

Book Page
0791 0077

NORTH CAROLINA
GRANVILLE COUNTY

**RESTRICTIVE COVENANTS,
HOMEOWNERS' ASSOCIATION, PRIVATE
ROAD MAINTENANCE PROVISIONS AND
RESERVATION OF EASEMENTS FOR
SALEM FARM SUBDIVISION, PHASE III**

THIS DECLARATION OF RESTRICTIVE COVENANTS, HOMEOWNERS' ASSOCIATION, PRIVATE ROAD MAINTENANCE PROVISIONS AND RESERVATION OF EASEMENTS made this the 27th day of August, 1999, by SIDNEY M. CUTTS, JR., AND WIFE, SHELBY T. CUTTS, herein called Declarants;

WITNESSETH:

THAT, WHEREAS, Declarants are the owners of certain real property herein described and desire to subject said real property to certain restrictive covenants and private road maintenance provisions hereinafter set forth, and further desire to reserve unto themselves certain drainage and utility service easements in connection with the property;

NOW, THEREFORE, the Declarants hereby declare that the real property hereinafter described is and shall be held, transferred, sold and conveyed subject to the Restrictive Covenants, Private Road Maintenance Provisions, Homeowners' Association and Easement hereinafter set out. The subject real property is described as Lots Nos. 1-9, inclusive, as shown on survey and plat of Gentry Surveying, P.A. entitled "Survey of Salem Farm III, dated June 24, 1997, of record in Plat Book 24, page 62, Granville County Registry. For all purposes herein, the subject real property shall be known as Salem Farms Subdivision, Phase III.

RESTRICTIVE COVENANTS

The Restrictive Covenants are as follows:

1. All lots in Salem Farm Subdivision, Phase III, shall be known, used, and described as residential lots only, and no part of said lots shall be used for any type of business or store. No structure shall be erected, altered, placed or permitted to remain on any lot other than a detached single-family dwelling, except storage buildings which are of the same or similar construction as the residence located on said lot.

2. None of the numbered lots is shown on said recorded plat shall be resubdivided so as to create any additional building lots.

3. No dwelling may be erected, altered, placed, or permitted to remain on the lot other than one detached single family dwelling (and garage) containing not less than 1,500 square feet in living area (excluding porches, basement, garages, carports, eaves and steps).

4. No dwelling (or other structure permitted by these restrictions) shall be erected, altered, or placed on the property herein conveyed until the plans and specifications for such have been submitted to and approved in writing by Sidney M. Cutts, Jr., or in the event of his death, disability or absence, by his executor, administrator, devisee, heir, or duly authorized agent or assignee. Such approval shall not be unreasonably withheld and is for the purpose of maintaining architectural continuity in the interest of the orderly development of the property of the Declarants.

5. The location of the residence (together with any other building or alteration permitted by these restrictions) to be erected on the above described land is to be first approved by Sidney M. Cutts, Jr., or in the event of his death, disability or absence, by his executor, administrator, devisee, heir or duly authorized agent or assignee.

ROYSER, CROSS,
CURRIN & WINFREY, LLP
ATTORNEYS AT LAW
P. O. DRAWING 1114
GREENSBORO, N. C. 27405

Del. Emma Wilson for RCAC attys. 8-31-99

Book Page
0791 0078

6. No animals, livestock or poultry of any kind shall be raised or bred on the herein conveyed lot, except that dogs, cats or any other household pets may be kept provided they are not kept, bred or maintained for a commercial purpose.

7. No part of the property herein conveyed shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8. No water supply system for human consumption or sewage disposal system shall be permitted on the lot herein conveyed unless the location, construction and design are in full compliance with requirements, standards and recommendations of the Granville County Health Department and North Carolina State Board of Health.

9. These restrictions and conditions are covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of this instrument and cannot be altered or changed prior to that date without the written consent of one of the Declarants, the survivor, his or her heirs, assigns, or devisees. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants, which shall remain in full force and effect. The enforcement of these covenants may be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

10. No trade or business and no noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

11. Declarants, being the owners and developers herein named, shall have the right to waive minor violations of these restrictive covenants, vis-a-vis setbacks and minimum square footage of residential dwellings. A minor violation shall be defined as a variance of 10% or less from the stated setback or minimum square footage requirements herein.

12. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

13. Grass and weeds are to be kept down on all lots to prevent an unsightly and unsanitary condition. This is an obligation of the owner of the lot or lots and is to be done at his or her expense.

SALEM FARM SUBDIVISION, PHASE II, HOMEOWNERS' ASSOCIATION

There is hereby created a Salem Farm Subdivision, Phase III, Homeowners' Association for the purpose of establishing rules and regulations governing the use of the lots in the subdivision, for the maintenance and upkeep of the same, and to enforce the restrictive covenants for the subdivision. Each of the owners of the lots in the subdivision shall be deemed a member of the Homeowners' Association and shall be entitled to one vote per lot owned in the annual meeting of the association. The first annual meeting of the association shall be held on the second Saturday in January, 2000. 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 3 members, and the board of directors so elected shall make all decisions concerning the operation of the association. Pending the first annual meeting, a temporary board of directors shall be appointed by the Declarants 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 by-laws for the association at the first annual meeting. Declarants shall render technical assistance in preparing the proposed by-laws. Declarants shall furnish the Granville County

Book Page
0791 0079

Planning Director the post office address of the initial registered office and the name and county in which the registered office is located.

PRIVATE ROAD MAINTENANCE PROVISIONS

The lots in Salem Farm Subdivision, Phase III, are served by a private road as shown on the subdivision plat. The road has been dedicated for use by all lot owners in the subdivision and the general public. The Salem Farm Subdivision, Phase I I, Homeowners Association has been charged with the responsibility for making repairs to and maintaining the private road or roads and adopting rules and regulations concerning their use as such private road or roads may be applicable to Salem Farm Subdivision, Phase II. The costs of any repairs and maintenance contracted by the board of directors of the association shall be assessed equally to all lots of 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 civil action instituted for such purposes. In addition thereto, the failure to pay assessments when due shall constitute an event of default in any outstanding Purchase Money Note and Deed of Trust held on such lot by the Declarants.

HOMEOWNERS' ASSOCIATION FEES

Pending the first annual meeting of the Homeowners' Association and to provide initial funds for road repairs and maintenance of recreational areas, each lot is hereby assessed a fee equal to \$10.00 per month from the first whole month that owner takes title to the property. Annual fees or monthly fees shall be determined and modified from time to time by the association's board of directors. Declarants shall be exempt from payment of association fees.

RESERVATION OF UTILITY EASEMENTS

Declarants hereby reserve the right to grant general utility service easements to any public utility desiring to provide services of such utilities to the subdivision or any individual lot located in the same. Declarants also reserve surface water drainage easements wherever the same may be necessary for the proper maintenance of roads and drives and reserve the right to direct water from its natural course to a more suitable course in the subdivision wherever they deem the same to be necessary or desirable.

IN TESTIMONY WHEREOF, the Declarants have hereunto set their hands and affixed their seals this the day and year first above written.

 (SEAL)
Sidney M. Cutts, Jr.

 (SEAL)
Shelby T. Cutts