



Doc ID: 003742150003 Type: CRP
Recorded: 02/09/2023 at 01:51:52 PM
Fee Amt: \$26.00 Page 1 of 3
Granville County, NC
Kathy M. Taylor Reg of Deeds

BK 1936 PG 669-671

Prepared by and hold for: Nathan M. Garren

~~STATE OF NORTH CAROLINA~~

DECLARATION OF POND MAINTENANCE COVENANTS

COUNTY OF GRANVILLE

This DECLARATION is made this 19th day of January, 2023 by JSW Partners, GP, a North Carolina general partnership ("Declarant")

WHEREAS the Declarant is the owner of those tracts of land as shown on that plat entitled "Exempt Plat Survey for: JSW Partners, G.P." recorded in Plat Book 51, Page 195, Granville County Registry. Said tracts are shown on the plat as Tracts A through G and a remaining tract of 20.49 acres which is being held by the Declarant for future subdivision.

WHEREAS a pond ("Pond") is located on Tract G and the remaining tract of 20.49 acres.

WHEREAS the Declarant wishes to state the responsibilities and privileges of the Owners of Tract G and the remaining tract of 20.49 acres regarding the Pond.

NOW, THEREFORE, the Declarant subjects Tract G and any tracts subdivided out of the remaining 20.49 acres which include a portion of the pond within their boundaries, to the following covenants:

1. The Owners, and their respective heirs, successors, and assigns, shall keep and maintain the dam of the Pond in good functional repair. All costs and expenses for the maintenance and repair thereof shall be paid at the time of completion of such work and shall be divided and shared equally by the Owners. In the event there is a disagreement as to the necessity of a repair to the Pond dam, a majority of the Owners may affect such repair and charge the defaulting Owner(s) with his, her, or their pro rata share thereof, which charge may be enforced as a laborer's materialman's lien, with priority only from the date of filing. In the event the Owners are equally divided as to the question of the necessity of repair, then any Owner may apply for relief under the Uniform Arbitration Act, and all parties hereto, their respective heirs, successors, and

assigns, agree to be bound by the decision of the arbitrator, which decision shall be declared the decision of the majority of the Owners. In the event the majority of the Owners fails to act, then any Owner may affect the necessary repair to the Pond dam at his, her, or their own expense.

2. For making necessary repairs to the Pond dam, each of the Owners has an easement of ingress, egress, and regress in, to, over, and across the properties of the respective Owners, but only to the extent necessary to make such repairs. The Owners shall always keep and maintain the structure and integrity of the Pond dam in good order and repair and shall not carry on any activity or do any act or thing which may cause damage thereto. In the event - damage is caused to said dam by an act or activity of an Owner, then said Owner causing such damage shall pay the entire cost of the repair to the dam.
3. Each Owner, and his, her, or their heirs, successors, and assigns, shall have the right and privilege of use of the entire area located within the perimeter (water's edge) of the Pond. All shorelines of the Pond shall be kept and maintained in a reasonable manner, free of debris. Each Owner shall keep his, her, or their shoreline grassed or suitably planted to prevent erosion. The Pond water shall be kept free of contamination, free of poisonous or hazardous wastes, and in such state as shall be safe for animal consumption. In the event any Owner shall carry on any activity or do any act or thing which may or does cause contamination of the Pond, then said Owner causing such damage shall immediately remedy the damage at his, her, or their own expense.
4. No Owner, or his, her, or their heirs, successors, and assigns, shall do, or permit to be done, any of the following activities, unless specifically agreed to in writing by a majority of the Owners who share the Pond:
 - a. Seining, netting, or other activity which catches or harvests fish in quantity from the Pond.
 - b. Draining the Pond.
 - c. Pumping or otherwise transferring water out of the Pond for any purpose, except in an emergency.
 - d. Permitting fishing from the Pond by the public.
 - e. Allowing boats with motors to use the Pond.
 - f. Allowing users on the Pond who engage in loud, boisterous, or disruptive activities.

WHEREOF, the Declarant has hereunto set its hand and seal the day and year first above written.

JSW Partners, G.P.

By: *Julianne Q. Inglett*, General Partner

STATE OF NORTH CAROLINA

COUNTY OF Granville

I, a Notary Public, for the County of Granville, State of North Carolina do hereby certify that Julianna O. Wright, General Partner of JSW Partners, G.P., a North Carolina general partnership, personally appeared before me this day and being duly authorized acknowledged that he executed the foregoing instrument on behalf of JSW Partners, G.P.,

Witness my hand and official stamp or seal this 19th day of January, 2023.

Tiffany C. Abbott
Notary Public

My Commission Expires: 7.29.27

