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 Granville County, NC
 Kathryn Crews Averett Rep of Deeds
 BK 1278 PG 673-675

Prepared by and return to: N. Kyle Hicks, a North Carolina Licensed Attorney,
 P. O. Box 247, Oxford NC 27565

STATE OF NORTH CAROLINA

PROTECTIVE COVENANTS FOR
 ROCKY RIDGE SUBDIVISION

COUNTY OF GRANVILLE

THIS DECLARATION OF PROTECTIVE COVENANTS made this 1st day of August, 2008 by NEW BRANCH HOME & LAND, LLC, a North Carolina Limited Liability Company (herein referred to as "Declarant");

RECITALS:

Whereas, Declarant is the owner of the real property described as Tracts 1 through 6 as shown in plat of record in Plat Book 36, Page 63, Granville County Registry, and is desirous of subjecting said real property to the Protective Covenants hereinafter set forth.

1. "Declarant" shall mean and refer to New Branch Home & Land, LLC, its agents and/or assigns.
2. "Lot" or "Tract" shall mean and refer to any and all parcels of land as shown on map of record in Plat Book 36, Page 63, Granville County Registry.
3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
4. "Person" shall mean and refer to any individual, Corporation, Partnership, Association, Trustee or other legal entity.
5. "Property" or "Properties" shall mean and refer to any and all parcels of land subdivided as shown on map of record in Plat Book 36, Page 63, Granville County Registry.
6. "Residence" shall mean and refer to a dwelling or house constructed upon a lot within the property to reside in.

WITNESSETH:

NOW, THEREFORE, Declarant does hereby declare that the above described real property located in Granville County, North Carolina is and shall be held, transferred, sold and conveyed subject to Protective Covenants:

1. All lots shall be used for single family residential purposes only and shall be limited to one residence per lot.
2. No lot shall be further subdivided.
3. Lots shall be restricted to on-site stick built homes, log homes, or on-frame or off-frame modulars. No singlewide or doublewide mobile homes shall be allowed on any lot.
4. No swine shall be allowed on any lot.
5. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done to become an annoyance or nuisance to the adjoining property owners in the subdivision.
6. No incomplete structures, trailers, tents or camper units shall be used as a residence on any lot.

7. No trade business or commercial activity of any kind shall be carried on upon any lot.

8. The Declarant reserves a perpetual easement over 10 feet of space of each lot along the side lines and along the front and rear lines for utility easements.

9. Road Maintenance Provisions: The Declarant has developed a 30-foot wide permanent ingress and egress easement to be known as "Rockefeller Road". Said easement is depicted as the "Existing Road" on plat of record in Plat Book 36, Page 63, Granville County Registry. This easement is established to provide ingress and egress and utility easements for Tracts 1 through 6 of Rocky Ridge subdivision.

- a) The owners of Tracts 1 through 6 shall be responsible for maintaining the easement area within Rockefeller Road from the margin of the pavement on SR 1425 to the northern margin of Tract 6 (Plat Book 36, Page 63).
- b) Declarant shall construct an electric gate into the subdivision. The costs of electricity and maintenance for the gate shall be an assessment against all 6 tracts and paid by all lot owners as part of the annual assessment.
- c) Each owner shall be assessed an annual fee of \$300.00 per tract owned. This amount shall not be increased or decreased except by approval of at least half of the owners. The annual fee shall be due and payable in advance each year. Declarant will pay the first payment at closing and payments shall be due on the anniversary date of the closing with Declarant each year thereafter.
- d) The upkeep and maintenance will be limited to that required by virtue of erosion and ordinary wear and tear to the easement surface. All maintenance and upkeep of the said easement serving these lots, including snow removal, shall be done on the basis of competitive bids and only as required on demand of three or more of the property owners serviced by the easement.
- e) Any work or improvements in excess of ordinary upkeep, repairs or maintenance shall require approval of 100% of the owners.
- f) The owners shall be vested with such powers as allowed by law to perform any required upkeep, maintenance and repairs hereunder and to enforce the collection of dues from the remaining owners as set out herein.
- g) Each individual tract owner shall be responsible for repair of any damages to the easement resulting from the willful or negligent acts of himself or his agents or employees, and shall perform any such repairs at his or her own expense within a reasonable time but not in excess of thirty (30) days after written notice of such damage shall have been sent to the tract owner from Declarant or any other owner.

10. There is hereby created the Rocky Ridge Homeowners Association which shall initially be an unincorporated association, but may be incorporated at any time by action taken by three or more of the lot owners. Owners shall have one vote per lot owned in the subdivision. The Association shall be vested with all powers allowed by law to enforce collection of the annual assessments and road maintenance dues.

11. The parties acknowledge that Tracts 2, 3, 4, 5 and 6 each have a panhandle type strip of approximately thirty (30) feet running along the western margin of the lots from the State Road as more particularly depicted on map of record in Plat Book 36, Page 63, Granville County Registry. Each tract shall have an exclusive perpetual easement over and across the portion of the thirty (30) foot strips directly adjacent to that tract. Although the thirty (30) foot strips shall continue to be owned by the tracts for which they are a part, exclusive use of said tracts is granted to the adjacent property owner only.

12. That the parties acknowledge that several of the perk sites are located within the thirty (30) foot strips and that each tract owner shall specifically be allowed to locate the necessary septic tank and drainage fields within those septic areas on the thirty (30) foot strips adjacent to their lot. In addition, the septic area for Tract 1 may extend into the 30-foot strip area adjacent to Tract 2.

13. Notwithstanding anything to the contrary herein, the portion of the Rockefeller Road located within the thirty (30) foot strips shall remain located there and shall be the means of ingress, egress and means of locating utility easements to all of the tracts of Rocky Ridge.

14. In the event of any conflict between the provisions of this document and the plat, the provisions in the plat shall govern. Any conflict existing within the provisions of this instrument itself, shall result in the application of the most protective provision herein.

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14. THESE COVENANTS AND RESTRICTIONS are to run with the land and shall be binding on all parties and all persons subject to them for a period of twenty years from the date the covenants are recorded after which said covenants shall automatically be extended for successive periods of ten years, unless an instrument in writing signed by a majority of the owners of the lots has been recorded, said instrument agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the date and year first above written.

NEW BRANCH HOME & LAND, LLC, a North
Carolina Limited Liability Company

By: *M. F. Darden* (SEAL)
M. F. Darden, Member/Manager

STATE OF NORTH CAROLINA, COUNTY OF GRANVILLE

I, the undersigned Notary Public of the County of Granville and State of North Carolina, certify that M. F. Darden, either (☒) being personally known to me or (☐) proven by satisfactory evidence (said evidence being _____), personally appeared before me this day and acknowledged that he is Member/Manager of New Branch Home & Land, a North Carolina limited liability company, and that he, as Member/Manager being authorized to do so, voluntarily executed the foregoing on behalf of the limited liability company for the purposes stated therein.

Witness my hand and notarial seal, this 1 day of August, 2008.

(OFFICIAL SEAL)



Lisa C. Summerlin
Notary Public

Lisa C. Summerlin
Printed or Typed Name

My commission expires: 2/1/09