

UNOFFICIAL DOCUMENT

NORTH CAROLINA  
PERSON COUNTY

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by: AMANDA W. GARRETT  
REGISTER OF DEEDS  
BOOK 291 PAGE 132

**PROTECTIVE COVENANTS AND EASEMENTS  
FOR FOX MEADOWS SUBDIVISION**

THIS DECLARATION, made this 23 day of March, 1999, by  
Portia Lewis and husband, Jimmy Lewis, and Dantom, Inc. hereinafter  
called Declarants.

**WITNESSETH:**

WHEREAS, the Declarants are the owners of the real property  
described in Article 1 of this Declaration and are desirous of subjecting  
said real property to the protective covenants and easements hereinafter  
set forth, each and all of which is and are for the benefit of such property  
and for each owner thereof, and shall inure to the benefit of and pass  
and run with said property, and to each and every lot or parcel thereof,  
and shall apply and bind the successors in interest and any owner  
thereof.

NOW, THEREFORE, the Declarants hereby declare that the real  
property described in and referred in Article 1 hereof is and shall be held,  
transferred, sold and conveyed subject to the protective covenants and  
easements set forth below:

**ARTICLE I**

The real property which is and shall be held, transferred, sold and  
conveyed subject to the protective covenants and easements set forth in  
the Articles of this Declaration is located in the County of Person, State  
of North Carolina, Olive Hill Township and is more particularly described  
as follows:

Being a certain tract or parcel of land lying and being in the Olive  
Hill Township, Person County, State of North Carolina and being  
Bounded on the North by Tract I of the F.D. Long Estate; on the  
West by State Road 1310; on the South by Tract 3 of the F.D. Long  
Estate and Four Way Farm; and on the east by Four Way Farm,  
Containing 15.06 acres as shown on Plat of Survey of F.D. Long  
Estate recorded in the Person County Registry in Plat Cabinet 9,  
Hanger 80-10 to which plat reference is specifically made for a  
more adequate and perfect description of TRACT 2.

Being that portion of survey containing 19.34 acres lying in Olive  
Hill Township, Person County, State of North Carolina and being  
bounded by the North by Fox Hollow II Subdivision; on the East by  
Lillian W. Clark; On the South by Stephen Thomas White, on the  
West by Dantom, Inc.; being lots 1,2,3,4,5,6,7,8,9,10,11,12,  
surveyed by Jim Morrow for Dantom Subdivision recorded in the  
Person County Registry in Plat Cabinet 11, Hanger 58-G. Part of  
said tract conveyed to Dantom, Inc., at Deed Book 255 Page 47.

**ARTICLE II**

The real property described in Article I hereof is subjected to  
following covenants and easements.

1. All of the provisions, requirements and restrictions hereinafter Set forth shall be construed as covenants running with the land and binding upon the parties hereto and their respective heirs, successors and assigns; it being the purpose and intent hereof that such provisions, requirements and restrictions shall insure to the benefit and advantage of the owners of any lot or parcel of land in said subdivision, and that the same may be enforced and violations hereof restrained by any such owner or owners.
2. No failure or neglect on the part of any owner of the land embraced in said subdivision to demand or insist upon the observance of any such provisions, requirements or restrictions or to proceed for the restraint of violation thereof shall be deemed a waiver of any such violation or operate as an estoppel to restrain a continuance thereof. Nor shall a waiver of any such provisions, requirements or restrictions in any way be deemed a waiver of any other default, whether of the same or of a different nature.
3. The property is restricted to single-family residential use and agricultural purposes.
4. No lot shall be used as an entranceway to property not located in this subdivision.
5. No animals or fowl shall be kept or allowed to remain on any of said lots for commercial purposes, and no animals other than household pets shall be allowed to remain on any of the said lots for any purposes. No swine or other animals, which create an offensive odor, shall be permitted upon the premises at any time.
6. No inoperative, junked or discarded vehicles or other obnoxious, unsightly, or unhealthy materials such as discarded tires, appliances, or vehicles shall be allowed on said premises, and no obnoxious activities shall be carried on or allowed upon said premises.
7. No unlicensed vehicle shall be allowed to remain upon any lot for longer than thirty (30) days unless it is stored inside a building.
8. No property owner shall allow or permit any resident of his or her household to operate a motorized vehicle (including go-carts, motor bikes, golf carts, or tractors) who is not licensed to operate a motor vehicle on the public streets and highways of the State of North Carolina, on any of the private roads in this development.
9. None of the foregoing lots shall be used for any commercial purpose with the exception that any lot owner having a dwelling upon such lot may rent said dwelling to a one-family renter.
10. All driveways installed to reach said lots must use a pipe in sufficient size and length to meet the State standards then in effect, to the extent that any private road may become a public road if the property owners so desire.
11. All water wells and septic tanks must comply with the Department of Health requirements of Person County and the State of North Carolina.
12. That no sign or billboard shall be displayed on the property with the exception of signs "For Rent" or "For Sale", which sign

