances of Vance County, North Carolina; so long as said sale or exchange does not result in any lot being reduced to less than 30,000 square feet; and so long as said sale or exchange conforms with all other provisions of these restrictive covenants.

3. No dwelling (or other structure permitted by these restrictions) shall be hereafter erected, altered or placed on any lot closer than 70 feet from the margin of the right of way of the road granting access to said lot (or 100 feet from the centerline of said road), nor closer than 20 feet from the side lines of said lots, nor closer than 10 feet from the rear lines of said lots; the developer reserves the right to grant, in writing, a **variance or waiver** of up to twenty (20%) percent of an applicable setback requirement, should the developer in its sole discretion deem the same to be advisable.

4. No structure of a temporary character, including tents, trailers or campers shall be used on any lot at any time as a residence, either temporarily or permanently; however, double wide mobile homes with composition roofs and vinyl siding or other approved exterior siding, the plans and specifications of which have been approved in writing by the developer or its successors, assigns or legal agent, may be placed on the lot, and in addition, no double wide mobile home more than eight (8) years old shall be placed on any lot at any time as a residence, either temporarily or permanently, unless approved in writing by the developer, or its successors, assigns, or legal agent.

5. No dwelling, building, structure or other improvement (except interior alterations to existing structures not affecting the external structure or appearance of any improvement on any portion of the lot) shall be constructed on any lot unless and until the plans, specifications and description of materials shall have been approved in writing by the developer or its successors, assigns or legal agent.

6. No building shall be constructed which uses cinder or concrete blocks, asphalt shingles, tar paper, metal siding (exclusive of lap-side metal) or masonite siding (without the prior written approval of the developer or its successors, assigns or legal agent) as a major exterior building material (these materials may be used as roofing materials, however).

7. No plans for a dwelling shall be approved unless the living area of such dwelling, on the ground floor, exclusive of open porches, garages and patios, shall exceed 728 square feet, measured from outside wall lines.

8. All buildings shall have perimeter foundations or skirtings, and the materials used in the same must be approved in writing by the developer, or its successors, assigns, or legal agent.

9. No animal, livestock (including pet pigs), or poultry of any kind shall be raised or bred on any lot except for dogs, cats, or other household pets which may be kept provided they are not kept, bred or maintained for any commercial purpose and provided they do not become a nuisance or annoyance to the other lot owners, and provided further, that outside pets shall be kept in a fenced enclosure, the plans and specifications of which shall be approved in writing by the developer, or its successors, assigns, or legal agent.

10. No part of any lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and the same shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No accumulation of trash, garbage, rubbish or waste shall be permitted, and all lots shall be kept in an orderly and sanitary condition at all times. No burning of trash or rubbish shall be permitted on any lot, and all trash cans must be kept in accepted trash can racks.

11. All lots shall be landscaped upon the placement of a permanent improvement thereon. Landscaping shall consist of a minimum requirement of seeding all areas with fescue, lime and fertilizer (other than wooded areas) and maintaining the same annually; keeping all grass neatly trimmed; placing of shrubs; and installation and upkeep of a

driveway. To this end, the lot owner shall submit a landscaping plan which must be approved in writing by the developer, or its successors, assigns or legal agent.

12. No water supply system for human consumption or sewage disposal system shall be permitted on the lots herein described unless the location, construction and design are in full compliance with requirements, standards and recommendations of the Vance County Health Department and North Carolina State Board of Health. No outdoor toilets or privy shall be constructed on any lot.

13. No noxious or offensive activity shall be carried on upon the herein described lots, nor shall anything be done on the lots herein described which may be or become an annoyance or a nuisance to the other properties now owned by F & F Development Corp. or to the neighborhood.

14. No billboard or signs (except those suitable for sale of a lot) shall be permitted or maintained on any lot.

15. No automobile or equipment that is inoperable will be allowed to remain on any lot and/or street for more than fifteen days.

16. No lot owner shall drive or park or permit any other person to drive or park any heavy equipment (including tractor trailers and trucks in excess of one ton), three wheelers, four wheelers or dirt bikes on the roads within the subdivision, except moving vans and/or construction vehicles, which may be driven or parked on said roads within the subdivision for the temporary purpose of moving a lot owner in or out of a dwelling constructed on a lot, and/or for the construction of improvements, and all lot owners agree to observe posted speed limits along said roads.

17. **ENFORCEMENT:** Enforcement shall be by proceeding at law or in equity, either to restrain violation or to recover damages against any covenant or restriction set forth herein. Failure to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same.

18. **SEVERABILITY:** Invalidation of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. **DURATION:** These provisions are to run with the lots and shall be binding on all parties owning the lots and all persons claiming under them for a period of thirty (30) years from the date these restrictions are recorded, after which said time, said covenants shall be automatically extended for additional periods of ten (10) years each, unless an instrument signed by three-fourths (3/4) of the then owners of the similarly restricted lots has been recorded in which it is agreed otherwise.

20. **UTILITIES:** The conveyance of all lots is made and accepted subject to any easements and/or rights of way that may have been granted for power, lights, telephone lines, drainage facilities, water facilities and/or sewage facilities, or as shown on the recorded plat of Fox Fire Residential Subdivision Section 1, and the developer reserves the right to subject the lots in the subdivision to a contract with Carolina Power & Light Company for the installation of street lighting, which will require a continuing monthly payment to Carolina Power & Light Company by each lot purchaser.

IN WITNESS WHEREOF, the developer has caused this instrument to be signed in its corporate name by its duly authorized officers, and its seal to be affixed hereto by authority of its Board of Directors this 13 day of July 1995.

F & F DEVELOPMENT CORP.,
a North Carolina corporation

BY: M. Edgar Faulkner Jr.
President

ATTEST:

[Signature]
Assistant Secretary

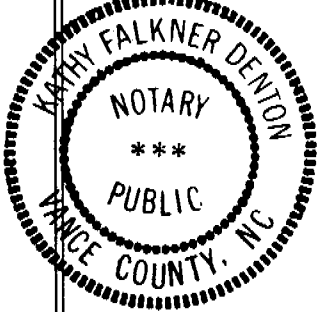
**STATE OF NORTH CAROLINA
COUNTY OF VANCE**

I, a Notary Public of the county and state aforesaid, certify that C. Ruxton Bobbitt, Jr. personally came before me this day and acknowledged that he is Assistant Secretary of F & F DEVELOPMENT CORP., a North Carolina corporation, duly domesticated in the State of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by him as its Assistant Secretary.

WITNESS my hand and official stamp or seal this 13 day of July, 1995.

Kathy Falkner Denton
NOTARY PUBLIC

My Commission Expires: 9-26-98



STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Kathy Falkner Denton, Notary Public of Vance County, N.C. is certified to be correct. This instrument and certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

CYNTHIA S. ABBOTT, REGISTER OF DEEDS

BY: Rebecca W. Irvin ASSISTANT