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FILED Joyce H. Pearson
Register of Deeds Orange COUNTY, NC

BY: *Wendy R. Dixon*
Deputy

FOR MULTIPLE PIN SHEET
SEE BOOK 3428 PAGE 320

**Amendment Subjecting Additional Land to the
Declaration of Covenants, Conditions and Restrictions
for Fox Hill Farm**

Prepared by and return to:

Robert M Love, Love Law
1415 W NC Hwy 54 Ste 124
Durham, NC 27707-5578

State of North Carolina
County of Orange

This Amendment Subjecting Additional Land To the Declaration Of Covenants, Conditions and Restrictions for Fox Hill Farm (the "Amendment") is made on this 7th day of May, 2004 by **Fox Hill Farm, L.L.C.**, a North Carolina limited liability company ("Successor Developer").

WITNESSETH THAT:

WHEREAS, Randolph D. Fox, doing business as Fox Hill Farm, a sole proprietorship ("Developer"), caused that certain Declaration of Covenants, Conditions and Restrictions for Fox Hill Farm to be recorded on October 3, 1991 in Book 938, Page 365, Orange County Registry (the "Declaration"); and

WHEREAS, Section 2.1 of the Declaration reserved to the Developer, his heirs, successors and assigns, the unilateral right, privilege and option, from time to time, to subject to the provisions of the Declaration additional real property located in Orange County, North Carolina by filing an amendment to the Declaration in the Orange County Registry; and

WHEREAS, the Declaration provides that such amendments may be made without the consent of the Fox Hill Farm Master Homeowner Association, Inc., its members, or any mortgagees or other parties; and

WHEREAS, the Declaration provides that any real property so annexed and subjected thereto may be subjected to separate restrictive covenants, setbacks and construction requirements than those set forth in the Declaration; and

WHEREAS, the Declaration provides that any real property so annexed and subjected thereto shall be subject to the Community-Wide Standards (including the Design Review Guidelines contained therein), as amended, from time to time; and

WHEREAS, the Successor Developer is the successor to Developer and his rights under the Declaration; and

WHEREAS, the Successor Developer desires by this instrument to annex and subject the real property hereinafter described, being located in Orange County, North Carolina, to all the terms and provisions of the Declaration, with the exception of those contained in Articles Three and Four thereof, which are specifically excluded herefrom;

NOW, THEREFORE, in consideration of the premises, Successor Developer hereby declares that all the real property hereinafter described shall be held, owned, sold and conveyed subject to all of the terms and provisions of the Declaration, with the exception of those contained in Articles Three and Four thereof, which are specifically excluded herefrom.

1. **Subjection of Land to Declaration.** Successor Developer, pursuant to the authority granted in Section 2.1 of the Declaration, hereby annexes and subjects the following described real property to all the terms and provisions of the Declaration, with the exception of those contained in Articles Three and Four, which are specifically excluded herefrom:

BEING ALL of Lots 146 through 163, inclusive, as shown on that plat of survey entitled, "Fox Hill Farm Central – Phase 3 Major Subdivision Final Plat", prepared by The John R. McAdams Company, Inc., dated August 6, 2002, revised through March 4, 2003, and being recorded in Plat Book 94, Page(s) 46 & 47, Orange County Registry, to which recorded plat of survey reference is hereby made for a more particular description of the metes, bounds, courses and distances of the foregoing properties.

2. **Separate Restrictive Covenants.** The Restrictive Covenants set forth in Article Three and the setbacks and construction requirements set forth in Article Four of the Declaration are not incorporated herein and shall not apply to the Lots to be developed on the real property described herein. The Lots to be developed on the real property described herein shall have their own, separate restrictive covenants which shall be recorded in the Orange County Registry prior to the sale of the first Lot from such real property.

3. **Ratification.** Except as herein expressly modified, all of the terms and provisions of the Declaration are hereby ratified, confirmed and approved.

4. **Governing Law.** This Amendment shall be governed and construed under the laws of the State of North Carolina; provided, however, that no conflict of laws rule of the State of North Carolina shall operate so as to deprive the North Carolina courts of jurisdiction over the subject matter or jurisdiction over the person or to preclude venue in the North Carolina courts.