shall not exceed 2 x 3 feet in size, except for Fox Meadows entrance sign.

13. No basement, tent, camper, shack, garage, barn or other outbuilding erected on a lot shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted.

14. All residential structures located on the property, being modular and stick-built shall have a minimum of 1,500 square feet of heated floor space, exclusive of basements and garages. All structures located on the property shall have underpinning appropriate for the structure which shall be a part of the plans submitted to the Declarants for approval as set out in Paragraphs 16 and 17. Notwithstanding the provisions of this Article II, the discretion of the Declarant/Successors/Architectural Committee in allowing a variance with respect to the minimum dwelling square footage shall be limited to ten (10) per cent. All structures erected shall be of good standard quality workmanship and materials used therein shall be of standard and approved quality. All dwellings shall be served by private wells and individual septic tanks; the construction, operation, and maintenance of which shall be in full compliance with all applicable County and State building codes and health regulations. All trash receptacles shall be concealed from view of the development roads.

15. The Declarants reserve unto themselves and their assigns, the right to approve or disapprove all proposed exterior building plans for any house constructed on said property. A person, firm or partnership desiring to build on a lot shall submit in writing, to the Declarants or their assigns, a copy of the house plan proposed to be constructed on said property. If said house plan is not approved or rejected in written form the Declarants or their assigns within thirty (30) days of the receipt of said plan, said plans shall be deemed acceptable to the Declarants or their assigns.

16. Declarants reserve unto themselves and their assigns the right to approve or disapprove all proposed exterior building plans for any outbuildings or other structures located on the property which are not attached to the residence, prior to its construction. A person, firm or partnership desiring to build an outbuilding on a lot shall submit in writing to the Declarants or their assigns a drawing of the proposed building. If said drawing is not approved or rejected in written form by the Declarants or their assigns within thirty (30) days of the receipt of said drawing, said drawing shall be deemed acceptable to the Declarants.

17. No used materials may be used on the outside of any structure built on this property.

18. Any receiver or transmitter dish designed for television, radio or other communication equipment shall be located behind the residential structure at a place so that it is screened from the view of any person traveling on any street within the subdivision. Such site selection must be submitted to the Declarants for approval prior to installation. If a site selection is not approved or rejected by the Declarants or their assigns within thirty (30) days of the receipt of the proposed site location, said site location shall be deemed acceptable.

19. That the fact that the plat of property of the Declarants as shown to the Purchaser shall not preclude the Declarants from changing the boundaries of parcels of land, from closing or making changes in any street where such closing or change does not close or change said street immediately abutting on the property of the purchaser.

20. No owner of the lot shall clear-cut their lot or substantially clear their lot of trees without the prior approval of the Declarants or their assigns.

21. No singlewide mobile homes shall be erected or placed on any lot covered by these covenants.

22. No doublewide mobile homes shall be erected or placed on any lot covered by these covenants.

23. Any deck built on any lot or attached to any dwelling on any lot shall be constructed of pressure treated lumber or masonry.

