

Book Page
0784 0914

Prepared by: T. S. Royster, Jr., Attorney, P. O. Box 1168, Oxford, NC 27565

NORTH CAROLINA

GRANVILLE COUNTY

THIS DECLARATION OF PROTECTIVE COVENANTS, RESERVATION OF EASEMENTS AND ROAD MAINTENANCE PROVISIONS made this the 23rd day of June, 1999, by JRS FARMS, a Granville County, North Carolina General Partnership, herein called Declarant;

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of certain real property hereinafter described, and desires to subject said real property to certain Protective Covenants as hereinafter set forth, and further desires to reserve unto itself certain easements in connection with the property;

NOW, THEREFORE, the Declarant hereby declares that the real property hereinafter described is and shall be held, transferred, sold and conveyed subject to the Protective Covenants and Reservation of Easements hereafter set out. The real estate which is the subject of these Protective Covenants and Reservation of Easements is described as all of the lots in Rivergate Subdivision as shown on maps of the subdivision recorded in Plat Book 23, page 193, Granville County Registry.

1. Vehicle Limitations: No inoperable, unlicensed or junk motor vehicles or equipment of any kind may be located on the property. No motor vehicle having more than two (2) axles or a load capacity of more than one (1) ton shall be kept on any lot in the subdivision or parked on any subdivision street right-of-way except as may be temporarily necessary to facilitate deliveries to the property.

2. Residential Uses Only: The property is restricted to use for residential and limited agricultural purposes such as private gardening. Only one dwelling or residence may be located on each lot.

3. Re-Subdivision: The lots shall not be re-subdivided without the express written consent of the Declarant.

4. Setbacks: Property owners shall comply with the building setbacks shown on the recorded plat of the subdivision or the setbacks required by Granville County Ordinances, whichever is the more stringent.

5. Restrictions on Manufactured Housing: Manufactured housing shall be allowed on the property, provided such housing is less than ten (10) years of age at the time it is placed on the property, and is fully under-skirted with masonry, vinyl or other materials specifically manufactured for such use within 90 days after locating the home on the property.

6. Livestock: No livestock or animals may be raised or kept for any purpose, and no dogs shall be permitted on the property. This shall not prevent the keeping of customary household pets.

7. No Incomplete or Junk Structures: No incomplete or junk type structures shall be permitted on the property, and no camper-type trailer, tents or shacks may be used either temporarily or permanently as a dwelling.

8. Utilities: Each lot shall have its own well or other approved water source and septic tank or other approved waste disposal system. All water sources and waste disposal systems must comply with the standards set forth by the Granville County Health Department. All trash and garbage must be disposed of by a method approved by the Granville County Health Department or through a duly franchised waste disposal service operating in Granville County. No dumping shall be permitted. All dwellings shall be connected to electric service prior to occupancy.

9. Maintenance of Landscape: All yards and surrounding landscape shall be kept free of unsightly debris, neatly mowed and maintained at all times.

10. Effective Dates: These Protective Covenants shall remain in full force and effect and be binding on the property until December 31, 2019.

11. Part of Land Title: These Protective Covenants shall run with and be a part of the title to the property.

12. Driveway Connections: All driveways installed from abutting roadways must use a pipe of sufficient size to insure proper drainage, and in any event shall be not less than 15 inches in diameter. All pipe shall meet the specifications of the N. C. Department of Transportation.

13. Reservation of Easements. The Declarant reserves the right to grant to the N.C. Department of Transportation such easements as it may require to assume maintenance of subdivision streets.

Del. Nancy Davis for RCTC attys - 6-29-99

ROYSER, CROSS,
CURRIN & WINFREY, LLP
ATTORNEYS AT LAW
P. O. DRAWER 1168
OXFORD, N. C. 27565

Declarant reserves the right to grant general easements within the subdivision for the installation and maintenance of electric and telephone lines as may be required by the utility companies furnishing those services.

Declarant reserves the right to install and maintain subdivision signs on lots 59, 77, 81, 102, and at other locations shown on the recorded map of the subdivision.

Declarant reserves all drainage and other easements shown on the recorded plat of the subdivision.

14. Street Lighting. The Declarant reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of street lighting, which requires a continuing monthly payment to Carolina Power and Light Company by each residential customer.

15. Road Maintenance: All of the roads in the subdivision have been built to NCDO specifications and are public roads, however, only SR #1133 (Belltown Road) has currently been accepted by the NCDOT for maintenance. Until such time as all roads in the subdivision are accepted for maintenance by NCDOT they will be maintained by the Rivergate Property Owners' Association that is hereby established for such purpose. All of the owners of lots in the subdivision that abut roads that have not been accepted by the NCDOT for maintenance shall be deemed members of the Property Owners' Association and shall be entitled to one vote for each lot owned at the annual meeting of the Association. At the initial meeting and each annual meeting thereafter there shall be elected a Board of Directors for the Association consisting of five members and the Board of Directors shall be responsible for contracting and providing for road maintenance. The costs of any repairs and maintenance contracted by the Board of Directors for the Association shall be assessed equally against all lots in the subdivision that abut the roads that have not been accepted for maintenance by NCDOT. Any sums levied by the association that remain unpaid shall become a lien against the member's lot, subordinate only to ad valorem taxes and mortgage liens and may be collected by the association through a civil action instituted for such purpose.

The first annual meeting of the Association shall be held on the first Saturday in July, 2000. Pending the first annual meeting a temporary Board of Directors shall be appointed by the Declarant to serve until their successors are elected. The temporary Board of Directors, in addition to providing for interim road maintenance, shall prepare and present a proposed set of by-laws for the Association at the first annual meeting. Declarant shall render technical assistance in preparing the proposed by-laws and organizing the first annual meeting.

IN WITNESS WHEREOF, this instrument has been duly executed by T. S. Royster, Jr., Partner of JRS Farms, signing for the Partnership.

JRS FARMS, a Granville County, N.C.
General Partnership

By: T. S. Royster, Jr. (SEAL)
T. S. Royster, Jr., Partner
Acting on behalf of Partnership

NORTH CAROLINA
GRANVILLE COUNTY

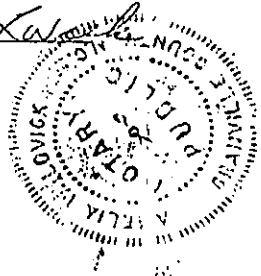
I, a Notary Public in and for the State and County aforesaid, do hereby certify that T. S. Royster, Jr., one of the partners of JRS Farms, a Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the partnership.

Witness my hand and Notarial Seal, this the 23rd day of June, 1999.

Amelia W. Kula
Notary Public

ROYSER, CROSS,
CURRIN & WINFREY, LLP
ATTORNEYS AT LAW
P. O. DRAWER 1166
OXFORD, N. C. 27565

My commission expires: 4-19-2003
Vol. 1/Amelia/JRS/Rivergate/Protective Covenants, full document



Book
0784

Page
0916

STATE OF NORTH CAROLINA, GRANVILLE COUNTY
The foregoing certificate of Amelia W.
Sevick a Notary Public
is certified to be correct. This instrument was presented for
registration and filed in this office in Book 784 Page 916
This 23 day of June 99 at 5:03 o'clock P.M.
Register of Deeds CR K. Johnson
By George R. Bett Assistant Deputy