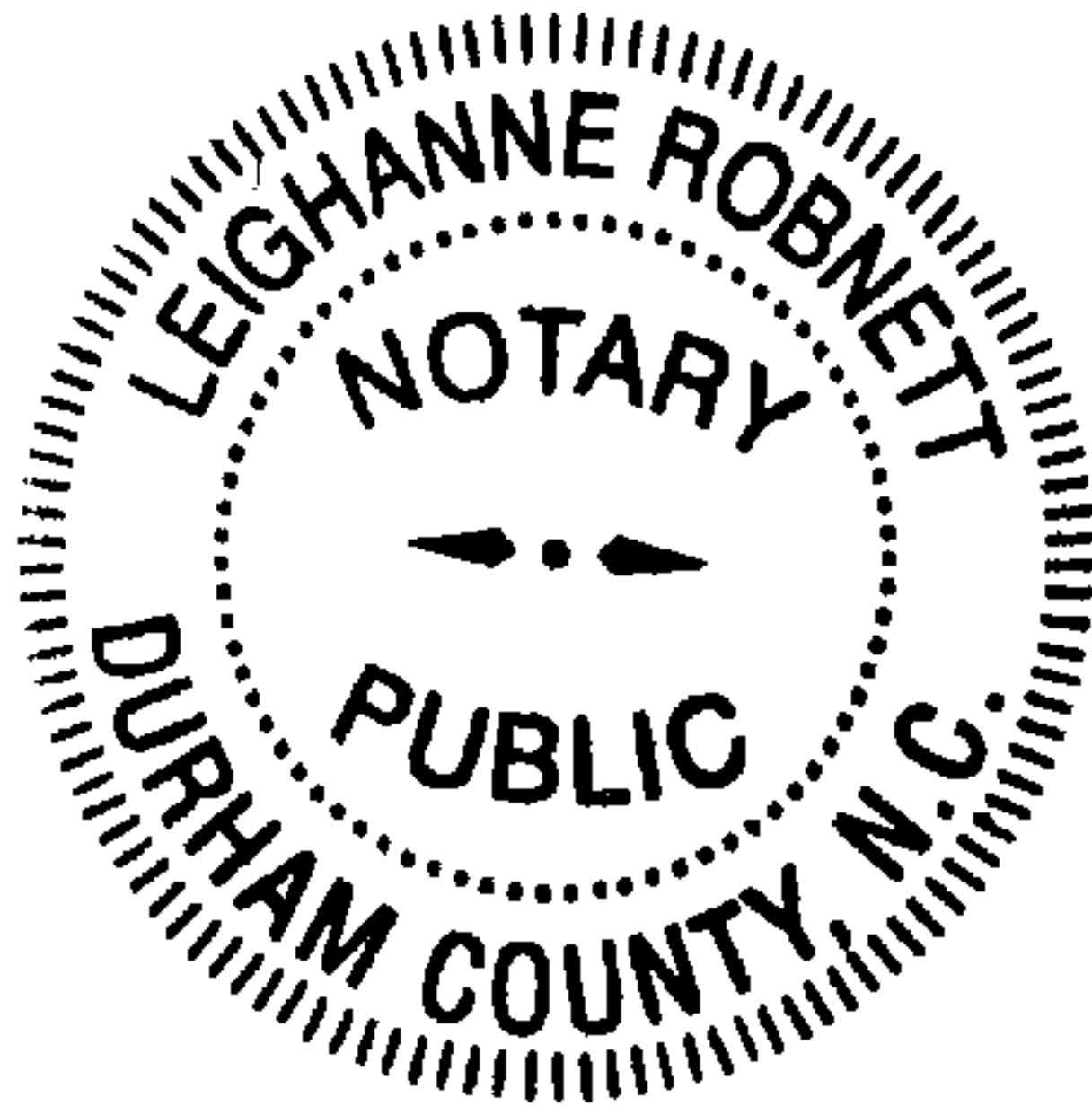
IN WITNESS WHEREOF, Successor Developer has caused this Amendment to be executed by its duly authorized Manager as of the day and year first above written.

FOX HILL FARM, L.L.C.
a North Carolina Limited Liability Company

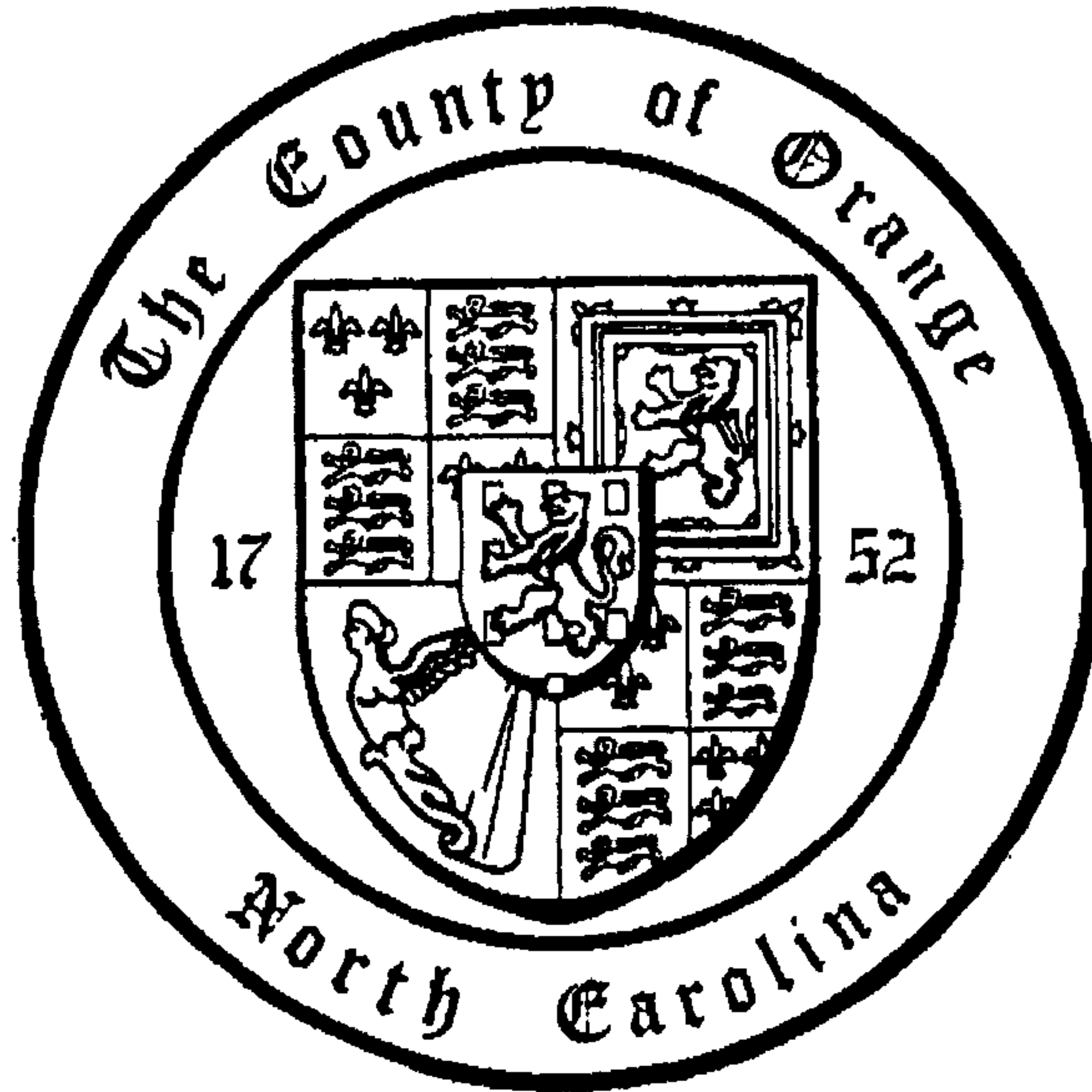
By: Catherine C. McGhee (SEAL)
Catherine C. McGhee, Manager

State of North Carolina – County of Durham

I, Leighanne Robnett
the undersigned Notary Public of the said County and State, certify that Catherine C. McGhee personally came before me this day and acknowledged that she is the Manager of Fox Hill Farm, L.L.C., a North Carolina limited liability company, and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 7 day of May, 2004.



