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BOOK 258 PAGE 935

NORTH CAROLINA

GRANVILLE COUNTY

PROTECTIVE COVENANTS, PRIVATE ROAD MAINTENANCE PROVISIONS AND RESERVATION OF EASEMENTS FOR BIG OAK FARMS SUBDIVISION

THIS DECLARATION of Protective Covenants, Private Road Maintenance Provisions and Reservation of Easements made this 9th day of April, 1986, by William Davis Munn and wife, Lucille H. Munn of Granville County, N.C., herein called Declarants;

W I T N E S S E T H:

THAT WHEREAS, the Declarants are the owners 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 themselves certain drainage easements and utility service easements in connection with the property.

NOW, THEREFORE, the Declarants 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. 1 through 49, inclusive, as shown on map of Big Oak Farms Subdivision made by B & B Consultants, Inc., and recorded in Plat Book 10, page 32, 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 Declarants reserve 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. Re-subdivision shall not apply to Lots 12 through 22.

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 when occupied.

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 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 on the property. 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. Declarants 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 January 1, 2006, after which time they

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Rec'd. from Cross, Attys. 6-20-86 (for Amendment of Protective Covenants, Plat Book 10, Pg. 32, Book 258, Pg. 935)

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 Declarants, 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 Declarants or the Big Oak Farms Property Owners Association.

PRIVATE ROAD MAINTENANCE PROVISIONS

The lots in Big Oak 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. There is hereby created a Big Oak 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 August, 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 3 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 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 bylaws for the association at the first annual meeting. Declarants 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 Declarants.

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 Declarants, 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 Declarants until such time as the lot debt to Declarants has been discharged or until the lot owner is notified by Declarants of a change in payment procedure. After the lot debt to Declarants has been satisfied, maintenance fees shall be paid directly to the association. All maintenance fees collected by Declarants 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 owned by the Declarants shall be expempt from payment of road maintenance charges.

RESERVATION OF UTILITY EASEMENTS

The Declarants hereby reserve 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.

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Declarants reserve 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 Declarants reserve 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.

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

William Davis Munn (SEAL)
William Davis Munn

Lucille H. Munn (SEAL)
Lucille H. Munn

NORTH CAROLINA

GRANVILLE COUNTY

I, a Notary Public in and for the State and County aforesaid do hereby certify that William Davis Munn and wife, Lucille H. Munn, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 13th day of June, 1986.

Kathy H. Cottrell
Notary Public

My commission expires: 1-12-89

STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate(s) of Kathy H. Cottrell Notary Public of Granville 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 258, Page 935

This 13th day of June, A. D., 1986 at 11:50 o'clock A. M.

Recorded and verified: By _____ Asst. Register of Deeds

$ 8.00 Rec. Fees $ _____ Stamps

Flora S. Mann
Register of Deeds

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