24. Home located on lot #7 was built prior to restrictive covenants and will comply with building restrictions if property is ever destroyed or displaced. All restrictions without respect to dwelling shall remain in effect.

### ARTICLE III

If any lot owner shall violate or attempt to violate the covenants herein contained during the term set out herein or any extensions thereof, it shall be lawful for any other person or persons owning any other lots in said subdivision to prosecute and bring any proceedings in law or equity against the violators, to prevent them from so doing said act, to remove said offending violation or to recover damages for such violations. Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

#### PRIVATE ROADS:

The 50-foot wide private road shown and depicted on the plat of this subdivision shall be a "Class A" private street, but shall be dedicated for the use of the owners of all of the lots designated herein. There is hereby created the Property Owners' Association for the purpose of establishing rules and regulations governing the speed limits, and for the maintenance of and the upkeep of these streets. The owners of each lot 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 such Association to be held on the second Monday of January of each year commencing with the year 2000. At the annual meeting, there shall be elected board of directors for one (1) year consisting of not less than two (2) or more than seven (7) members, and the members so elected shall be responsible for contracting and providing for the street regulations and maintenance of the private streets. The costs of any repairs and maintenance contracted by the board of directors of the Association shall be assessed equally to all of the lots. In the event a lot owner fails or refuses to pay his proportionate part of the street maintenance within ninety (90) days, said proportionate amount shall be considered a lien on that lot and the Association may enforce such payment through civil action to be instituted for such purpose in the General Court of Justice of Person County, North Carolina. The street maintenance assessment

may not exceed Two Hundred Dollars (\$200.00) per year per lot without two-thirds (66 2/3) vote of the entire Association. The Declarants, their heirs and assigns reserve the right to grant a general road easement to the North Carolina Department of Transportation or other governmental authority if they ever desire to include these road in the public road system of the State of North Carolina.

**UTILITY EASEMENTS:**

There shall be an easement reserved for the use of all utilities, public and private, to provide service to said subdivision fifteen (15) feet wide on both sides of the road as shown on said plats. The Declarants reserve the right to execute easements to utility companies requesting the same.

