

PROTECTIVE COVENANTS
FOR
FOX CROSSING SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that Loletta Y. Preddy, Jesse E. Preddy, Jr., Sharron W. Preddy, Henry T. Preddy, and Donna Leigh Preddy (Owners) and Fox Crossing Partnership (Developer), all hereinafter referred to as "Declarant" state that they are the owners and developer of the real property described herein and are desirous of subjecting said real property to the Protective Covenants hereinafter set forth for the benefit of all property owners and each owner thereof.

Declarant does hereby covenant and agree with all persons, firms and corporations hereafter acquiring any of the property described as follows:

Being all of Lots 1 through 17, and 37 through 46 of Fox Crossing Subdivision, Phase 1, as shown on a map recorded in Plat Record File 3, Slide 93-280, Franklin County Registry.

That all said lots are hereby subjected to the following Protective Covenants as to the use thereof, which Restrictive Covenants shall run with the land, by whomsoever owned, to wit:

1. **LAND USE AND BUILDING TYPE.** All lots shall be used for single family residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, not to exceed two and one half (2 1/2) stories in height, a private garage, and other out-buildings incidental to residential use of the lot.

2. **DWELLING SIZE.** The minimum heated square footage of a dwelling may not be less than 1000 square feet.

3. **BUILDING SETBACKS: HOUSE LOCATION.** No building shall be erected or maintained on any lot nearer than 35 feet from the front property line, 30 feet from a side lot line abutting a street or 20 feet from any other side or rear property line. Any dwelling erected on a lot other than a corner lot shall face the street on which the lot abuts.

4. **FENCES.** No fence or wall shall be erected on any lot closer to the street the dwelling faces than the front face of the dwelling located on each lot. Chain-link or other metal fencing is not permitted, except that 2"x4" mesh may be used with split-rail fencing to contain animals within the yard. Any fence or wall installed within the subdivisions must be an "open fence", i.e., one in which the openings through which clear vision is possible from one side to the other on a horizontal plan occupy at least fifty percent (50%) of the side area of the fence or wall, and must meet all requirements of the zoning ordinance of Franklin County. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any lot or lots, nor shall anything in this paragraph apply to any fence installed by the Declarant at any entrance to the subdivision.

5. **TEMPORARY STRUCTURES.** No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently.

6. **PARKING; DRIVEWAYS AND PARKING PADS; ABANDONED VEHICLES.** No mobile house trailer (whether on or off wheels), vehicle or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), commercial vehicle of any kind, or boat or boat trailer shall be parked on any street. No tractor trailer trucks or cabs shall be parked on any street or lot within the subdivision. Vehicles shall not be parked or stored on any part of the lot not improved for that purpose, i.e., garage, driveway, carport or parking pad. All driveways and parking pads shall be paved with either asphalt or concrete.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any lot in such manner as to be seen from any other lot or any street within the subdivision, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any lot.

7. **ANIMALS.** No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes. Lots 38 and 39 shall be permitted the right to keep a horse or pony as a pet due to the size of each lot; however, at no time shall there be more than two (2) horses or ponies kept or maintained per lot and the appropriate fencing in accordance with these covenants and restrictions must be in place.

8. **NUISANCES; BUSINESS ACTIVITY.** No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business trade or activity may be conducted on any lot.

⊗ SETBACK
Side 10' or 20'
SEE SURVEY

9. MAILBOXES. A mailbox approved by the Developer will be provided and installed by the builder of the dwelling on each lot. No mailbox shall be placed or maintained on any lot that does not conform in size, detail, and color to those originally provided by such builder.

10. MAINTENANCE OF LOT; CONSTRUCTION. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the owner of such lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such lot, the owner may, at his option, either completely remove the damaged structure and landscape area on which these structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any lot shall be continued with reasonable diligence to completion and no partially completed house or other improvements shall be permitted to exist on any lot, except during such reasonable time period as is necessary for completion. The owner of each lot shall at all times keep contiguous public street free from dirt, mud, garbage, trash or other debris resulting from any such construction on his lot.

11. GARBAGE; UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored behind the house in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to approved areas prior to the end of the day on which pickup occurs.

12. ARCHITECTURAL CONTROL. No building, fence, wall, driveway, mailbox or other structure shall be commenced, erected, maintained or altered upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior finishes and colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developers, or by an architectural committee composed of three (3) or more persons appointed by the Developers. The Developers may retain the services of a residential designer to review plans and specifications submitted pursuant to this paragraph. prior to commencement of construction of the initial house on each lot, the review and approval of the plans and specifications set out herein shall be by the Developers. If the Developers, or their designated committee, fails to approve or disapprove such design and location within fifteen (15) days after said plans and specifications have been submitted to it, the plans and specifications shall be deemed to have been approved as submitted. The Developers shall have the right to charge a reasonable fee, not to exceed \$75.00, for receiving and processing each application. Nothing herein shall be construed to permit interference with the development of the lots by Declarant in accordance with its general plan of development. Any approval of plans and specifications by the Developers shall not constitute or be construed as an approval of by the Developers of the structural stability, design, or quality of any building or improvement, or further constitute or be construed as approval by any governmental entity or to be a substitute for approval by the appropriate governmental agency.