Leighanne Robnett
Notary Public
My Commission Expires 2/22/09



Joyce H. Pearson
Register of Deeds
Orange County
North Carolina

State of North Carolina, County of Orange

The foregoing certificate(s) of LEIGHANNE ROBNETT, NOTARY PUBLIC for the Designated Governmental units is/are certified to be correct. See filing certificate herein.

This day May 7, 2004.

Joyce H. Pearson, Register of Deeds

BY: Wendy R. Yager
Deputy / Assistant Register of Deeds

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FILED Joyce H. Pearson
Register of Deeds Orange COUNTY, NC
BY: *Wendy R. [Signature]*
Deputy

FOR MULTIPLE PIN SHEET

SEE BOOK 3428 PAGE 329

PREPARED BY PLANNING DEPARTMENT
ORANGE COUNTY
NORTH CAROLINA

RETURN TO: *ROBERT M. LOVE
1415 W. HWY 54, STE 124
DURHAM, NC 27707*

**DECLARATION OF DEVELOPMENT
RESTRICTIONS AND REQUIREMENTS**

**RECORDED CONCURRENTLY WITH
FOX HILL FARM CENTRAL PHASE 3 SUBDIVISION,**

PLAT BOOK/PAGE 94 (46 & 47)

OWNER: Fox Hill Farm, LLC

This DECLARATION, made this 27th day of April, 2004, by Fox Hill Farm, LLC, the owner of the property described in the Property Description section of this declaration, hereinafter called Declarant.

WITNESSETH

Declarant agrees for itself and with any and all persons, firms or corporations hereinafter acquiring any of the property described in the Property Description section of this declaration, that the same shall be subject to the following restrictions, conditions, and covenants relating to the use and occupancy thereof, which restrictions, conditions, and covenants shall run with the said property and inure to the benefit of and be binding upon the heirs, successors and assigns of the Declarant and other acquiring parties and persons.

PROPERTY DESCRIPTION

Being all of Lots 146 through 163 and the Open Space as shown on the plat entitled "FOX HILL FARM CENTRAL PHASE 3," dated August 6, 2002 and last revised March 4, 2004 as drawn by Jerry W. Davis, R.L.S. of The John R. McAdams Company, Inc.,

and recorded in Plat Book 94, Page 46+47, Orange County Registry, hereinafter "the property" or "the subdivision."

SETBACKS

Structures shall meet applicable setbacks as shown on the Final Plat and as required by Section 5.1.1 of the Zoning Ordinance. The required front yard setback is 40 feet, measured from the edge of the road right-of-way. A setback of 20 feet shall be maintained from side and rear lot lines. Private covenants may exceed these minimums.

Exceptions to the setback requirement include certain architectural features (such as corners, eaves, and gutters), an unenclosed balcony or fire escape, and an attached private garage or carport. See Section 6.6 of the Orange County Zoning Ordinance, available at the Planning Department for specific regulations relating to these exceptions.

SEWAGE DISPOSAL

Septic system locations may restrict the size and location of improvements on each lot. Information regarding the tentative location of septic systems is available from Orange County Health Department, Division of Environmental Health.

IMPERVIOUS SURFACE CALCULATION

An impervious surface is a surface composed of any material which impedes or prevents the natural infiltration of water into the soil. Such surfaces shall include any gravel, concrete or asphalt surface. These would include, but not be limited to, streets and parking areas, sidewalks, patios and structures which cover the land.

In order to promote infiltration of stormwater runoff into the soil and to minimize direct and immediate runoff into streams and water supply impoundments, impervious surface ratios are required for all subdivisions located within a protected watershed. Modifications of the Impervious Surface Ratios may be requested, as a variance or through approval and recordation of a conservation agreement. Each procedure is described in Article 6.23.3 and 6.23.11b of the Zoning Ordinance, respectively.

Impervious surface calculations for an individual development shall be cumulative for original construction and any subsequent additions and calculations of impervious surface coverage for individual lots shall include that portion of a right-of-way between the center line of the street and the abutting property line of the lot.

The property within the Fox Hill Farm Central Phase 3 Subdivision is in the AR zoning district and L-ENO-PW overlay. The impervious surface for each lot shall not exceed 36% of that lot. The permitted square footage for impervious surface on each lot is calculated as follows:

Lot 146 through Lot 163: 24,000 sq. ft. each lot

The impervious surface quantities for each lot listed above were calculated after the public road surfaces were subtracted from the 36% maximum allowed for the subdivision.

LAND USE BUFFERS

A Type A land use buffer located along Baldwin Rd and along lots 156 and 157 on Fox Hill Farm Drive, shall be preserved as required by Section IV-B-8-e of the Subdivision Regulations. The buffer shall be 30 feet in width and shall be composed of deciduous and/or evergreen vegetation, forming semi-opaque intermittent visual obstructions from the ground to a height of at least thirty (30) feet.

LANDSCAPING

Existing trees shall be preserved to satisfy the landscaping requirements pursuant to Section IV-B-8-d-1 of the Subdivision Regulations.

Clear cutting of trees is prohibited. No trees measuring twelve (12) inches or more in diameter at a point four and one half (4.5) feet above the ground shall be cut. An exception shall include clearing of trees for the location of buildings, driveways, septic systems, and garden areas.

