

Return to: Kim Peterson, Rt. 2, Box 114A, Mebane, N. C. 27302  
K. M. GROUP, INC., 10901 Reed Hartman Hwy., Suite 223, Blue Ash, Ohio 45242

STATE OF NORTH CAROLINA  
COUNTY OF ORANGE

PROTECTIVE COVENANTS  
FOR  
FOX MEADOW

FOR MULTIPLE PIN SHEET SEE BOOK  
705 PAGE 527

KNOW ALL MEN BY THESE PRESENTS, THE KM GROUP, INC., a North Carolina corporation, being all of the persons, firms, or corporations owning or having any interest in those lands located in Chapel Hill Township, Orange County, North Carolina, fully described below, do hereby agree and covenant for and with all persons, firms, or corporations now owning or hereafter acquiring any of the lots included within the tract hereinbelow described that said lots are subject to the following restrictions as to the use thereof, and hereby specify that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision; this declaration of restrictions being designed for the purpose of keeping the said lots desirable, uniform, and suitable in design and use as specified herein:

1. Property. The property subject to the restrictions is more particularly described as follows:

Lying and being in Chapel Hill Township, Orange County, North Carolina, and BEING all of Lots Numbers 51 through 63 inclusive as shown on the survey and plat entitled "Fox Meadow Section TO Phase A" by ENT Land Surveys, Inc., dated Dec 29<sup>th</sup>, 1987, and recorded in Plat Book 49, page 78, Orange County Registry.

2. Use. No manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained on, in front of, or in connection with the property hereby conveyed nor shall such property in any way be used for other than strictly residential or agricultural purposes. This restriction shall not be construed, however, as preventing the practice of a profession or other business that is conducted from inside of the home that does not give rise to undue amounts of traffic; no signs relating to any

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such businesses or professions shall be displayed on any of the said property.

3. Nuisance. There shall not be erected on any part of the property herein described any building, nor shall any business or activity be conducted, that is offensive, unlawful, noxious, or detrimental to the use of the land in the subdivision, nor shall the conveyed premises be used for any purposes that, as a matter of common experience, tend to create a nuisance, including, but not limited to, fly breeding and offensive odors.

4. Setback. No house, appurtenance, or outbuilding shall be located less than 50 feet from the easement granted and described on the said plat for roads, nor less than 15 feet from an interior lot line, nor less than 25 feet from a side street for corner lots.

5. Subdivision. No lot that is included in the property described in item 1 above shall be subdivided by any present or future owner thereof.

6. Residences. (a) There shall not be erected on any lot more than one residence. There shall be no mobile homes, recreational vehicles, or campers erected, placed, or parked on the lots unless parked within an appropriate garage building or outbuilding.

(b) There shall not be erected on any lot more than one outbuilding, which outbuilding shall not be located between any residence and the said road upon which such residence is located, and no such outbuilding shall contain more than half the floor area of the residence.

(c) Any remodeling or additions to the residence shall be constructed with exterior materials similar to the residence and in keeping with the architectural features of the residence.

(d) The exterior of all buildings shall be kept neatly maintained, all lawn areas shall be kept neatly mown and landscaped, no garbage containers shall be used except closed containers, and no garbage or containers of garbage shall be visible from the road or adjoining lots.

(e) In the event that a lot is purchased for the purposes of moving an existing house onto the lot, the house to be moved must be approved by THE KM GROUP, INC.

(f) Any residence erected upon any lot upon this property shall include no less than 1,400 square feet of living space, which living space shall be measured exclusive of carports, porches, basement and attic areas and including only heated areas.

(g) Chain link fences shall not be used on any lot and in no event shall fences extend beyond the front building line on any lot.

7. Timber. No timber shall be sold commercially or cut from the lots except for the personal garden and lawn area and wood burning needs of the landowner. In order to maintain the rural, wooded atmosphere of the development and to insure privacy and a wooded area between lots, no trees or shrubs on the lots within 15 feet of the boundary lines of said lots shall be cut or removed unless they are replaced with substantially similar trees or shrubs in kind and size; provided that lots on the cul-de-sac with narrow frontage may cut trees in order to place a driveway within 15 feet where reasonably necessary.

