

VANCE COUNTY, N.C.
FILED FOR RECORD

BK 795 PG 059

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STATE OF NORTH CAROLINA
REGISTER OF DEEDS

COUNTY OF VANCE

**ADDENDUM TO RESTRICTIVE COVENANTS
FOR FOX FIRE RESIDENTIAL SUBDIVISION
(TO INCLUDE PHASE 3 AND PHASE 4)**

03166

THIS ADDENDUM TO RESTRICTIVE COVENANTS FOR FOX FIRE RESIDENTIAL SUBDIVISION (TO INCLUDE PHASE 3 AND PHASE 4), made on the day hereinafter set forth by F & F DEVELOPMENT CORP., a North Carolina corporation, hereinafter referred to as "Owner;"

WITNESSETH:

WHEREAS, Owner is the owner of certain property in the township of Sandy Creek, County of Vance, State of North Carolina, which is more particularly described as follows:

TRACT 1:

Seven lots being numbered Lot 26 and Lot 28 through 33 inclusive according to survey and plat entitled "Property of and Survey for F & F Development Corp. - Fox Fire Subdivision, Phase 3 - Lots 26 -33" as prepared by Bobbitt Surveying, P.A., dated January 7, 1997, as appears in Plat Book "V", Page 606, in the office of the Register of Deeds of Vance County.

TRACT 2:

Forty lots being numbered Lots 10 through 25 inclusive and Lots 34 through 57 inclusive according to survey and plat entitled "Property of F & F Development Corp. - Fox Fire Subdivision, Phase IV - Lots 10 - 25 & Lots 34 - 57" as prepared by Bobbitt Surveying, P.A., dated March 7, 1997, as appears in Plat Book "V", Page 646, in the office of the Register of Deeds of Vance County.

WHEREAS, Owner has previously subjected certain other lots to those Restrictive Covenants for Fox Fire Residential Subdivision - Section 1 as appears in Book 753, Page 454 in the office of the Register of Deeds of Vance County; and

WHEREAS, Owner desires to make the above-referenced lots subject to said Restrictive Covenants for Fox Fire Subdivision - Section 1 as appears in Book 753, Page 454, in the office of the Register of Deeds of Vance County, **SUBJECT TO** the additions, deletions amendments and/or modifications thereof as hereinafter set forth; and

STAINBACK & SATTERWHITE ATTORNEYS AT LAW HENDERSON, N.C.

NOW, THEREFORE, Owner hereby declares that all the lots described above shall be held, sold and conveyed subject to the Restrictive Covenants for Fox Fire Subdivision-Section 1 as appears in Book 753, Page 454, in the office of the Register of Deeds of Vance County, **SUBJECT TO** the additions, deletions, amendments and/or modifications thereof as hereinafter set forth, which said covenants shall run with the real property and be binding on all parties having any right, title or interest in the described lots or any part thereof, their heirs, successors and assigns and shall enure to the benefit of each owner thereof for the period of duration therein set out.

Said additions, deletions, amendments and/or modifications being as follows:

1. Paragraph 3 of said Restrictive Covenants is deleted in its entirety and in lieu and substitution thereof a new Paragraph 3 is inserted to read as follows:

"3. No dwelling (or other structure permitted by these restrictions) shall be hereafter erected, altered or placed on any lot closer than 90 feet from the margin of the right of way of the road granting access to said lot (or 115 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."

2. Paragraph 4 of said Restrictive Covenants is amended by the addition of the following at the end of said paragraph:

"....; further however, single wide mobile homes with composition roofs and vinyl siding or other approved roofs and 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 Lots 44, 45, 46, 47 and 48 only, and in addition, no single wide mobile home more than five (5) years old shall be placed any of said lots (i.e. Lots 44, 45, 46, 47 and 48) at any time as a residence, either temporarily or permanently, unless approved in writing by the developer, or its successors, assigns, or legal agent.

3. There shall be a new restriction added to the Restrictive Covenants as appear in Book 753, Page 454, Vance County Registry to be denominated as Paragraph 21 to read as follows:

"ROADS: The developer will construct the private roads in the subdivision as shown on the recorded plats hereinabove referenced. Each of the 47 lots within the subdivision (except lots owned by the developer) shall be assessed the sum of \$10.00 per month to defray the cost of road maintenance. To this end, each lot owner (other than the developer) shall pay to the developer the sum of \$10.00 per month on or before the 1st day of each month, to be held by the developer in an account for the purpose of combining the funds necessary for road maintenance. The developer shall be responsible for any decisions regarding the need for maintenance and the manner and extent of said maintenance, until such time as thirty lots are sold, at which time, the "road maintenance account" will be turned over to a committee to be elected by a majority vote of the lot owners, which said committee shall be charged with the responsibility of maintaining said roads in an all-weather condition."

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors this 6th day of June, 1997.

F & F DEVELOPMENT CORP.

BY: *M. Edgar Faulkner Jr.*
President


Assistant Secretary
(Corporate Seal)

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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 himself as its Assistant Secretary.

WITNESS, my hand and official stamp ore seal this 6th day of June, 1999

Katherine R. Wray
NOTARY PUBLIC

My Commission Expires:

July 30, 2000

STATE OF NORTH CAROLINA, VANCE COUNTY

The foregoing certificate of Katherine R. Wray, Notary Public of Vance County, N.C. is certified to be correct. This instrument and this certitificate 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: *Shalonda C. Pernell*
DEPUTY