OTHER RESTRICTIONS

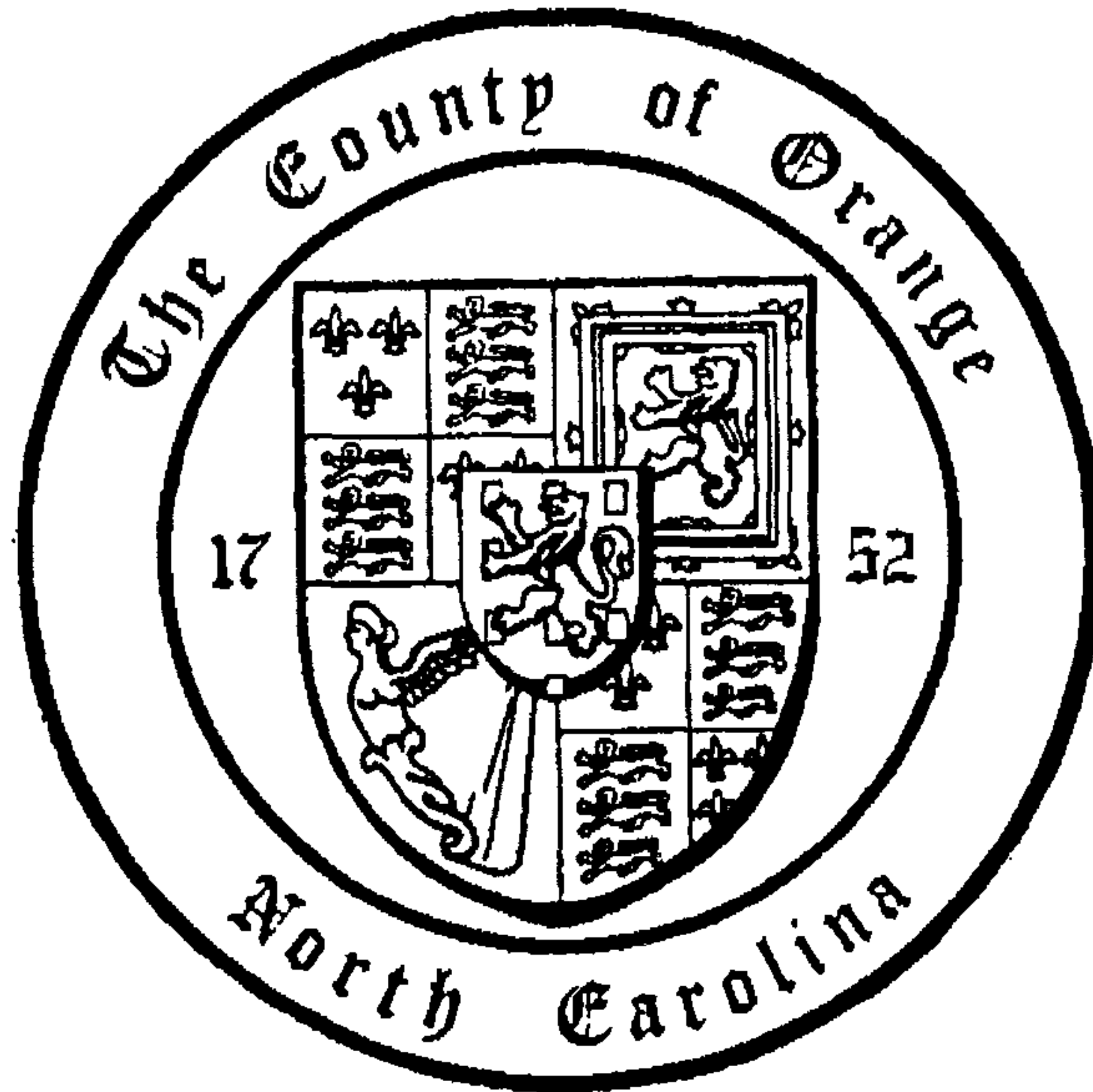
Access to all lots is limited to the subdivision roads. No driveways shall be permitted within 50' of a street intersection. Lot 156 shall receive access from Cedar Stone Way.

Open Space as indicated on the recorded Final Plat.

Drainage Easements as indicated on the recorded Final Plat.

CERTIFICATE OF DEDICATION AND MAINTENANCE

"The undersigned hereby certifies that the land shown on the subdivision plat referenced under 'Property Description' on page 1 is owned by the undersigned and is located within the subdivision-regulation jurisdiction of Orange County and hereby freely dedicates all rights-of-way, easements, streets, recreation area, open space, common area, utilities and other improvements to public or private common use as noted on this plat, and further assumes full responsibility for the maintenance and control of said improvements until they are accepted for maintenance and control by an appropriate public body or by an incorporated neighborhood or homeowners association or similar legal entity."



Joyce H. Pearson
Register of Deeds
Orange County
North Carolina

State of North Carolina, County of Orange

The foregoing certificate(s) of LEIGHANNE ROBNETT, NOTARY PUBLIC for the Designated Governmental units is/are certified to be correct. See filing certificate herein.

This day May 7, 2004.

Joyce H. Pearson, Register of Deeds

BY: Wendy R. Dixon
Deputy / Assistant Register of Deeds

FILED Joyce H. Pearson
Register of Deeds Orange COUNTY, NC
BY: *Wendy R. Dixon*
Deputy

FOR MULTIPLE PIN SHEET
SEE BOOK 3428 PAGE 334-337

DECLARATION OF RESTRICTIVE COVENANTS

Prepared by and return to:
Robert M Love, Love Law
Hamilton Centre Bldg 300
1415 W NC Hwy 54 Ste 124
Durham, NC 27707-5578

THIS DECLARATION OF RESTRICTIVE COVENANTS is made and entered into this 7TH day of May, 2004, between and among FOX HILL FARM, L.L.C., a North Carolina limited liability company ("Developer" or "Declarant"), and PROSPECTIVE PURCHASERS, their heirs, successors and assigns of Lots 146 through 163, inclusive, Phase 3, Fox Hill Farm Central, as shown on plat of survey recorded in Plat Book 94, Page(s) 46 & 47, Orange County Registry (collectively, the "Property" or "Lots").

