

NORTH CAROLINA
GRANVILLE COUNTY

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

THIS DECLARATION of Protective Covenants, Private Road Maintenance Provisions and Reservation of Easements made this 17th day of February, 1987, 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 revised map of Huntington Ridge Subdivision made by Precision Surveys, Inc., and recorded in Plat Book 10, Page 127, Granville 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.
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, 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 Granville County Health Department. All trash and garbage must be disposed of by a method approved by the Granville County Health Department or through a duly franchised waste disposal service operating in Granville 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.

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

See to Plan White for Royster & Cross, attys 3-3-87

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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 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 Huntington Ridge Property Owners Association.

PRIVATE ROAD MAINTENANCE PROVISIONS

The lots in Huntington Ridge Subdivision (except those lots that abut S.R. #1631) are served by a private road as shown on the subdivision plat. Although titles to all lots in the subdivision extend to the centerline of the private road which they adjoin, the road itself has been dedicated for use by all lot owners in the subdivision. There is hereby created a Huntington Ridge Property Owners' Association for the purpose of establishing rules and regulations governing use of the road 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 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 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, except those lots herein designated as exempt from such fees. 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.

Lots Nos. 1, 2, and 64, Lots Nos. 17 through 27 inclusive, Lots Nos. 30 and 80, Lots Nos. 67 through 77 inclusive, and all 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 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 easements shown on the subdivision plat.

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 road in the subdivision be included in the public highway system.

The Declarant reserves the right to maintain subdivision signs on Lots Nos. 16, 29 and 79, and the right to maintain an electric pole and meter for sign lighting on Lots Nos. 65 and 66.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be signed by its President and attested by its Secretary, all by order of its Board of Directors, 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 17th day of February, 1987.

Peggie R. Strother
Notary Public

My commission expires: 1-21-91

STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate(s) of Peggie R. Strother
As Notary Public of Granville County,

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 263, Page 151.

This 17th day of February, A. D. 1987 at 10:30 o'clock A. M.

Recorded and verified: By John O. Mann
Asst. Register of Deeds
Register of Deeds

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