

*See Amendment to Restrictive Covenant,
see Bk. 573, P. 480.*

mailed 7-6-89
571 PAGE **642**
BOOK

PREPARED BY AND RETURN TO EDITH R. SALMONY, ATTORNEY AT LAW
109 Conner Dr., Suite 208, Chapel Hill, NC 27514

NORTH CAROLINA

GRANVILLE COUNTY

RESTRICTIVE COVENANTS

A R T I C L E O N E

KNOW ALL MEN BY THESE PRESENTS that Tar River Farms, Inc., owner of the following described tract or parcel of land, does hereby covenant and agree with all persons, firms, and corporations which may hereafter purchase, acquire, or lease any lot or parcel of land included in the property hereinafter described, that the following restrictive covenants shall be applicable to said property during the term hereinafter set forth:

That certain tract or parcel of land situated of S.R. 1635 in Tally Ho Township, Granville County, North Carolina, and particularly described as follows: Known and designated as TAR RIVER FARMS, a map of which subdivision is of record in Plat Book _____, Page _____, Granville County Registry.

A R T I C L E T W O

PURPOSES. The restrictions and covenants contained herein are for the purpose of developing a community for safe, healthful and harmonious living in keeping with the uniform plan of development, and are in the interests of public health, conservation and sanitation, to the end that the property described in Article One above and other land in the same locality may be benefited by a decrease of the hazards of pollution and environmental degradation, by the protection of water supplies, wildlife, natural foliage, and the stability and diversity of natural ecosystems.

A R T I C L E T H R E E

GENERAL RESTRICTIONS.

- 1) Easement. Every lot, as shown on the aforesaid plat, shall be subject to an easement for access, ingress and egress in favor of owners of property in Tar River Farms and in favor of their invitees,

as the same access is shown as Tar River Lane, High Ridge Court, and River View Circle on the Plat.

Every lot shall also be subject to an easement of entry for the purposes of installing or maintaining any utility so required for the benefit of the subdivision running ten (10) feet wide adjacent to the aforementioned Private Roads.

2) Assessments. Every lot within Tar River Farms shall be subject to assessment from time to time for maintenance of the Private Roads as shown on the Plat. Each lot purchaser shall contribute the sum of twenty-five (\$25.00) dollars to a fund to be known as Tar River Farms Maintenance Fund upon the purchase of any lot, and shall contribute a like sum annually to be used for road maintenance expenses. The annual road maintenance assessment may be increased at any time by majority vote, as hereinafter defined, but the annual assessment may be waived only by unanimous vote of the lot owners of Tar River Farms. The purchasers of each lot shall be responsible for an equal share of any cost of road maintenance which exceeds the funds held in the Road Maintenance Fund, provided that these funds may be used only for road maintenance expenses approved by majority vote, as hereinafter defined.

The Tar River Farms Road Maintenance Fund shall be owned jointly by all the lot owners of Tar River Farms and shall be used only for road maintenance expenses and shall not be subject to partition by any individual lot owner. There shall be created, for the purpose of holding and administering such funds, the Tar River Farms Homeowners' Association, which shall have the power to file with the Register of Deeds of Granville County a Notice of Assessment Lien against any lot for which the annual maintenance assessment has not been paid by February 1st of any year, and such lien shall continue until the assessment is paid. Such lien shall be subordinate, however, to any duly recorded first Deed of Trust. The Tar River Farms Homeowners' Association shall be comprised of all lot purchasers in Tar River Farms, and shall be charged with the responsibility of maintaining the private roads shown on the plat and any other private roads constructed by it for the common benefit of all lot owners. All decisions shall be made by majority vote (except that a two-thirds

BOOK 571 PAGE 644

majority shall be necessary for the levy of assessments or expenditure of money) at a meeting of the lot owners held after reasonable notice to all such lot owners. The owners of each lot shall have one vote in the proceedings of the Association. The Association shall organize, elect officers, and operate freely within the restrictions herein contained.