WITNESSETH THAT:

WHEREAS, the Property has been subjected to the Declaration of Covenants, Conditions and Restrictions for Fox Hill Farm recorded in Book 938, Page 365, Orange County Registry (the "Declaration"); and

WHEREAS, Section 2.1 of the Declaration provides that each tract of land that becomes part of the Fox Hill Farm Community may have its own separate restrictive covenants; and

WHEREAS, the Developer, prior to selling and conveying the Lots, desires to impose upon them the terms and restrictions hereinafter set forth for the benefit of all those who acquire title to any of the Lots. This Declaration of Restrictive Covenants shall inure to the benefit of and be binding upon the Developer and each person, corporation or other entity, and the heirs, successors and assigns thereof, who acquire title to any of the Lots or title to any other real property that may be subjected to the terms and conditions hereof in the future;

NOW, THEREFORE, in consideration of the premises, the Developer hereby covenants and agrees with the PROSPECTIVE PURCHASERS of the Lots, their heirs, successors and assigns, that Lots 146 through 163, inclusive, Phase 3, Fox Hill Farm Central, as shown on that plat of survey recorded in Plat Book 94, Page(s) 46 & 47, Orange County Registry, shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the terms and conditions set forth herein. This Declaration of Restrictive Covenants shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the Property or any parts thereof. This Declaration of Restrictive Covenants shall become a part of each

instrument conveying or transferring any of the Property as well as any other real property which may hereinafter be subjected to the terms and conditions set forth herein by an instrument duly recorded in the Office of the Register of Deeds of Orange County, North Carolina, as fully and to the same extent as if set forth therein. As a condition of the sale or conveyance of any of such Lots, as well as any other real property which may hereinafter be subjected to the terms and conditions set forth herein, the purchasers and their heirs, successors and assigns agree and covenant to abide and conform to the requirements set forth herein. All capitalized terms used herein that are not otherwise defined shall have the same meaning as defined in Article One of the Declaration.

ARTICLE ONE RESTRICTIVE COVENANTS

SECTION 1.1 Use of Lots: The following use restrictions shall only apply to Lots 146 through 163, inclusive, Phase 3, Fox Hill Farm Central, as shown on the plat hereinabove referred to:

(A) **Single Family Residence:** No residence may be erected on less than one Lot; however, one or more Lots may be used as a single building plot. No Lot shall be subdivided; however, adjoining property Owners may adjust a common boundary line by the sale or exchange of property between such Owners, provided that such sale or exchange otherwise satisfies the requirements contained herein. Except as otherwise provided herein, the Lots shall be used only for a single family residence with such customary outbuildings or other detached structures (including, but not limited to, a "mother-in-law" suite or non-rented apartment) as may be approved by the Design Review Committee.

(B) **Professional Home Occupation:** All Lots are single family residential lots and shall only be used for residential purposes (except as is provided herein for "Professional Home Occupations"). No shops, stores, factories, hospitals, clinics or business establishments of any kind shall be permitted to exist on any Lot.

A Professional Home Occupation may be conducted upon a Lot under the following conditions:

(1) **Approval By Board of Directors:** Prior to an Owner commencing a Professional Home Occupation, the Board of Directors of the Association must specifically approve a written request from an Owner to conduct a Professional Home Occupation on such Owner's Lot. Such approval shall be a conditional use of the Lot and shall be effective only as long as the Owner so requesting such approval owns and occupies said Lot as his personal residence. Subsequent Owners of said Lot must receive separate written approval of the Board of Directors to conduct a Professional Home Occupation;

(2) **Maximum Number of Square Feet:** A maximum of 1000 square feet of floor area may be used for any Professional Home Occupation;

(3) **Design Review Committee Approval:** If an outbuilding on a Lot is to be utilized for the purpose of conducting a Professional Home Occupation, such outbuilding and site plan must be approved by the Design Review Committee and the outbuilding and any requested parking shall be off the street and adequately screened from view of the road and adjacent property;

(4) **Storage of Materials:** No materials for use in any Professional Home Occupation shall be stored outside of a building;

(5) **No On-Premises Sales:** On-premises sales and delivery of goods are prohibited, except for goods incidental to the rendering of a service;

(6) **Nuisances:** No equipment or process shall be employed that will generate noise, odors, vibrations, glare or electrical interference detectable at the lot lines of the Lot upon which the Professional Home Occupation is conducted;

(7) **Vehicular Traffic:** A Professional Home Occupation shall not generate a significantly greater volume of vehicular traffic than would normally occur in a residential neighborhood. The decision as to whether a Professional Home Occupation is generating a significantly greater volume of vehicular traffic shall be made in the sole and absolute discretion of the Board of Directors, whose decision shall be final. The Board of Directors may revoke its approval to conduct a Professional Home Occupation if an Owner violates any restrictive covenant applicable to that Owner's Lot, including, without limitation, the prohibition on excessive vehicular traffic;

(8) **Home Occupation Permit:** A Professional Home Occupation shall be allowed only after the Owner has obtained a Home Occupation permit issued by the zoning officer of the Planning Department for Orange County, North Carolina, or their successors in interest; and

(9) **Assessment for Professional Home Occupation:** In the discretion of the Board of Directors, an Owner who conducts a Professional Home Occupation may be assessed up to twice the otherwise prorated share of the maintenance cost of any roads and associated rights-of-way in the Fox Hill Farm Community until such time, if ever, as the North Carolina Department of Transportation, Orange County or any other municipality agrees to be responsible for such maintenance.

(C) **Garages:** Garages shall be for the use only of the occupants of the residence to which they are appurtenant and may be attached or detached from such residence. Each Lot shall contain a garage sufficient to hold at least two (2) vehicles and which shall be constructed at the same time as the residence on such Lot.

(D) **Completion of Construction:** When the construction of any building or other improvement is commenced, work thereon must proceed diligently and be completed within eighteen (18) months from the time construction began.

(E) **No Temporary Buildings:** No outbuilding, barn, stable, garage, shed, tent, trailer, basement or temporary building of any kind shall be erected, permitted or maintained prior to the commencement of the construction of a residence, as is permitted hereby, and no outbuilding, barn, stable, garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be construed to prevent the use of a temporary construction shed during the period of actual construction on such Lot or the use of adequate sanitary toilet facilities for workers during the construction period.

(F) **Nuisance:** No Owner of any part of the Property will do or permit to be done any act upon his Lot which is or may become a nuisance.

(G) **Mobile Homes:** No mobile homes, modular homes, prefabricated homes or house trailers of any kind shall be placed on any Lot.