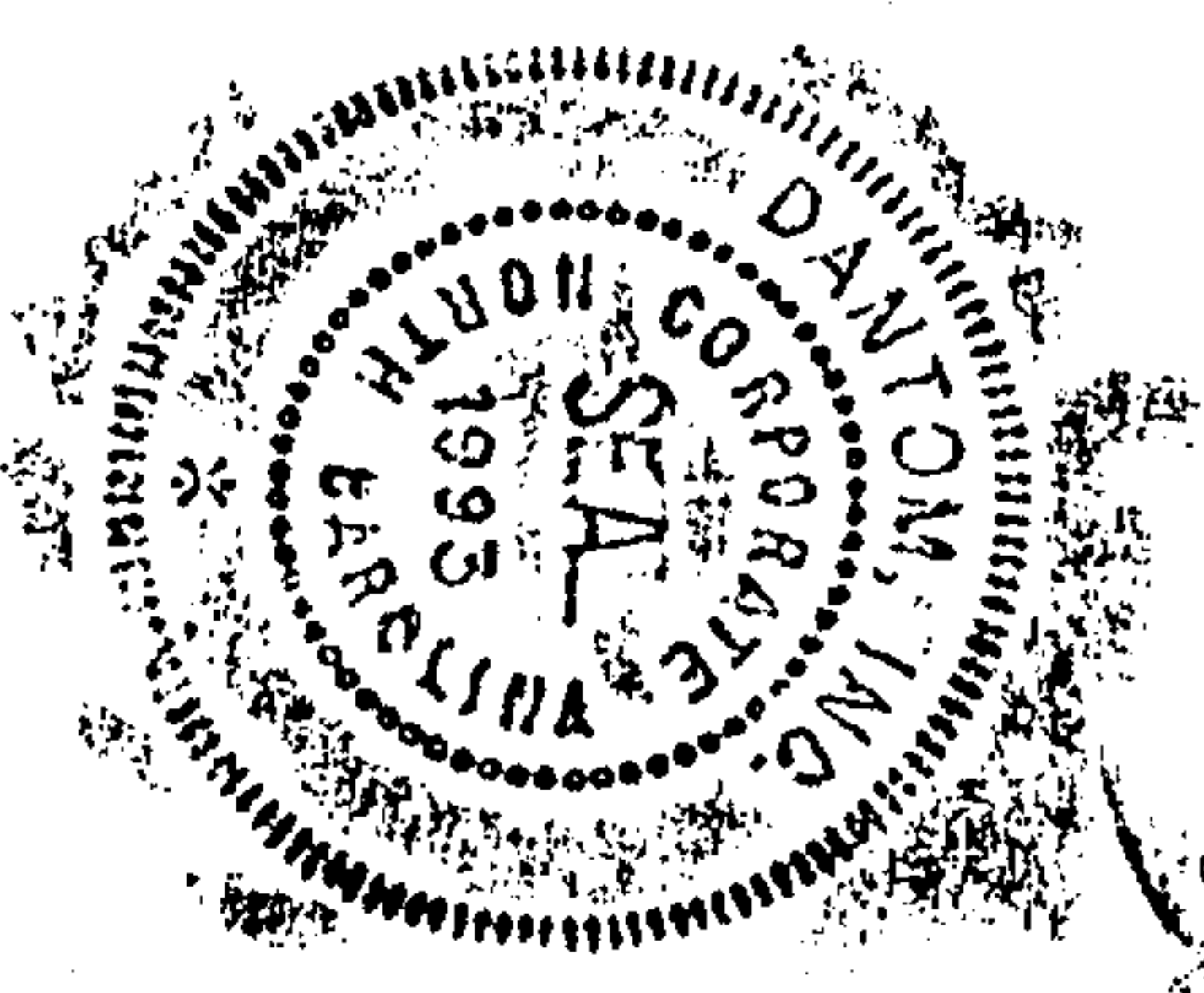
The protective covenants herein contained shall remain in force and effect and be binding upon the parties until the year 2005 at which time they shall be extended automatically for five (5) years. Thereafter, they shall be extended automatically for successive periods of five (5) years unless by a vote of a majority of the lot owners in said subdivision with each number lot being granted one vote, it is agreed to change, modify or abolish said covenants.

Witness our signatures this 23rd day of MARCH, 1999.

Portia D. Lewis  
Portia Lewis

Jimmy Lewis  
Jimmy Lewis

Thomas D. Winstead  
Dantom, Inc.  
Thomas D Winstead, President



Attest: Lewis Daniel Winstead, III  
Lewis Daniel Winstead, III, Secretary

**NORTH CAROLINA  
PERSON COUNTY**

I, Dorene M. Robertson a Notary Public of the aforesaid State and County, do hereby certify that Portia Lewis did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 23rd day of MARCH, 1999.

Dorene M. Robertson  
Notary Public



My Commission Expires:  
My Commission Expires 6/16/2001

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NORTH CAROLINA  
PERSON COUNTY

