

BOOK 563 PAGE 702

NORTH CAROLINA
GRANVILLE COUNTY
WAKE COUNTY

PROTECTIVE COVENANTS, PRIVATE ROAD
MAINTENANCE PROVISIONS AND RESERVATION
OF EASEMENTS FOR
WILLOW CREEK SUBDIVISION

THIS DECLARATION of Protective Covenants, Private Road Maintenance Provisions and Reservation of Easements made this 3rd day of November, 1988, by JRS FARMS, a Granville County, North Carolina 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, sign 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 all of the lots shown on maps of all phases of Willow Creek Subdivision which may be hereafter recorded. Willow Creek Subdivision and its various phases are portions of the land described in Deed Book 562, page 892, Granville County Registry, and Deed Book 4373, page 912, Wake 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, may be raised or kept for any purpose, and no hogs shall be permitted on the property. This shall not prevent the keeping of customary household pets.
5. In the event a mobile home is placed on the property, the same shall be fully underskirted and firmly anchored within 90 days, and shall otherwise comply with State and Local ordinances before it is occupied.
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 County Health Department. All trash and garbage must be disposed of by a method approved by the County Health Department or through a duly franchised waste disposal service operating in the County. No dumping shall be permitted in the subdivision. Each dwelling within the subdivision shall be connected to electric service prior to occupancy.

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

For Amended Assumed Name Certificate see Book 10, P. 87.
Dec. to James E. Cross, Jr. Atty 11-29-88

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.
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 January 1, 2007, 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, the Declarant or the Willow Creek Property Owners' Association.

PRIVATE ROAD MAINTENANCE PROVISIONS

Some of the lots in Willow Creek Subdivision are served by private roads as shown on the subdivision plats. 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. There is hereby created a Willow Creek 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, to provide lighting of streets and roads, to enforce the Protective Covenants for the subdivision, and to make and enforce rules governing the use of any common areas which may be designated on the subdivision maps. 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 for each lot owned at the annual meeting of the association. The first annual meeting of the association shall be held on a date to be fixed by Declarant. 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 operate the association. Street lighting is a part of road maintenance and shall be provided and paid for by the Property Owners Association or as may be provided in contracts between Declarant and the utility company as provided in the section entitled, "Street Lighting," below. Pending the first annual meeting, a temporary Board of Directors may 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 and the cost of street lighting, if applicable, and the costs of maintaining the common areas 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.

BOOK 563 PAGE 704

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 \$7.00 beginning the first day of the month following the date of conveyance of title, 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. Any lot that abuts a public road in the subdivision shall be exempt from the payment of the above fees unless the owner of such lot makes a driveway connection into a private road, in which event, such lot shall also be assessed for the payment of the monthly maintenance fee.

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 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. Declarant specifically reserves and dedicates the drainage and other easements shown on the subdivision plats.

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 the private roads in the subdivision be included in the public highway system.

STREET LIGHTING

The Declarant reserves the right to subject the lots in this subdivision to one or more contracts with approved utility companies for the installation of street lighting, which contracts may require a continuing monthly payment directly to the utility company by each residential customer.

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 3rd day of

November, 1988.

Peggy R. Stotter
Notary Public

My commission expires: 1-21-91

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

STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate(s) of Leggie L. Brothman
County, N. C. is (are) certified to be correct

This instrument was presented for registration this day and hour and duly recorded in the office of the Register
of Deeds of Granville County, N. C., in Book 563, Page 792

This 21st day of November, A. D., 1988 at 8:45 o'clock P. M.)

Recorded and verified: By [Signature] Asst. Register of Deeds
\$ 12.00 Rec. Fees \$ _____ Stamps _____
Register of Deeds