

FILED
PERSON COUNTY NC
07/17/97 10:31 AM
AMANDA W. GARRETT
Registrar of Deeds

NORTH CAROLINA
PERSON COUNTY

PRIVATE ROAD MAINTENANCE DECLARATION

THIS DECLARATION, made this the 16th day of July, 1997 by Cedar Creek Land Co., L.L.C., A Virginia Limited Liability Company, (hereinafter called "Developer");

THAT WHEREAS, the Developer owns all of that certain real property known and designated as Moss Creek Subdivision, as deeded in Book 266, Page 864, Person County Registry, as described in Plat Cabinet 5, Page 462 and 462A, Person County Registry; and

THAT WHEREAS, the property has now been and continues to be subdivided into lots served by two (2) roads, to wit: Moss Creek Drive and Green Meadow Lane; and

THAT WHEREAS, the plats for said Moss Creek Subdivision will be recorded in different phases and these Declarations shall apply to all lots in said subdivision, whether currently existing or platted in the future; and

THAT WHEREAS, Developer will cause to be organized an Owners' Association to be known as Moss Creek Association, (Owners' Association") with the lot owners getting one vote per lot owned, in which all lot owners will be members, and which association will be responsible for all upkeep, maintenance and repair hereunder; and

THAT WHEREAS, the roads in Moss Creek Subdivision, to wit, Moss Creek Drive and Green Meadow Lane are private roads and are not constructed to standards established by the North Carolina Department of Transportation to permit inclusion in the State Highway System for maintenance;

NOW THEREFORE, the said lots shall be subject to the terms of this Declaration concerning the use and maintenance thereof, as follows:

1. The Owners of every lot in every phase in the Moss Creek Subdivision, shall each contribute \$100.00 per year per lot to the maintenance of said private roads known as Moss Creek Drive and Green Meadow Lane as may from time to time be shown on surveys of Moss Creek Subdivision. This requirement shall not apply to Developer, and Developer shall not pay any annual fees for lots owned by it.
2. All maintenance and upkeep, including snow removal, will be done on the basis of competitive bids and only on demand of one

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This Instrument is prepared by
N. KYLE HICKS, Attorney-at-Law

or more of the lot owners served by said private roads. No work will be undertaken where the projected cost will exceed \$500.00, until the consent of seventy-five percent (75%) of the lot owners subject to these provisions is obtained.

3. The upkeep, repair and maintenance will be limited to that required by virtue of erosion and ordinary wear to the road surfaces and to assure compliance with Person County's Private Road Standards, Class A Road. Any upkeep, repairs or maintenance in excess of that necessary to comply with Person County's Private Road Standards, Class A Road, shall require approval of 100% of the lot owners.

4. Each lot owner agrees to attend a meeting of all property owners (to be announced at a later date and with at least one (1) month's notice), at which time an individual or individuals will be elected by said property owners to handle the details of this agreement.

5. The Owner's Association shall be vested with such powers as allowed by law to perform any required upkeep, maintenance and repairs hereunder, and to enforce the collection of road maintenance dues from the lot owners as set out herein.

6. The \$100.00 annual fee shall be due and payable in advance each year with the first year's payment due at closing, and subsequent payments due on the anniversary date of closing each year. Any assessment not paid within 60 days shall become a lien against the affected lot and may be enforced by a collection action, or otherwise as allowed by law. The money will be held in an escrow account by Developer, and used for repairs as set out herein, and transferred to the Owners Association once such is in place.

7. If it is decided by the Owners Association that the stated amount is either to be increased or decreased, it shall be by approval of seventy-five percent (75%) of the lot owners who are subject to these provisions.

8. Each individual lot owner shall be responsible for repair of any damages to said roads in the subdivision, resulting from the willful or negligent acts of himself, or his agents, servants, or employees. Said lot owner agrees to perform any such repairs at his own expense within a reasonable time, but not in excess of 30 days after written notice of such damages shall have been sent to him from Developer or the Owners' Association.

9. All lot owners shall install driveways and drainage pipes according to N.C.D.O.T. specifications or Person County Private Road Standards, as may be applicable.

10. When and if any tract is further subdivided, then each part of the parent tract will be required to become a member of the Association at the current assessment rate, and shall be treated as separate and distinct lot.

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11. Any lot owner can bring an action in Person County Superior Court to enforce the provisions of this Private Road Maintenance Declaration.

12. This agreement contains the entire understanding of the parties and may only be modified in writing as agreed upon by all lot owners, and will be binding upon the successors and assigns of Developer and all future lot owners.

IN TESTIMONY WHEREOF, the Declarant, has caused this instrument to be signed by its Manager and seal to be hereto affixed this the day and year first above written.