(H) **Satellite Dishes:** No exterior antennae, earth satellite station or dish, microwave dish or other similar improvement may be constructed, placed or maintained on any Lot without the prior written consent of the Design Review Committee.

(I) **Hobbies and Activities:** The pursuit of hobbies or other activities, which include assembly or disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly,

unsightly or unkempt conditions, shall not be pursued or undertaken on any part of any Lot where they might be visible at any time from any other Lot.

(J) **Clotheslines:** Outside clotheslines shall not be permitted upon any Lot in locations where they can be viewed by other Lot Owners or the public from any road or an adjacent Lot.

(K) **Signs:** Except for normal and customary "For Sale" signs not more than six (6) square feet, no sign of any character shall be displayed or placed upon any part of the Property unless expressly authorized by the Design Review Committee. The foregoing shall not act to restrict or prohibit the Developer from erecting or displaying signs advertising the Fox Hill Farm Community or any portions thereof.

(L) **Animals:** No animals of any kind shall be kept upon a Lot except for a reasonable number of dogs, cats or other domesticated house pets, unless expressly permitted by the Board of Directors. Animals shall not be kept or bred for commercial purposes. Each Owner shall be responsible for maintaining any animals kept on his Lot in good health and for securing all appropriate vaccinations, as required. The health and hygienic conditions of animals kept on the Property are an ongoing responsibility of the respective Owners. Each Owner shall cause the animals kept on his Lot to receive the care and services of a duly licensed veterinarian, as needed. Failure to comply with the terms and conditions of this Section 1.1(L) shall be deemed to be a nuisance.

(M) **Garbage Incinerators:** No garbage incinerators shall be permitted.

(N) **Trash Receptacles:** Garbage, trash receptacles and refuse storage areas shall be in complete conformity with the requirements of the Design Review Committee.

(O) **Changes in Topography:** No substantial changes in the elevation or topography of any Lot shall be made without the written approval of the Design Review Committee.

(P) **Weeds, Underbrush and Vegetation:** No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any part of the Property, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon.

(Q) **Clearing of Trees:** No clearing of trees will be allowed outside of the building envelope depicted on the plat of the Property except as may be necessary for proper forest management, sidewalks, driveways, septic systems and wells, or as otherwise approved in writing by the Design Review Committee.

SECTION 1.2 Motor Vehicles: No automobiles, trucks or other motor vehicles shall be permitted or stored upon any Lot unless they have a valid current license plate or are garaged in a manner approved in writing by the Design Review Committee. It is the intent of this covenant to prevent the unsightly appearance of unused or abandoned vehicles upon any Lot.

SECTION 1.3 Garbage/Trash Containers: All garbage/trash containers and refuse storage areas shall be shielded from public view. Each Owner must make arrangements to have his garbage/trash picked up and removed to a suitable disposal site at least once each week.

SECTION 1.4 Maintenance of Lots: Each Owner shall maintain his Lot in a clean, orderly and attractive appearance. Maintenance shall include, but not be limited to, trimming shrubs, mowing grass, the removal of fallen trees and limbs, and the proper pruning, care and maintenance of any gardens located on a Lot.

SECTION 1.5 Firearms: No recreational or other discharge of firearms shall be permitted upon any Lot.

SECTION 1.6 Above Ground Storage Tanks: No above ground tanks will be permitted for the storage of fuel, water, chemicals or other substances unless they are appropriately screened from public view, approved in writing by the Design Review Committee and comply at all times with the environmental laws and regulations of the United States of America, the State of North Carolina and Orange County.

SECTION 1.7 Underground Utilities: All utilities (e.g., electrical, telephone, cable television, gas, water and sewer) serving a Lot, a residence or other building or structure on a Lot (whether currently or in the future), shall be underground unless the applicable utility involved prohibits underground installation. The installation of any above ground utility must have the prior written approval of the Design Review Committee.

SECTION 1.8 Road Maintenance. Each Owner of a Lot acknowledges that the roads depicted on plat of survey recorded in Plat Book 94, Page(s) 46 & 47, Orange County Registry, as Cedar Stone Way, Still Meadow Lane and Fox Hill Farm Drive are designated as PUBLIC ROADS which are intended to be accepted for maintenance by the North Carolina Department of Transportation or other governmental body. Until such time as such roads are accepted for maintenance by the North Carolina Department of Transportation, by Orange County, North Carolina or by any other municipality, the cost of maintenance and repair of such roads shall be borne by the Association. Except as provided in Section 1.1 (B), supra, the Association will assess each Owner within the Fox Hill Farm Community equally for any costs or expenses incurred in maintaining the roads within the Fox Hill Farm Community for which the Association is responsible for maintaining until the costs and expenses of such maintenance are accepted as aforesaid. There is no guarantee that the North Carolina Department of Transportation, Orange County, North Carolina or any other municipality will ever accept responsibility for maintenance of such roads, in which case the maintenance costs will be an on-going responsibility of the Association.

SECTION 1.9 Preservation Open Space. The areas shown as PRESERVATION OPEN SPACE on the plat of survey for Fox Hill Farm Central, Phase 3 recorded in Book 94, Page(s) 46 & 47, Orange County Registry shall be included within the OPEN SPACE conveyed by Declarant to the Association prior to the conveyance of any of the Lots (as defined hereinbefore). The areas designated as PRESERVATION OPEN SPACE shall be maintained in perpetuity in their natural condition. No person or entity shall fill, grade, excavate, or perform any other land disturbing activities; nor cut, remove or harm any vegetation; nor construct any structures, nor allow animal grazing or watering or any other agricultural use on such PRESERVATION OPEN SPACE. Notwithstanding anything in the foregoing to the contrary, Declarant and/or the Association shall have the right to construct and maintain walking paths within such PRESERVATION OPEN SPACE, provided (i) such walking paths are not located within thirty (30) feet of any streams within such PRESERVATION OPEN SPACE, (ii) any portion of such walking paths through areas designated as wetlands shall cross over such wetlands by a constructed structure such as a bridge or boardwalk, rather than fill, and (iii) such walking paths shall not be constructed of any materials which would constitute and create an impervious surface. The covenant contained in this Section 1.9 is intended to ensure continued compliance with the mitigation condition of an authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID 200221429, and therefore, may be enforced by the United States of America as well as by the Declarant, the Association and the Owners. This Section 1.9 cannot be amended without the prior express written consent of the U.S. Army Corps of Engineers, Wilmington District.

