

NORTH CAROLINA - FRANKLIN COUNTY

BOOK 898 PAGE 026

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 Pages 26-27

Martha O. Shearin
 MARTHA O. SHEARIN, REGISTER OF DEEDS

NORTH CAROLINA
 FRANKLIN COUNTY

PROTECTIVE COVENANTS
 AND RESERVATION
 OF EASEMENTS FOR
 HIGHLAND HILLS SUBDIVISION

THIS DECLARATION of Protective Covenants and Reservation of Easements made this 27th day of July, 1988, 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 drainage easements and utility service 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 Easements hereafter set out. The real estate which is the subject of these Protective Covenants is described as all of the lots shown on map of Highland Hills Subdivision, Phase I, made by Precision Surveys, Inc., and recorded in Plat File 3, Slide 159 C, Franklin County Registry. The Protective Covenants are as follows:

1. No inoperable, unlicensed or junk motor vehicles or equipment of any kind may be located on the property.
2. The property is restricted to use for residential and limited agricultural purposes such as private gardening and the tending of private orchards and vineyards. Only one dwelling or residence may be located on each lot.
3. The lots in the subdivision shall not be re-subdivided, except that the Declarant reserves the right to adjust the location of the various lot lines as may be necessary to assure the useability of a particular lot or group of lots.
4. No livestock or animals, except horses and household pets, may be raised or kept for any purpose, and no hogs shall be permitted on the property.
5. In the event a mobile home is placed on the property, the same shall be fully underskirted and firmly anchored within 90 days.
6. 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.
7. 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.
8. 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 Franklin County Health Department. All trash and garbage must be disposed of by a method approved by the Franklin County Health Department or through a duly franchised waste disposal service operating in Franklin County. No dumping shall be permitted in the subdivision. Each dwelling within the subdivision shall be connected to electric service prior to occupancy.
9. All buildings, mobile homes and other structures shall comply with the setback lines shown on the recorded plat of the subdivision. Declarant may waive this provision in cases where, in its opinion, such setback renders the lot unuseable or works a hardship on the owner.

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 OXFORD, N. C.

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10. No lot in the subdivision may be used as a roadway to gain access to property outside the subdivision without the prior written consent of the Declarant.

11. No mobile home more than 7 years old shall be placed on the property without the written consent of the Declarant.

12. All yards and surrounding landscape shall be kept free of unsightly debris and neatly mowed and maintained at all times.

13. These Protective Covenants shall remain in full force and effect and be binding on the property until July 1, 2008, after which time they shall be automatically extended for successive periods of 5 years each, unless by a vote of the majority of lot owners in the subdivision and by the consent of Declarant, it is agreed to change, modify or abolish the covenants.

14. These Protective Covenants shall run with and be a part of the title to the property.

15. These Protective Covenants may be enforced by individual lot owners or Declarant.

RESERVATION OF UTILITY EASEMENTS

The Declarant hereby reserves the right to grant general utility service easements to any public utility desiring to provide service of such utilities to the subdivision or any individual lot located in the same.

Declarant reserves surface water drainage easements wherever the same may be necessary for proper maintenance of the road and drives, and the right to direct water from its natural course to a more suitable course within the subdivision whenever it deems the same to be necessary or desirable. Declarant specifically reserves and dedicates the drainage and other easements shown on the subdivision plat.

Declarant reserves an easement for the installation and maintenance of a subdivision sign on Lot # 13 of the subdivision.

IN TESTIMONY WHEREOF, the Seller has caused this instrument to be executed by one of its partners in behalf of the Partnership, this the day and year first above written.

JRS FARMS, a Partnership

By: T. S. Royster, Jr. (SEAL)
T. S. Royster, Jr., Partner, Acting
for the 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., Partner of JRS Farms, a Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 27th day of July, 1988.

Sheila J. Gresham
Notary Public

My commission expires: 10-8-91
North Carolina, Franklin County

The foregoing certificate of Sheila J. Gresham, A Notary Public is certified to be correct. This 28th day of July, 1988.
Martha D. Shearin Register of Deeds
Martha D. Shearin

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OXFORD, N. C.