8. Junk Autos. No disabled or junked car, truck, or other motor vehicle shall be permitted to remain on said land for a longer period than reasonable for accomplishing repairs to same.

9. Animals. (a) No animals other than domestic dogs and cats shall be kept and maintained on the lots of their owners and each owner shall keep all dogs on leash when any said dog is outside any building or appropriately constructed dog pen.

(b) No more than two domestic animals, including dogs and cats, shall be kept or maintained on any one lot at any time.

10. Enforcement. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

11. Invalidation. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

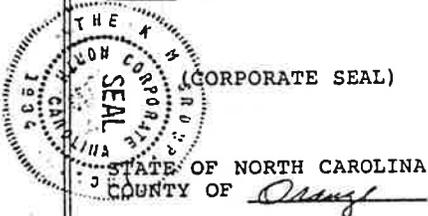
This the 27<sup>th</sup> day of January, 1988.

THE KM GROUP, INC.

BY: [Signature]  
President

ATTEST:

Thomas Peterson  
Secretary



I, a Notary Public in and for said County and State, do hereby certify that Thomas Peterson personally came before me this day and acknowledged that he is the Secretary of THE KM GROUP, 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 Thomas Peterson as its Secretary.

Witness by hand and notarial seal, this 28<sup>th</sup> day of January, 1988.

My commission expires: 2/10/92. [Signature]  
Notary Public



BRADY, SCHILAWSKI  
and EAKLS  
ATTORNEYS AT LAW  
P.O. BOX 5529  
CARY, NORTH CAROLINA 27511

NORTH CAROLINA - ORANGE COUNTY

The foregoing certificate(s) of \_\_\_\_\_  
Sheila R. Davis,

A Notary Public of the designated Governmental units is ~~certified~~ certified to be correct. Filed for registration this the 29<sup>th</sup> day of January 19 88, at 11:47 o'clock, A.M.  
in Record Book 705 Page 528

Return: \_\_\_\_\_  
\_\_\_\_\_

Betty June Hayes, Register of Deeds  
By: [Signature]  
Assistant/Deputy  
Register of Deeds

STATE OF NORTH CAROLINA  
COUNTY OF ORANGEAMENDMENT TO PROTECTIVE  
COVENANTS FOR FOX MEADOW

This Amendment to Declaration, made this 19th day of October, 1988, by and among THE KM GROUP, INC., a North Carolina corporation; BRENDA GAIL CRABTREE and d/b/a as CRABTREE HOME BUILDING CO.; CHUCK LEWIS CONSTRUCTION, INC., a North Carolina corporation; SUNUP DEVELOPMENT CO., a North Carolina corporation; DAYSRING BUILDING COMPANY, INC., a North Carolina corporation; LTA, INC., a North Carolina corporation; SIMON WORKMAN VINCENT, SARAH G. VINCENT, PATRICK R. VINCENT and PATRICIA B. VINCENT; THOMAS LEON SANDERS and wife, DEWANDA SANDERS; RANDY RILEY and wife, SUZANNE RILEY; NINA G. FRANKEL and husband, JEFFREY E. COBB; PHILLIP GOLDSTEIN and wife, DONNA GOLDSTEIN; SUSAN JOHNSTON (unmarried); GLORIA FALEY (unmarried); and MAURA STOKES (unmarried) all hereinafter collectively referred to as lot owners;

WHEREAS, the lot owners are the owners of all the real property described by and subject to the Protective Covenants for Fox Meadow, Section Four, Phase A, Plat Book 49, Page 78, Orange County Registry, as are recorded in Book 705, Page 528, Orange County Registry; and Fox Meadow, Section Four, Phase B, Plat Book 50, Page 36, Orange County Registry, as are recorded in Book 730, Page 547, Orange County Registry; and Fox Meadow Section Four, Phase C, Plat Book 50, Page 81, Orange County Registry, as are recorded in Book 730, Page 553, Orange County Registry; and

WHEREAS, the parties hereto desire to amend said Covenants;