SECTION 1.10 Separate Restrictive Covenants: If additional real property is subjected to the terms of the Declaration in the future, such property may be subjected to separate and different restrictive covenants than those set forth herein.

ARTICLE TWO SETBACKS AND CONSTRUCTION REQUIREMENTS

The following setbacks and construction requirements shall only apply to Lots 146 through 163, inclusive, Phase 3, Fox Hill Farm Central, as shown on the plat hereinabove referred to:

(A) No single family residence shall be constructed on less than one Lot and no building or other structure shall be located on any Lot except within the setback lines depicted on the plat of said Lot which is recorded in the Office of the Register of Deeds of Orange County, North Carolina. If one or more Lots are combined with a contiguous Lot, the setback requirements applicable to the combined Lot shall be determined by the Design Review Committee.

(B) The minimum size of all single family dwellings shall be not less than two thousand eight hundred (2,800) square feet of heated finished living space, with not less than one thousand five hundred (1,500) square feet of such heated finished living space on the first floor thereof, exclusive of porches, decks and garage space.

(C) No construction, alteration or improvement to a Lot or a change in its arboreal or vegetative conditions shall be made or commenced without the prior written approval of the Design Review Committee as is provided in the Community-Wide Standards, as amended from time to time, for the Fox Hill Farm Community. Landscaping as approved by the Design Review Committee shall be installed within six (6) months after completion of the single family dwelling on a Lot.

(D) All driveways shall be paved from the edge of the existing street travel way to any and all structures on the Lot, including a portion sufficiently sized to accommodate U.S. mail delivery vehicles, or as otherwise approved in writing by the Design Review Committee.

(E) If additional real property is subjected to the terms of the Declaration in the future, such property may be subjected to separate and different setbacks and construction requirements than those set forth herein.

ARTICLE THREE CONSTRUCTION SITE REQUIREMENTS

The following requirements shall apply to and be adhered to during the period of construction on any of the Lots subject to these restrictive covenants. The requirements which shall be adhered to by the Owner of each Lot subject hereto and the builder, builder's agent, subcontractor or employee of the builder relative to construction on any Lot are as follows:

1. The job site will at all times be kept in a clean and orderly condition. No materials will be stored or placed in the swale, right-of-way, Common Areas or natural areas. Construction debris shall be disposed of in an approved on-site construction dumpster with such construction debris being removed from the dumpster no later than every Friday and/or holidays. Any construction site refuse which is dumped or tracked onto any easement, street, road, or right-of-way shall be cleaned from such easement, street, road, or right-of-way daily.
2. Construction site access shall be by way of an on-site driveway. This driveway shall be graveled immediately upon beginning site preparation and construction. It shall be maintained with a minimum of 4 inches of gravel for the duration of the construction period.
3. A concrete culvert shall be installed at each driveway where the driveway crosses the ditch line in the right-of-way. The culvert shall be a minimum of 15" ID reinforced concrete pipe at least 20' in length.

4. All excess excavated earth shall be relocated off-site, backfilled, or spread on-site per the approved landscape plan immediately upon completing, but not limited to, all foundation, patio, walkway and driveway work.
5. No signage is permitted on the job site unless required by law and approved in writing by the Design Review Committee. All building permits shall be posted in or on an approved on-site permit box.
6. Construction hours shall be as follows:

Monday through Friday	7:00 A.M. until 6:00 P.M.
Saturday	8:00 A.M. until Noon
Sunday	Construction Prohibited
7. The builder shall provide in writing to the Design Review Committee, prior to beginning any on-site construction activities, the following:
 - A) 24 hour emergency phone number(s),
 - B) Proof of North Carolina General Contractors License,
 - C) Proof of general liability insurance coverage of at least One Million Dollars (\$1,000,000.00),
 - D) Proof of worker's compensation insurance.
8. No alcoholic beverages or illegal drugs are permitted on job sites.
9. No loud music which could be heard by any neighbor shall be permitted on the job site.
10. Any owner, builder, builder's agent, subcontractor or employee of the builder who violates these Construction Site Requirements or any other Design Review Committee criteria may be removed and prohibited from entering the Properties by the Developer and the Design Review Committee.
11. Construction vehicles shall be prohibited from parking along streets, roads, easements, common areas or any right-of-way in the Properties.
12. All vehicles are restricted to a speed limit not to exceed 25 miles per hour. This is a residential community and reduced speeds in congested areas are to be strictly observed.
13. Port-a-johns are required for each construction site and must be located out of normal travelway view and screened.
14. No open fires of any kind, including fires in metal barrels, are allowed on any construction site.
15. No animals of any kind are allowed on any construction site.
16. Firearms are strictly prohibited on any construction site.
17. A copy of these Construction Site Requirements shall be posted by the Owner and/or builder on each Lot during the period of construction thereon.

**ARTICLE FOUR
DURATION OF RESTRICTIVE COVENANTS**

The restrictive covenants and other requirements set forth herein shall continue in full force and effect until twelve o'clock noon, local time, on December 31, 2015, after which time they shall automatically be extended for successive ten (10) year periods, unless an instrument in writing, signed by a majority of the then owners of the Lots revoking or terminating the same, shall be filed in the Office of the Register of Deeds of Orange County, North Carolina, within the twelve (12) month period preceding the beginning of each successive period of ten (10) years.

**ARTICLE FIVE
LIBERAL CONSTRUCTION**

The restrictive covenants and other requirements set forth herein shall be construed liberally to affect their purpose of creating and maintaining the Property as a part of the Fox Hill Farm Community, which is administered by the Association and at all times subject to the Declaration, as amended from time to time.

**ARTICLE SIX
AMENDMENT**

This instrument may be amended only by the affirmative vote (in person or by proxy) of not less than sixty-five percent (65%) of the Class "A" Members and sixty-five percent (65%) of the Class "B" Members at a meeting of the Association called for that purpose. However, no such amendment may conflict with any term, provision or condition of the Declaration, as amended from time to time. Any such amendment must be recorded in the Office of the Register of Deeds of Orange County, North Carolina, to be effective.