Book
0268
Page
0321

CEDAR CREEK LAND CO., L.L.C., A Virginia Limited Liability Company, Developer

By: Charles M. Bullock (SEAL)
Charles M. Bullock, a Manager

STATE OF Virginia

COUNTY OF Campbell

I, Anna L. Hamilton, a Notary Public of the county and state aforesaid, do hereby certify that on this day personally appeared before me Charles M. Bullock, a Manager of Cedar Creek Land Co., L.L.C., a Virginia Limited Liability Company, and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and notarial seal, this the 16th day of July, 1997.

Anna L. Hamilton
Notary Public

My Commission Expires:

October 31, 1999



NORTH CAROLINA
PERSON COUNTY

The foregoing certificate(s) of Anna L. Hamilton (State of Virginia), a Notary(ies) Public of the governmental unit designated is certified to be correct. This instrument was presented for registration and recorded in this office at Book 268, Page 319. This 17th day of July, 19 97 at 10:31 o'clock A m.

Amanda W. Garrett
AMANDA W. GARRETT, REGISTER OF DEEDS IN PERSON COUNTY

FILED
PERSON COUNTY, NC
07/17/97 10:32 AM
AMANDA W. GARRETT
Register Of Deeds

NORTH CAROLINA
PERSON COUNTY

RESTRICTIVE COVENANTS
Moss Creek

KNOW ALL MEN BY THESE PRESENTS, that on the 8th day of July, 1997, Cedar Creek Land Co., L.L.C., a Virginia Limited Liability Company, owners of tracts in Moss Creek Subdivision and more particularly described in deed in Book 266, Page 864, Person County Registry, as described in Plat Cabinet 5, Page 462 and 462A, Person County Registry, do hereby covenant and hereby agree with all persons, firms or corporations which may hereafter purchase, acquire or lease any of the said lots or parcels of land set out hereinabove, that the following restrictive covenants shall be applicable to said property during the term hereinafter set forth:

This Instrument is prepared by
N. KYLE HICKS, Attorney-at-Law

1. The property subject to these restrictions includes all of the lots in all of the phases, whether now recorded or hereinafter recorded, in the Moss Creek Subdivision as deeded to Cedar Creek Land Co., L.L.C., in Book 266, Page 864, as described in Plat Cabinet 5, Page 462 and 462A, Person County Registry.

2. Each lot shall be used for single family residential use only, and thereby only one (1) dwelling shall be allowed on each lot.

3. No single wide mobile homes shall be allowed except on Tracts 6-24, in Phase I.

4. No swine or kennels shall be allowed on any lot. This shall not prevent the keeping of normal household pets under normal residential conditions.

5. Non-commercial livestock and poultry shall only be allowed on tracts of 3 acres or more, and only to such an extent as not to

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become a nuisance to neighboring land owners.

6. There shall be no vehicular parking allowed along the road right-of-ways. This restriction includes, but is not limited to, automobiles, boats and utility trailers.

7. All waste and household trash and garbage shall be disposed of in a manner approved by the Person County Health Department.

8. All homes, manufactured or otherwise, shall be no more than 7 years old at the time of installation. This requirement may be waived by Cedar Creek Land Co., L.L.C., if it is determined that such home is sufficiently compatible in design and appearance with other housing in the subdivision.

9. There shall not be located on any lot more than one (1) unlicensed vehicle. No commercial automotive repair shall be allowed on any lot.

10. All driveway connections shall meet the N. C. Department of Transportation guidelines using culverts (driveway pipes where needed, composed of approved materials).

11. All lots are sold subject to the Private Road Maintenance Declaration of record in Book 268, Page 319, Person County Registry.

12. 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 hereinafter own any lot located in Moss Creek Subdivision, 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

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such person shall also be entitled to recover from the offender any damages suffered from violations of these restrictions.

13. These restrictions or any changes therein shall enure for the benefit and run with the land shall be binding on all parties or persons claiming under the owners as set out herein, until July 1, 2015. These restrictions shall automatically renew for ten (10) periods thereafter until such time as the lot owners by a two-thirds (2/3rds) vote agree to terminate said restrictions.

14. The invalidation of any portion of these restrictions and covenants by judgement, court order, state law, federal law or local law, shall in no way affect any of the other provisions contained herein, and those other provisions shall be severed from the invalidated portion and shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties named hereinabove do hereunto set their hands and seals the day and year first above written.

CEDAR CREEK LAND CO., L.L.C.,
Virginia Limited Liability Company

By: Joseph D. Maillet (SEAL)
Joseph D. Maillet, A Manager

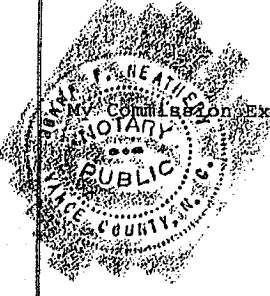
STATE OF NORTH CAROLINA
COUNTY OF VANCE

I, Donna P. Neathery, a Notary Public of the county of Vance and state aforesaid, do hereby certify that on this day personally appeared before me Joseph D. Maillett, a Manager of Cedar Creek Land Co., L.L.C., a Virginia Limited Liability Company, and acknowledged the due execution of the foregoing instrument on behalf of the company.

