

NORTH CAROLINA
FRANKLIN COUNTY

PROTECTIVE COVENANTS, PRIVATE ROAD
MAINTENANCE PROVISIONS AND RESERVATION
OF EASEMENTS FOR
FOX RIDGE FARMS SUBDIVISION

THIS DECLARATION of Protective Covenants, Private Road Maintenance Provisions and Reservation of Easements made this May 14, 1985, by JRS FARMS, a Granville and Franklin Counties, N. C. General Partnership, herein called Declarant;

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the owner of certain real property hereinafter described, and desires to subject said real property to certain Protective Covenants and Private Road Maintenance Provisions 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, Private Road Maintenance Provisions, and Easements hereafter set out. The real estate which is the subject of these Protective Covenants and Private Road Maintenance Provisions is described as Lots Nos. 5 through 128, inclusive, and Lots Nos. 147 through 205 inclusive, as shown on map of Fox Ridge Subdivision made by Precision Surveys, Inc., April 1985, and recorded in Map File 2, Slide 101, Franklin County Registry. The Protective Covenants are as follows:

1. No inoperable 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.

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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, may be raised or kept for commercial purposes, 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.

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.

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 on the property.

9. All buildings, mobile homes and other structures must be set back at least 40 feet from the edge of the road right of way. On culdesacs, all buildings, mobile homes and other structures shall be set back to a point where the lot width is at least 100 feet. Declarant may waive this provision in cases where, in its opinion, such setback renders the lot unuseable or works a hardship on the owner.

10. These Protective Covenants shall remain in full force and effect and be binding on the property until June 30, 2005, 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.

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

12. These Protective Covenants may be enforced by individual lot owners, the Declarant or the Fox Ridge Property Owners Association.

PRIVATE ROAD MAINTENANCE PROVISIONS

The lots in Fox Ridge Farms are served by private roads as shown on the subdivision plat. Although titles to all lots in the subdivision extend to the centerline of the private roads which they adjoin, the roads themselves have been dedicated for use by all lot owners in the subdivision and the general public. There is hereby created a Fox Ridge Farms Property Owners' Association for the purpose of establishing rules and regulations governing use of the roads and for the maintenance and upkeep of the same, and to enforce the Protective Covenants for the subdivision. Each of the owners of the lots in the subdivision shall be deemed a member of the Property Owners' Association, and shall be entitled to one vote per lot owned at the annual meeting of the association. The first annual meeting of the association shall be held on the 1st Saturday in June, 1986. Thereafter, the date and time for annual meetings shall be fixed by the Board of Directors. At each annual meeting there shall be elected a Board of Directors for the association consisting of at least 5 members, and the Board of Directors so elected shall be responsible for contracting and providing for road maintenance and regulations. Pending the first annual meeting, a temporary Board of Directors shall be appointed by Declarant to serve until their successors are duly elected. The temporary Board of

Directors, in addition to providing for interim road maintenance, shall prepare and present a proposed set of bylaws for the association at the first annual meeting. Declarant shall render technical assistance in preparing the proposed bylaws.

The costs of any repairs and maintenance contracted by the Board of Directors of the Association shall be assessed equally to all lots in the subdivision. 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. In addition thereto, the failure to pay such road assessments when due shall constitute an event of default in the outstanding purchase money note and deed of trust held on such lot by JRS Farms.

Pending the first annual meeting of the Association and to provide initial funds for road maintenance, each lot is hereby assessed a monthly maintenance fee of \$5.00 beginning on the same date lot payments are due to be made to JRS Farms, and continuing on the same day of each month thereafter. Monthly maintenance fees shall be added to and included in the lot payments made to JRS Farms until such time as the lot debt to JRS Farms has been discharged or until the lot owner is notified by JRS Farms of a change in payment procedure. After the lot debt to JRS Farms has been satisfied, maintenance fees shall be paid directly to the association. All maintenance fees collected by JRS Farms shall be set aside and held in trust for the use and benefit of the Property Owners Association and shall be paid to it on demand.

The owners of Lots #1, #2 and #3, and lots owned by the Declarant, shall be exempt from payment of road maintenance charges.

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 unto itself an easement at the southeast corner of Lot #206 for the erection and maintenance of a subdivision sign and its attendant landscaping.

Declarant reserves surface water drainage easements wherever the same may be necessary for proper maintenance of roads 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.

The Declarant reserves the right and privilege to grant a general road easement to the N. C. Department of Transportation, or other governmental authority, if it is desired that any of the private roads in the subdivision be included in the public highway system. South Creek Drive and a portion of Fox Ridge Road have also been dedicated to serve access to Tract #2, Map Book 2, page 3, Franklin County Registry.

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

JRS FARMS, A Granville and Franklin Counties, N. C. General 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, Acting for the Partnership of JRS Farms, a Granville and Franklin Counties, N. C. General Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 15th day of May, 1985.

Peggie R. Strother
Notary Public

My commission expires: 1-21-86

NORTH CAROLINA-FRANKLIN COUNTY
The foregoing certificate of Peggie R. Strother, a Notary Public, is certified to be correct. This the 15th day of May, 1985.

Martha D. Shearin
Martha D. Shearin
Register of Deeds

ROYSTER ROYSTER
& CROSS
ATTORNEYS AT LAW
OXFORD, N. C.

NORTH CAROLINA - FRANKLIN COUNTY
Filed for registration the 15th
day of May, A.D. 1985
At 10:05 A.M., in Book 847
Page(s) 487-491
Martha D. Shearin
MARTHA D. SHEARIN, REGISTER OF DEEDS