3) Structures. No modular or mobile homes or temporary structures of any kind shall be permitted to be constructed or maintained for any period within Tar River Farms.

4) Damage. Any damage caused by driveway connections to the Private Roads shown on the Plat, or to the ditches or shoulders of the roads or to the flow of drainage water along the said roads, shall be repaired at the expense of the owners connecting such driveways.

5) Trash Removal. The owner of each lot shall be responsible for the disposal of trash and garbage outside the premises of Tar River Farms. All garbage containers shall be screened from public view, and not generally visible from the roads. No trash, garbage, unused appliances, abandoned property or junk may be maintained or disposed of on any lot.

6) Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within an outbuilding or buried underground.

7) Uses. No lot shall be used for other than single family residential purposes.

No dwelling structure of one story having less than 1,200 square feet and no two story dwelling structure having less than 1000 square feet on the first floor and 350 square feet on the second floor of heated living space shall be permitted to be constructed within Tar River Farms.

No cement, solite, concrete block or similar block shall be used in any exposed exterior wall in any structure in this tract; only brick, brick veneer, brick and frame, or frame being permitted other than for the foundation of a structure. No metal buildings may be constructed for residential purposes on any lot in Tar River Farms.

No structure, whether residential or otherwise, may be built closer than sixty (60) feet from the roads shown on said Plat, or

closer than twenty-five (25) feet from the rear of said structure to the nearest lot line, or closer than twenty-five (25) feet from any side of said structure to the nearest lot line. For corner lots, the front property setback line shall apply only to the road side of the lot that the house faces. Additionally, the corner lots shall have a forty (40) foot set back from the road that the house does not face.

No residence, building, barn, garage, or other structure within Tar River Farms may be used for the purpose of any trade, business or manufacturing except as provided in section 10)a of this Article. Only one dwelling structure shall be permitted on each lot. Provided, however, that this restriction shall not be construed to prevent the construction of a guest or servants house for the use of the owner's family, his friends, and his employees who are employed full-time on the premises. No hunting shall be allowed in Tar River Farms. No commercial sale or wholesale cutting of trees shall be allowed in Tar River Farms.

8) Fencing. All Fencing constructed and placed upon a lot by the Declarant or owner thereof shall be kept and maintained by the owners of said lot in a reasonable state of repair. In the event fencing constructed and placed upon a lot by the Declarant is located upon a property line between two lots, said fencing shall be kept and maintained jointly by the owners of said adjoining lots in a reasonable state of repair. All costs with respect to the maintenance and upkeep of said fence shall be borne by the lot owners. No barbed wire fencing shall be permitted on any lot except such barbed wire fencing located and existing thereon at the time the lot is purchased from the Declarant; provided in no event shall any barbed wire fencing be placed upon or permitted to remain on any lot along a property line that adjoins another lot in this Subdivision. All boundary fencing shall be constructed of woven wire or wood, and all fencing located within the boundary fencing shall be woven wire, wood or electric fencing. In the event the boundary fencing is constructed of woven wire fencing material, said fence wire shall be at least 48 inches high with one board on top and with posts at least every 8 feet. In the event the boundary fencing is constructed of wood (rail or board), said fencing shall have at least three rails or boards and posts every

BOOK 571 PAGE 646

eight feet.

Temporary fencing shall be allowed in the first year from the date the owner thereof first pastures animals. In the absence of a residence, temporary fencing shall be allowed and permitted for only six months from the date the owner thereof first pastures animals. Temporary electric fencing consisting of 17 gauge wire or greater 48 inches high to the top wire shall be permitted provided said fencing contains at least three strands of wire and posts every 20 feet. All gates attached to, or made a part of, the wood fencing which the Declarant placed upon the lots prior to sale thereof shall be of a construction and materials similar and consistent with the fencing.

