

Prepared By: WHITE & DALTON  
William R. White

RESIDENTIAL AREA COVENANTS  
FOR  
FOX CROSSING

These Restrictive Covenants apply to FOX CROSSING, said Subdivision being located on a part of that property more fully described in that certain Deed found in Deed Book 284, at Page 125, in the Transylvania County Registry; that the Restrictive Covenants hereinafter set forth apply to lots subdivided and platted with said plat being filed at Slide File 3 at Slide 1 in the Transylvania County Registry or shall apply to lots in said Subdivision described in deeds wherein these Restrictive Covenants are incorporated by reference; that the Restrictive Covenants are as follows:

A-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any other other than one detached, single-family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than two cars. However, it is specifically understood and agreed that there may be constructed, on any lot having an area of two acres or more, a guest house, in addition to the private dwelling, which shall be subject to the provisions of B-1 et seq., entitled "Architectural Control Committee."

A-2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval procedure shall be as provided in part B-2 hereof.

A-3. DWELLING, QUALITY AND SIZE. No dwelling shall be permitted on any lot in Section A of said subdivision unless the same shall meet the following minimum standards; the ground floor of the main structure shall be, not less than fifteen hundred (1500) square feet for one story dwellings and not less than twelve hundred (1200) square feet for a structure of more than one story.

A-4. BUILDING LOCATION. No building shall be located on any lot except as such location may be determined by the Architectural Control Committee. In any event, no building shall be located on any lot nearer than thirty (30) feet to the front lot line on all streets. No building shall be located on any interior lot line nearer than twenty (20) feet to the rear lot line, or fifteen (15) feet to the side lot line.

A-5. LOT WIDTH AND AREA. No dwelling shall be erected or placed on any lot having an area of less than twenty thousand (20,000) square feet.

A-6. EASEMENTS. Easements for installation and maintenance of the utilities and drainage facilities are reserved within the road rights of way as shown on the recorded plat. In addition, the developers further reserve Drainage Easements in A-13 of these Restrictions. Lot owners shall have the right of ingress or egress over said area without the written approval of the developers, their successors and assigns. Further Drainage easements are noted on the Subdivision plat.

A-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

A-8. TEMPORARY STRUCTURES. No structure of a temporary character such as a trailer, mobile home, basement, tent, shack, garage or other out-building shall be used on any lot at any time as a residence, either temporary or permanent.

49542

lot. The initial minimum maintenance fee per lot shall be one hundred twenty dollars (\$120.00) payable annually.

C-2. That any amounts for maintenance owed by a lot owner remaining unpaid for a period of sixty (60) days shall be, and constitute, a lien against the lot owned by the lot owner, inuring to the benefit of the developer or to the committee or association of property owners as provided in C-3 below.

C-3. That in the event seventy percent (70%) of all lots are sold and the state has not taken over maintenance as contemplated in C-1, then the developer shall call a meeting of the owners and a majority of those in attendance shall elect a committee of three (3) lot owners who shall be in charge of the maintenance of said roads and streets in place of the developer.

GENERAL PROVISIONS

D-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

IN TESTIMONY WHEREOF, the Developer has hereunto set its hand and seal this the 20th day of May, 1986.

Notary seal for M. R. M. M. C. with signature of Margaret I. Meany, Secretary.

LINE RUNNER RIDGE ASSOCIATES, II  
MRM, INC., General Partner

By: Mike R. Meany  
Mike R. Meany

ATTEST:

Paulette Owen  
Ass't Secretary

WIDGIE LIMITED, General Partner

By: William R. White  
William R. White, President

Notary seal for STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA.

STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, a Notary Public of the County and State aforesaid certify that PAULETTE OWEN, personally came before me this day and acknowledged that she is Assistant Secretary of WIDGIE, LIMITED, a North Carolina corporation, and General Partner of Line Runner Ridge Associates, II (See Certificate of Assumed Name at Partnership Agreement Book 3 at Page 313 in the Transylvania County Registry) and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by its President, sealed with its corporate seal and attested by her as its Assistant Secretary.

WITNESS my hand and notarial seal this the 20th day of May, 1986.  
My Commission Expires: 7/29/87  
Sammy L. Brown  
Notary Public

STATE OF NORTH CAROLINA  
COUNTY OF TRANSYLVANIA

I, a Notary Public of the County and State aforesaid certify that MARGARET I. MEANY, personally came before me this day and acknowledged that she is Secretary of MRM, Inc., a North Carolina corporation and General Partner of Line Runner Ridge Associates, II (See Certificate of Assumed Name at Partnership Agreement Book 3 at Page 313 in the Transylvania County Registry) and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by its President, sealed with its corporate seal and attested by her as its Secretary.

WITNESS my hand and notarial seal this the 20th day of May, 1986.  
My Commission Expires: 7/29/87  
Sammy L. Brown  
Notary Public

STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA

The foregoing certificate of Sammy L. Brown

Notar(y) Public is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 285, Page 69. This 20 day of May, 1986, at 4:00 o'clock P.M.

Frederic H. Israel  
Notary Public