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Witness my hand and notarial seal, this the 8th day of July, 1997.

Donna P. Neathery
Notary Public



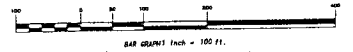
NORTH CAROLINA
PERSON COUNTY

The foregoing certificate(s) of Donna P. Neathery (Vance Co., NC),
a Notary (les) Public of the governmental unit designated is certified to be correct. This instrument was
presented for registration and recorded in this office at Book 268, Page 322.
This 17th day of July, 19 97 at 10:32 o'clock A.m.

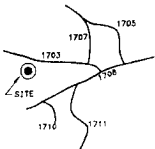
Amanda W. Garrett
AMANDA W. GARRETT, REGISTER OF DEEDS IN PERSON COUNTY

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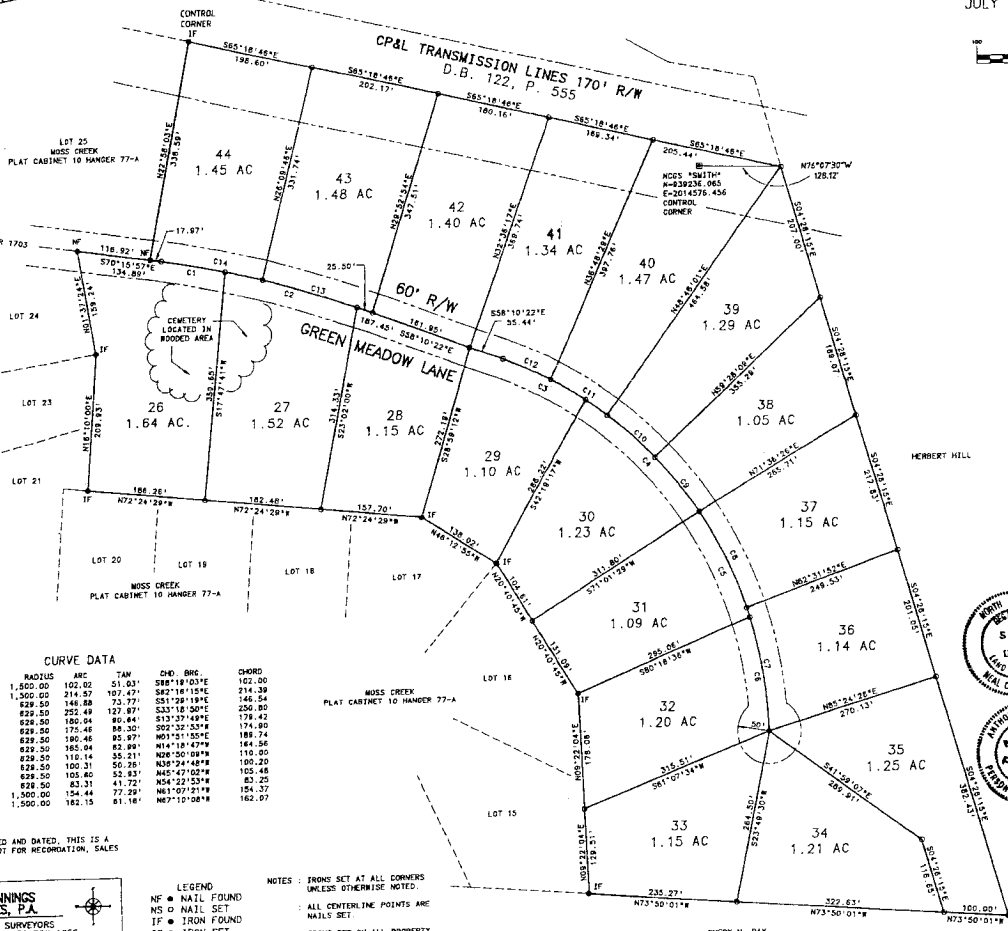
PLAT OF SURVEY
MOSS CREEK
 FLAT RIVER TWP., PERSON COUNTY, N.C.
 JULY 1997, HAMLETT-JENNINGS & ASSOCIATES
 NEAL C. HAMLETT L-2465



VICINITY MAP



CEDAR CREEK LAND COMPANY, LLC
 D.B. 266, P. 864



I, NEAL C. HAMLETT, CERTIFY THAT I AM THE AND THE OWNER(S) OF THE FOREGOING SHOWN AND DESCRIBED HEREON, WHICH HAS CONVEYED TO ME (US) BY DEED RECORDED IN THE PERSON COUNTY REGISTER OF DEEDS OFFICE IN BOOK _____ PAGE _____ AND THAT I HEREBY ADMIT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE BOUNDARIES, INCLUDING LINES, AND ADJUSTIVE ALL PLACED, VALUES, EASEMENTS, RIGHTS, OTHER SPACES, RIGHTS OF PRELIMINARY USE AS NOTED HEREON. I HEREBY CERTIFY THAT THE LAND AS SHOWN HEREON IS WITHIN THE JURISDICTION, JURISDICTION OF PERSON COUNTY, NORTH CAROLINA.