9) Crops. An owner of a lot may plant, cultivate and harvest crops upon said lot; provided, (1) said crops are planted and cultivated solely for use and consumption by the owner of said lot, his family, guests and invitees or by animals kept and maintained on said lot by the owner thereof, and (2) the total combined area upon which said crops are planted and grown shall not exceed a total of one acre. In no event shall the following crops be planted or cultivated on any lot:

- a. Tobacco; or
- b. Crops, plants or foliage - the planting, cultivation, possession or consumption of which is illegal.

10) Permitted Animals (Grazing Stock). Grazing stock may be kept and maintained on a lot; provided, (1) the total number of all grazing stock kept and maintained on any individual lot shall not exceed 10 and (2) said grazing stock is kept properly fenced, contained and cared for. In order to determine the number of grazing stock kept and maintained on a lot at a given time, only those animals being more than six months old shall be considered. All such animals being less than six months old shall be considered as a part of and one and the same as its mother until said animal is greater than six months old.

- a. Horses - Horses may be kept and maintained on a lot; provided, (1) in no event shall the number of non-stabled horses exceed one horse per permanent pasture acre, and (2) in no event shall the number of stabled horses exceed ten on any individual lot. Horses owned by persons or entities other than the owner of a lot may be kept and

maintained on a lot so long as the number of said horses, when added to the number of horses owned by the owner of said lot, shall not exceed the maximum permissible limitations contained herein. The the event stabled horses are kept and maintained on a lot, a paddock/exercise area must be provided and maintained in order to provide a reasonable exercise area for the stabled horses.

b. Cows - Cows may be kept and maintained on a lot; provided, (1) in no event shall the number of non-stabled cows exceed one cow per one and one-half permanent pasture acres, and (2) in no event shall more than two cows be kept and maintained in, or primarily in, a barn, outbuilding or other sheltered area, and (3) in no event shall dairy cows be kept and maintained on a lot for milk production except for sole personal use and consumption by the owner thereof and his family.

c. Sheep and Goats - Sheep and goats may be kept and maintained on a lot; provided, (1) in no event shall the total number of non-stabled sheep and goats exceed three animals per permanent pasture acre, and (2) in no event shall sheep and goats be kept in, or primarily in, a barn, outbuilding or other sheltered area.

11) Permitted Animals (Fowls). Fowl may be kept and maintained on a lot; provided, (1) the total number of all fowl shall not exceed ten, (2) the fowl shall be kept solely for personal use and consumption; not for business or commercial purposes, and (3) all fowl, except peacocks, ducks and geese, shall be kept in a pen or other containment area. Such pens or containment areas shall be within an outbuilding and not visible from adjoining lots.

12) Pets. Dogs, cats and other household pets may be kept and maintained upon a lot; provided, (1) said pets are not kept and maintained for business or commercial purposes, (2) said pets are kept under proper supervision and control so as to not cause or create a nuisance or menace to owners and occupants of other lots, and (3) said pets are kept in conformity with the requirements of the Granville County Regulations concerning household pets.

13) Subdivision. No lot within Tar River Farms shall be further subdivided. Nothing herein shall prevent the sale or exchange or small parts of adjoining lots by adjoining lot owners for the purpose of obtaining more desirable building sites or other use of the

BOOK 571 PAGE 648

property so long as the exchange does not result in any one lot of less than one (1) acre.

14) Enforcement. These restrictions shall operate as covenants running with the land for the benefit of any and all persons who may now own, or who may hereafter own, any part or parcel of property in Tar River Farms, and all such persons are specifically given the right to enforce these Restrictions against any person or persons violating or threatening to violate these Restrictions, and any such person shall also be entitled to recover from the offender any damages suffered from violations of these Restrictions. It is specifically provided that any owner of property within Tar River Farms who shall violate any of these Restrictions shall forfeit and pay over to those persons seeking enforcement of these Restrictions, the minimum sum of two hundred fifty (\$250.00) dollars, provided that this forfeiture shall in no way limit the amount of damages any lot owner may recover in excess of two hundred fifty (\$250.00) dollars which he may show that he has sustained from the breach of these Restrictions.