NOW, THEREFORE, the lot owners hereby declare, covenant and agree that the real property in the area described by the Protective Covenants as recorded in Book 705, Page 528; Book 730, Page 547; and Book 730, Page 553, all in the Orange County Registry, is and shall be held, transferred,

(FOR MULTIPLE PIN SHEETS SEE BOOK 760 PAGES 261 - 271)

prepared by:

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AND EARLS  
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Mebane, N. C. 27302

sold and conveyed subject to said Protective Covenants, and that said covenants shall be amended as set forth below; to wit:

Article 4 of each set of said covenants is hereby stricken in its entirety from each set, and the following Article 4 is hereby inserted in each set of covenants in lieu and substitution thereof.

4. Setback. No house, appurtenance or outbuilding shall be located less than 40 feet or the minimum distance proscribed by the zoning ordinance applicable to subject property at the time of construction thereupon, whichever is less, from the easement granted and described in the said plat for roads, nor less than 15 feet from an interior lot line, nor less than 25 feet from a side street for corner lots. For purposes of the front setback as provided herein, a 10% violation shall be deemed minor and shall be deemed consented to by all lot owners without additional waiver, releases, consents or amendments to these Protective Covenants.

Except as hereinabove amended, the remainder of the Protective Covenants of Fox Meadow, Section Four, Phases A, B and C as recorded in Book 705, Page 528, Book 730, Page 547, and Book 730, Page 553, Orange County Registry, respectively, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Declaration to be executed the day and year first above written.

CORP. SEAL

The KM Group, Inc.



Thomas E. Pollock  
Sec.

By: [Signature]

Crabtree Home Building Co.,  
A Sole Proprietorship

By: [Signature], owner  
Crabtree Home Building Co.

BRADY, SCIHAWSKI  
and EARLS  
ATTORNEYS AT LAW  
P.O. BOX 5529  
GARY, NORTH CAROLINA 27531

CORP. SEAL

Chuck Lewis Construct, On

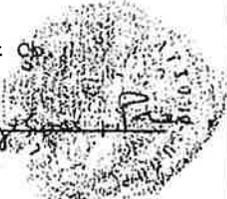


ATTEST: Helen Gabriel  
Sec.

By: Chuck Lewis  
Pres.

CORP. SEAL

Sunup Development Co.



ATTEST: Jeri Elshway  
Sec.

By: Mary Ann [Signature]

CORP. SEAL

Dayspring Building Co.



ATTEST: Kathleen P. Swason  
Sec.

By: [Signature]  
Pres.

CORP. SEAL

LTA, Inc.

ATTEST: Patricia Doughty  
Sec.

By: [Signature]  
Pres.

[Signature] (SEAL)  
Simon Workman Vincent

[Signature] (SEAL)  
Sarah G. Vincent

[Signature] (SEAL)  
Patrick R. Vincent

[Signature] (SEAL)  
Patricia B. Vincent

[Signature] (SEAL)  
Thomas Leon Sanders

[Signature] 10-24-88 (SEAL)  
Dewanda Sanders

[Signature] (SEAL)  
Randy Riley

Suzanne Riley (SEAL)  
Suzanne Riley

Nina G. Frankel (SEAL)  
Nina G. Frankel

Jeffrey E. Cobb (SEAL)  
Jeffrey E. Cobb

Phillip Goldstein (SEAL)  
Phillip Goldstein

Donna Goldstein (SEAL)  
Donna Goldstein

Susan Johnston (unmarried) (SEAL)  
Susan Johnston (unmarried)

Gloria Faley (unmarried) (SEAL)  
Gloria Faley (unmarried)

Maura Stokes (unmarried) (SEAL)  
Maura Stokes (unmarried)

STATE OF NORTH CAROLINA  
COUNTY OF ORANGE

I, a Notary Public of the County and State aforesaid, certify that THOMAS PETERSON, personally came before me this day and acknowledged that he is \_\_\_\_\_ Secretary of THE KM GROUP, 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 \_\_\_\_\_ as its Secretary.

Witness my hand and official stamp or seal, this 28 day of October, 1988.



Thomas Peterson  
Notary Public

Commission expires: 7/30/92