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT AS DEPICTED HEREON HAS BEEN GRANTED FINAL APPROVAL PURSUANT TO THE PERSON COUNTY SUBDIVISION REGULATIONS.
John Kelly
 PLANNING AND ZONING ADMINISTRATOR

NORTH CAROLINA PERSON COUNTY
 I, NEAL C. HAMLETT, CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN PERSON COUNTY, NORTH CAROLINA, AND SEAL THIS 22ND DAY OF JULY, 1997.
Neal C. Hamlett
 REGISTERED LAND SURVEYOR

NORTH CAROLINA PERSON COUNTY
 THE FOREGOING CERTIFICATE OF *Anthony Ray Parish*
 NOTARY PUBLIC OF THE GOVERNMENTAL UNIT DESIGNATED IS CERTIFIED TO BE CORRECT. THIS PLAT HAS PREPARED FOR REGISTRATION AND RECORDED IN THIS OFFICE AT PLAT CABINET 10, PAGE 79-B, THIS 22ND DAY OF JULY, 1997, AT 11:55 A.M., OREGON, N.C.
Anthony Ray Parish
 REGISTER OF DEEDS



I, NEAL C. HAMLETT, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _____ PAGE _____ ETC. (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____ PAGE _____ THAT THE BASIS OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH S. 47-50 AC AMENDED; WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL, THIS 22ND DAY OF JULY, 1997, A.D., 1997.

SURVEYOR *Neal C. Hamlett*
 REGISTRATION NUMBER L-2465
 NORTH CAROLINA PERSON COUNTY

I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT NEAL C. HAMLETT, A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND OFFICIAL SEAL, THIS 22ND DAY OF JULY, 1997.
 NOTARY PUBLIC *Anthony Ray Parish*
 MY COMMISSION EXPIRES 10-31-98

CAB 10 79-B

CURVE DATA

NO.	DELTA	RADIUS	ARC	TAN	CHD. BRG.	CHORD
C-1	03°53'49"	1,500.00	102.82	51.03'	S88°18'03"E	102.00
C-2	08°11'46"	1,500.00	214.57	107.47'	S82°18'15"E	214.39
C-3	13°22'08"	638.50	148.88	75.77'	S51°29'19"E	146.54
C-4	22°58'52"	629.50	252.49	127.87'	S33°18'50"E	250.00
C-5	16°23'11"	629.50	180.04	80.44'	S13°37'49"E	174.43
C-6	15°58'13"	629.50	175.46	86.30'	S07°32'33"E	174.80
C-7	17°20'08"	629.50	180.46	95.97'	N01°51'55"E	189.74
C-8	15°01'16"	629.50	165.04	82.89'	N14°18'47"W	164.56
C-9	10°01'29"	629.50	110.14	55.21'	N26°50'09"W	110.00
C-10	09°27'48"	629.50	100.31	50.28'	N38°24'48"W	100.20
C-11	08°38'42"	629.50	105.80	52.93'	N45°47'02"W	105.48
C-12	07°35'00"	629.50	83.31	41.72'	N54°22'53"W	83.25
C-13	05°53'57"	1,500.00	154.44	77.29'	N61°07'21"W	154.37
C-14	05°11'58"	1,500.00	162.15	81.16'	N67°10'08"W	162.07

UNLESS SIGNED, SEALED AND DATED, THIS IS A PRELIMINARY PLAT, NOT FOR REGISTRATION, SALES OR CONVEYANCES

HAMLETT-JENNINGS & ASSOCIATES, P.A.
 REGISTERED LAND SURVEYORS
 212 S. LAMAR STREET - PO BOX 1266
 HICKORY, NORTH CAROLINA 27573
 (910) 598-8742

LEGEND
 NF = NAIL FOUND
 NS = NAIL SET
 IF = IRON FOUND
 IS = IRON SET
 MP = MATHEMATICAL POINT

NOTES: IRONS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
 ALL CENTERLINE POINTS ARE NAILS SET
 IRONS SET ON ALL PROPERTY LINES AT THE INTERSECTION WITH ROAD RIGHT-OF-WAY.