Any controversy hereafter arising between owners with respect to matters contained herein shall be settled by binding arbitration in accordance with the procedures set forth in Article 45A of Chapter 1 of the General Statutes of North Carolina.

15) Sewerage Disposal. Sewerage disposal shall be by septic tank, until such time as town or city or sanitary district sewer may be available and shall meet the Requirements of the N.C. State Board of Health. Any septic tank outfall shall be wholly within the property of each lot owner, unless written consent from the adjoining property owner is obtained and recorded.

All water and sewage systems shall be in conformity with the requirements of Granville County Health Department and shall be inspected and approved by the same.

16) Plans. No trees shall be cut or dwelling (or other structure permitted by these restrictions) shall be erected, altered, or placed on the property herein conveyed until the plans and specifications for such have been submitted to and approved in writing by Tar River Farms, Inc. Such approval shall not be unreasonably withheld and is for the purpose of maintaining architectural

continuity in the interest of the orderly development of the property of the Grantor.

The location of the residence (together with any other building or alteration permitted by these restrictions) to be erected on the above described land is to be first approved by Tar River Farms, Inc.

17) Drive Ways. Each owner shall install a drainage pipe of 15 inches or larger if the situation so demands under any driveway built off of the aforementioned Private Roads.

18) Signs. No signs or billboards of any description shall be displayed on the property, with the exception of signs "For Rent" and "For Sale," which signs shall not exceed 9 square feet in size.

19) Extension of Agreement. These restrictions or any changes therein shall inure for the benefit of and run with the land and shall be binding on all parties or persons claiming under the said Owner, until January 1, 2008, at which time the said restrictions shall terminate; however, the restrictions herein contained may be extended in whole or in part for any definite additional period of time by a written declaration of the owners of two-thirds of the lots within this area provided such declaration is recorded in the office of the Register of Deeds of Granville County, North Carolina, six (6) months prior to January 1, 2009, and provided further that any of the restrictions herein contained may at any time be changed by mutual consent in writing of (a) the owners of all the lots adjoining upon which such restrictions are to be changed, and (b) the owners of two-thirds of all the lots within the area covered by these restrictions.

A R T I C L E F O U R

SEVERABILITY

The invalidation of any portion of these Restrictions and Covenants by judgment or court order shall in no way affect any of the other provisions contained herein, and those other provisions shall be severable from the invalidated portion and shall remain in full force and effect, the judgment or court order to the contrary notwithstanding.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its

BOOK 571 PAGE 650

corporate name by its duly authorized officers and its seal to hereunto affixed by authority of its Board of Directors, the day and year first above written.

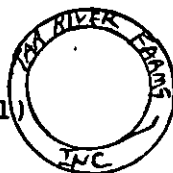
TAR RIVER FARMS

Corporate Name

By: Robert A. Johnson
President

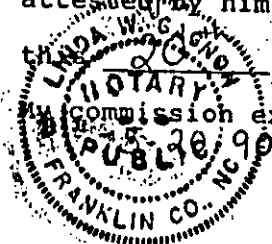
Attest:

Steven E. Salmony
Secretary (Corporate Seal)



NORTH CAROLINA, ORANGE County.

I, a Notary Public of the County and state aforesaid, certify that Steven E. Salmony, personally came before me this day and acknowledged that he is the Secretary of Tar River Farms, 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 Robert A. Johnson, sealed with its corporate seal and attested by him as its Secretary. Witness my hand and official seal,



day of June, 19 89.
My commission expires: Linda W. Gagnon Notary Public

STATE OF NORTH CAROLINA, GRANVILLE COUNTY,

The foregoing certificate of Linda W. Gagnon, a Notary Public of Franklin Co., N.C.

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 571, Page 642

This 30th day of June, A. D. 19 89 at 8:40 o'clock A. M.
Recorded and verified: By J. J. M. M. M.
\$ 22.00 Rec. Fees \$ Asst. Register of Deeds
Stamps