13. EXTERIOR MAINTENANCE. The owner of each lot shall maintain the grounds and improvements situated on his lot including, but not limited to, plantings, landscaping and lawns at all times in a neat and attractive manner. Upon the owner's failure to do so, the Developers may, at their option, after approval by a majority vote of the Developers, and after giving the owner ten (10) days written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in their judgment, and have dead trees, shrubs and plants removed from such lot and replaced, and may have any portion of the lot resodded or landscaped and all expenses incurred by the Developers for such work shall be a lien and charge obligation of the then owner of such lot.

Upon an owner's failure to maintain the exterior of any structure, including the roof, in good repair and appearance, the Developers may, at their option, after approval by a majority vote of the Developers and after giving the owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance of such structure in a reasonable and workmanlike manner. The cost of any work performed by the Developers upon the owner's failure to do so shall be immediately due and owing from the then owner of the lot on which the work was performed and shall constitute an assessment against the lot and the personal obligation of such owner, collectible in a lump sum, and secured by the lien against the lot as herein provided.

14. UTILITY AND DRAINAGE EASEMENTS. Easements for the installation, maintenance and repair of utilities and drainage facilities are reserved as shown

on the recorded plat. Within such easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and/or maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a lot shall be maintained continuously by the owner of such lot, except for such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold lot or lots by the recording of appropriate instruments in the Franklin County Registry and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves an easement in and right at any time in the future to grant a ten-foot right-of-way over, under and along the rearline of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision and/or storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five-foot right-of-way over, under and along the side lines of each lot for the aforementioned purposes.

15. **SUBDIVISION OF LOTS.** No lot shall be subdivided by sale or otherwise so as to reduce the total lot area shown on the recorded map or plat except by and with the written consent of the Declarant.

16. **MAINTENANCE OF THE ENTRANCE TO SUBDIVISION AND RIGHTS OF WAY.** Declarant shall maintain and keep in good condition the Entrance to the subdivision until such time as eighty per cent (80%) of the lots are owner occupied at which time the maintenance and upkeep of the entrance shall become the sole responsibility of the homeowners. The owner of each Lot shall be responsible for the maintenance and up keep of the areas which lie in the right of way of the street on which owner's Lot borders and shall keep said right of way planted with grass and maintain the area consistent with the other Lots so situated.

17. **RESERVATION FOR STREET LIGHTING.** Declarants reserve the right to subject all of the Lots in the Subdivision to a contract with Wake Electric Membership Corporation for the installation and maintenance of underground electric cable and/or street lighting, either or both of which may require a continuing monthly payment to WEMC by the owner or owners of each Lot. Each lot owner shall pay a proportionate monthly service charge for the provision and maintenance of street lighting throughout the subdivision. The proportion shall be equal to the number of lots owned by the lot owner to the total number of lots in the subdivision. This assessment shall begin the first month following the purchase date of the lot and will be paid to the Owners until such time as Wake Electric Membership Corporation will bill the lot owner directly; at that time, each lot owner will be required to make payments directly to Wake Electric Membership Corporation.

18. **ENFORCEMENT.** Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein and enforcement shall be to either restrain violation and/or to recover damages resulting therefrom.

19. **SEVERABILITY.** Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

20. **TERM.** These covenants shall run and bind the land and all owners thereof for a period of twenty-five (25) years from the date these covenants are recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless altered by an instrument signed by the then owners of not less than seventy-five percent (75%) of the lots.

21. **DECLARANT.** Nothing contained in these Restrictive Covenants shall be construed to permit interference with the development of the lots by Declarant so long as said development follows the general plan of development previously approved by Franklin County and the Federal Housing Administration and/or Veterans Administration. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of the Declarant.

IN WITNESS WHEREOF, Declarant and Developer have caused this instrument to be executed as of the 22 day of September, 1993.

Loletta Y. Freddy
Loletta Y. Freddy

James E. Freddy Jr.
James E. Freddy Jr.

Shaaron W. Freddy
Shaaron W. Freddy

Henry T. Preddy
Henry T. Preddy

Donna Leigh Preddy
Donna Leigh Preddy

Fox Crossing Partnership,
a North Carolina General
Partnership

By: James M. Adams, Broker

NORTH CAROLINA - WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that
Henry T. Preddy personally appeared before me this day and
acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this the 22 day of
September, 1993.

NOTARY PUBLIC:

COMMISSION EXPIRES: Feb 13, 96

NORTH CAROLINA - WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that
Donna Leigh Preddy personally appeared before me this day and
acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this the 22 day of
September, 1993.