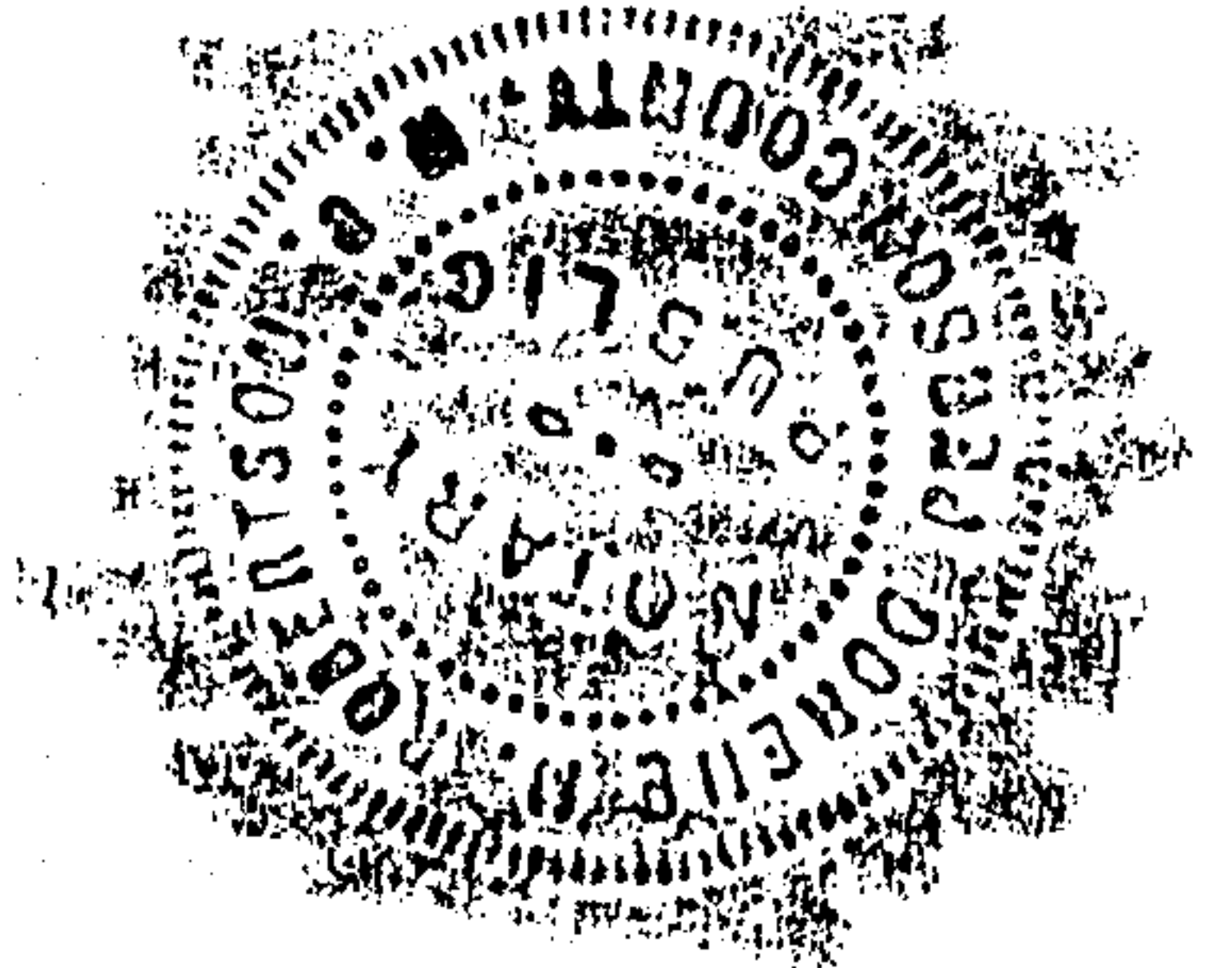
I, DORENE M. ROBERTSON a Notary Public of the aforesaid State and County do hereby certify that Jimmy Lewis did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 23<sup>rd</sup> day of MARCH 1999.

Dorene M. Robertson  
Notary Public

My Commission Expires:

My Commission Expires 6/16/2001



NORTH CAROLINA  
PERSON COUNTY

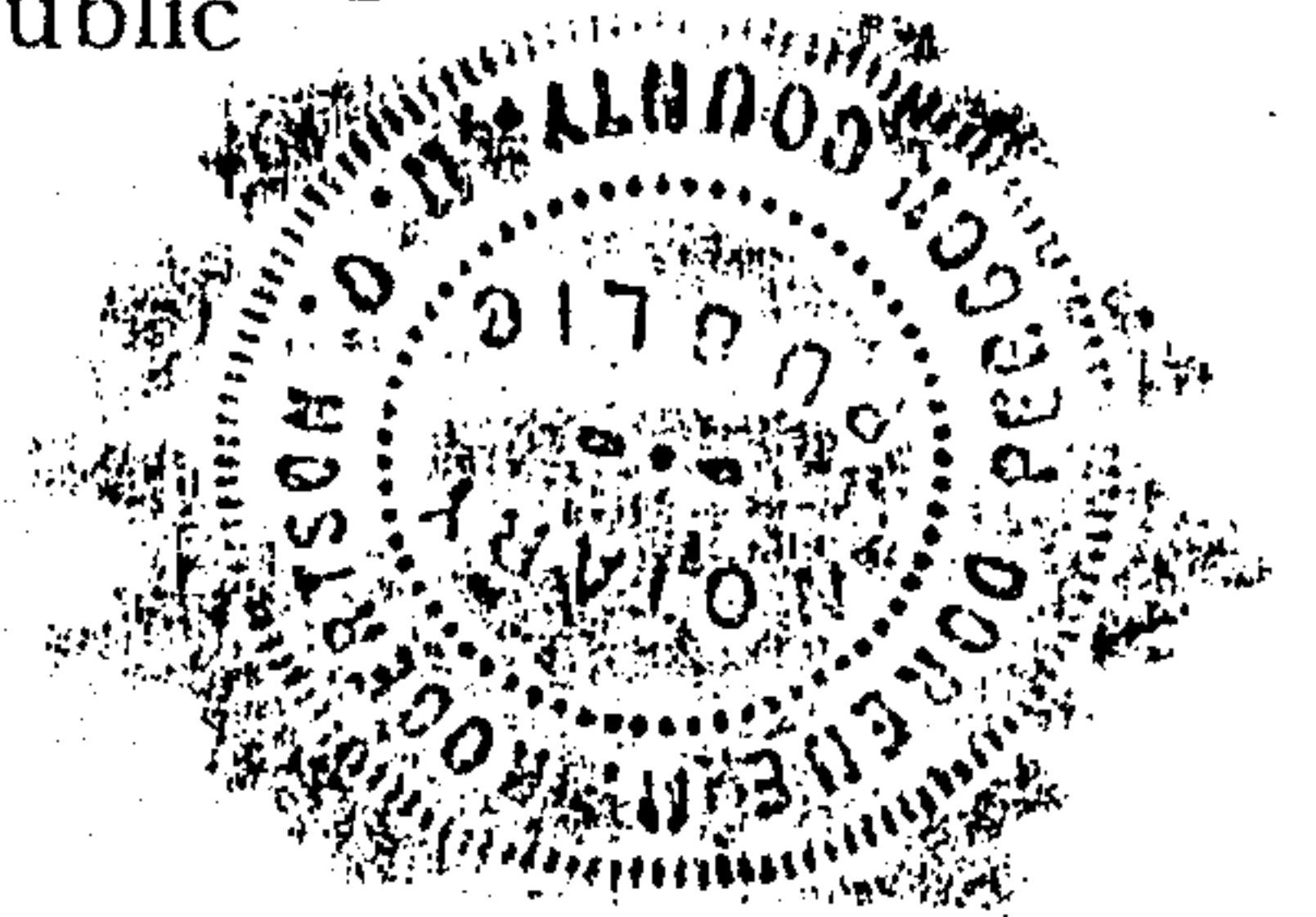
I, DORENE M. ROBERTSON a Notary Public of the aforesaid State and County do hereby certify that Lewis Daniel Winstead III personally appeared before me this day and acknowledged that he is the Secretary of Dantom, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President sealed with its corporate seal and attested by Lewis Daniel Winstead, III, its Secretary.

Witness my hand and official seal, this the 23<sup>rd</sup> day of MARCH 1999.

Dorene M. Robertson  
Notary Public

My Commission Expires:

My Commission Expires 6/16/2001



NORTH CAROLINA  
PERSON COUNTY

The foregoing certificate of Dorene M. Robertson (3) Person Co., NC Notary Public is certified to be correct.

This the 1st day of April, 1999. At 4:13:53 O'clock P m. in Deed Book 291 Page 132.

Amanda W. Garrett

Amanda W. Garrett  
Register of Deeds  
Person County

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