NOTARY PUBLIC:

COMMISSION EXPIRES: Feb 13, 96

NORTH CAROLINA - WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that
Henry T. Preddy personally appeared before me this day and
acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this the 23rd day of
September, 1993.

NOTARY PUBLIC:

COMMISSION EXPIRES: 8-23-94

NORTH CAROLINA - WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that
James M. Adams personally appeared before me this day and
acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this the 23 day of
September, 1993.

NOTARY PUBLIC:

COMMISSION EXPIRES: 5 May 1997

NORTH CAROLINA - WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that
Sharon W. Preddy personally appeared before me this day and
acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this the 24th day of
September, 1993.

NOTARY PUBLIC:

COMMISSION EXPIRES: My Commission Expires 9-24-94

NORTH CAROLINA - WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that
James M. Adams personally appeared before me this day and
acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this the 14 day of
September, 1993.

NOTARY PUBLIC:

COMMISSION EXPIRES: 3-10-96

STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of Leelan A. Woodlief, Ava L. Parker, Russell N. Strickland, and James R. Goodman
is/are certified to be correct. _____ Notar(y) (ies) Public,

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Franklin County, N.C., in Book 982, Page(s) 411-415

This 15th day of October, A.D., 19 93, at 4:00 o'clock P.M.

MARTHA D. SHEARIN, REGISTER OF DEEDS

By: Russ Woodlief
Asst. Deputy Register of Deeds

PREPARED BY AND HOLD FOR: WARREN, PERRY & ANTHONY
P. O. Box 1187
Wake Forest, NC 27588-1187.

NORTH CAROLINA

PROTECTIVE COVENANTS FOR
FOX CROSSING, PHASE II

WAKE COUNTY

THIS DECLARATION OF PROTECTIVE COVENANTS made this 16th day of January, 1997, by JERRY W. LOOPER CONSTRUCTION, INC., hereinafter referred to as "Declarant";

W I T N E S S E T H:

THAT WHEREAS, Declarant is the owner of certain lots in Fox Crossing Subdivision, Phase II, being Lots 18 through 36, lying and being in Youngsville Township, Franklin County, North Carolina, more particularly described by one plat prepared by W. Graham Cawthorne, Jr., R.L.S., dated August 6, 1992, entitled "Fox Crossing Subdivision, Phase II, Map I, Franklin County, North Carolina", and recorded in Book of Maps 1995, Page 374 for Lots 18 through 22 and Lots 31 through 36; and another plat prepared by W. Graham Cawthorne, Jr., R.L.S., dated August 6, 1992, entitled "Fox Crossing Subdivision, Phase II, Map 2, Franklin County, North Carolina" and recorded in Book of Maps 1995, Page 375 for Lots 23 through 30;

AND WHEREAS, for the mutual benefit of all homeowners, present and future, of said lots in Phase II of Fox Crossing Subdivision, and for the benefit of those property owners in the other phases of Fox Crossing Subdivision, already subject to Restrictive Covenants, Declarant desires to subject said lots as referenced hereinabove to Restrictive Covenants recorded in Book 982, Page 411, Franklin County Registry;

NOW, THEREFORE, Declarant does hereby declare that all of the properties referred to above shall be held, sold, occupied, transferred and conveyed subject to those easements, restrictions, covenants, and conditions recorded in Book 982, Page 411, Franklin County Registry which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in

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the described properties, or any part thereof, their heirs, successors and assigns, for the term of these covenants as set forth therein, and shall inure to the benefit of each holder thereof.

IN TESTIMONY WHEREOF, Declarant has caused this instrument to be executed, by authority of its Board of Directors, as of the day and year first above written.

DECLARANT:

JERRY W. LOOPER CONSTRUCTION, INC.

By: [Signature] (SEAL)
President

(CORPORATE SEAL)

Attested:

By: Wanda P. Lopez (SEAL)
Secretary

NORTH CAROLINA

Wake COUNTY
I, a Notary Public of the County and State aforesaid, certify that Wanda P. Lopez, personally came before me this day and acknowledged that (s)he is (Asst.) Secretary of JERRY W. LOOPER CONSTRUCTION, INC. a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its (Vice) President, sealed with its corporate seal and attested by him/her as its (Asst.) Secretary. Witness my hand and official stamp or seal, this 21 day of January, 1997.

My commission expires: 9-22-97

Carolyn D. Clark
NOTARY PUBLIC

STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of Carolyn D. Clark, a

is/are certified to be correct.

Notary (y) (ica) Public,

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Franklin County, N.C., in Book 1060, Page(s) 1024-1025

This 22nd day of January, A.D., 1997, at 9:30 o'clock A.M.

WILLIAM D. SHEARIN, REGISTER OF DEEDS

By: [Signature]
Asst. Deputy Register of Deeds