**ARTICLE SEVEN
MISCELLANEOUS**

SECTION 7.1 Waiver: No provision contained herein shall be deemed to have been waived by reason of any failure to enforce same, irrespective of the number of violations or breaches which may occur.

SECTION 7.2 Invalidity: Invalidation of any of the covenants, restrictions or provisions of this instrument by judgment, court order, statute or ordinance shall in no way affect any of the remaining provisions hereof, and the same shall continue in full force and effect.

SECTION 7.3 Variances: The Board of Directors, in its absolute discretion, may allow reasonable variances and adjustments to the restrictive covenants set forth herein in order to alleviate practical difficulties and hardship in their enforcement and operation. No variance shall violate the spirit or the intent of this instrument or any term or provision of the Declaration. In order to be effective, a variance shall be set forth in a written instrument duly executed by the Association, shall specifically refer to this instrument and shall be recorded in the Orange County Registry.

SECTION 7.4 Effect of Restrictive Covenants: The restrictive covenants and other requirements set forth herein shall be in lieu of and in replacement of Articles Three and Four of the Declaration with respect to the Property defined herein; provided, however, it is expressly understood and agreed that all of the other terms and provisions of the Declaration shall apply to the Property by virtue of the prior recordation of an amendment subjecting such Property to the Declaration, which amendment expressly excluded such Articles Three and Four of the Declaration and the effect

thereof from such amendment. Enforcement of this instrument shall be in the same manner as set forth in Section 13.6 of the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its authorized Manager as of the day and year first above written.

FOX HILL FARM, L.L.C.,
a North Carolina limited liability company

By: Catherine C. McGhee (SEAL)
Catherine C. McGhee, Manager

STATE OF NORTH CAROLINA
COUNTY OF Durham

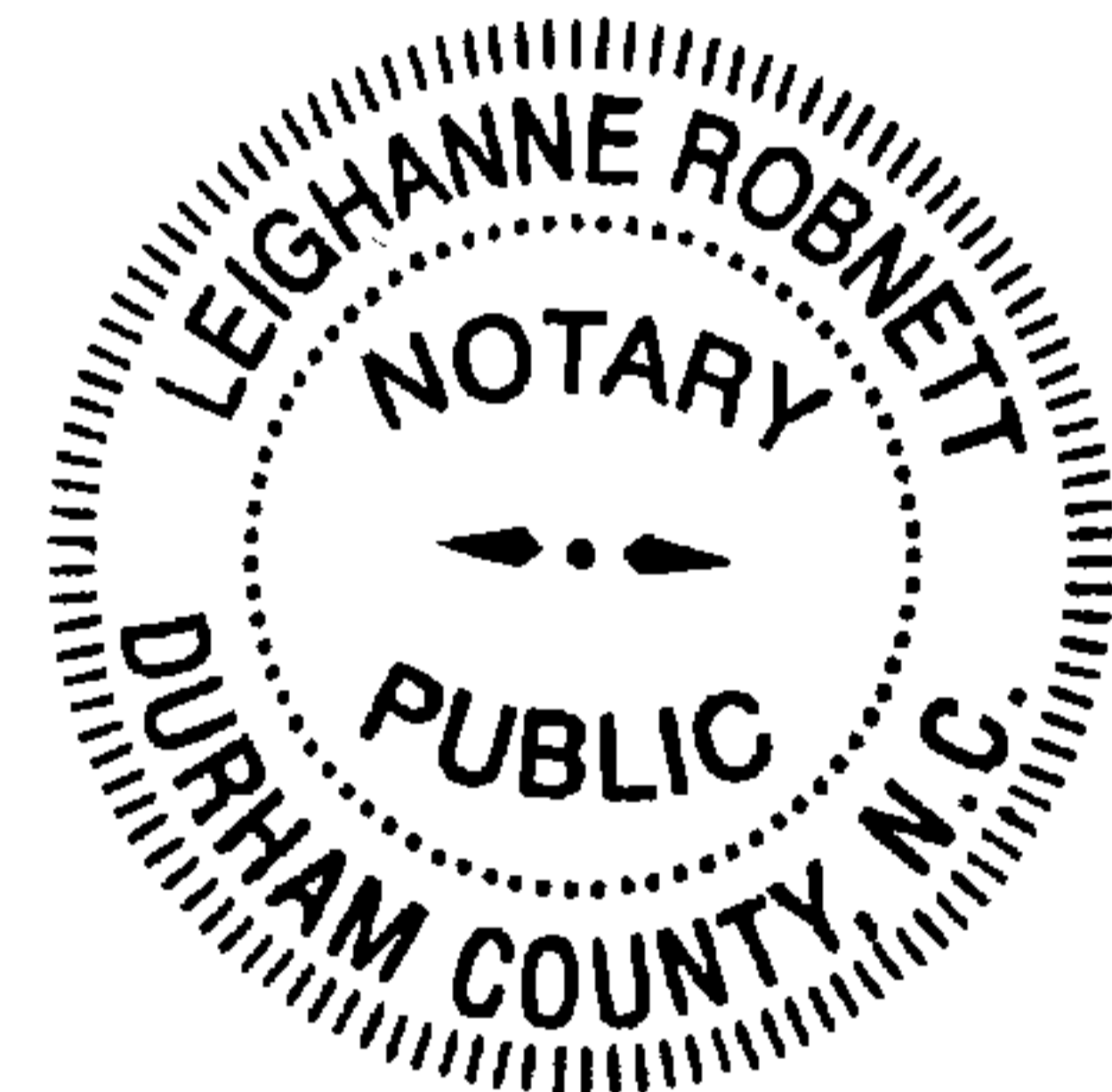
I, a Notary Public for said County and State, do hereby certify that Catherine C. McGhee, Manager of Fox Hill Farm, L.L.C., a North Carolina limited liability company, personally appeared before me and acknowledged the execution of the foregoing instrument on behalf of and as the act of said company.

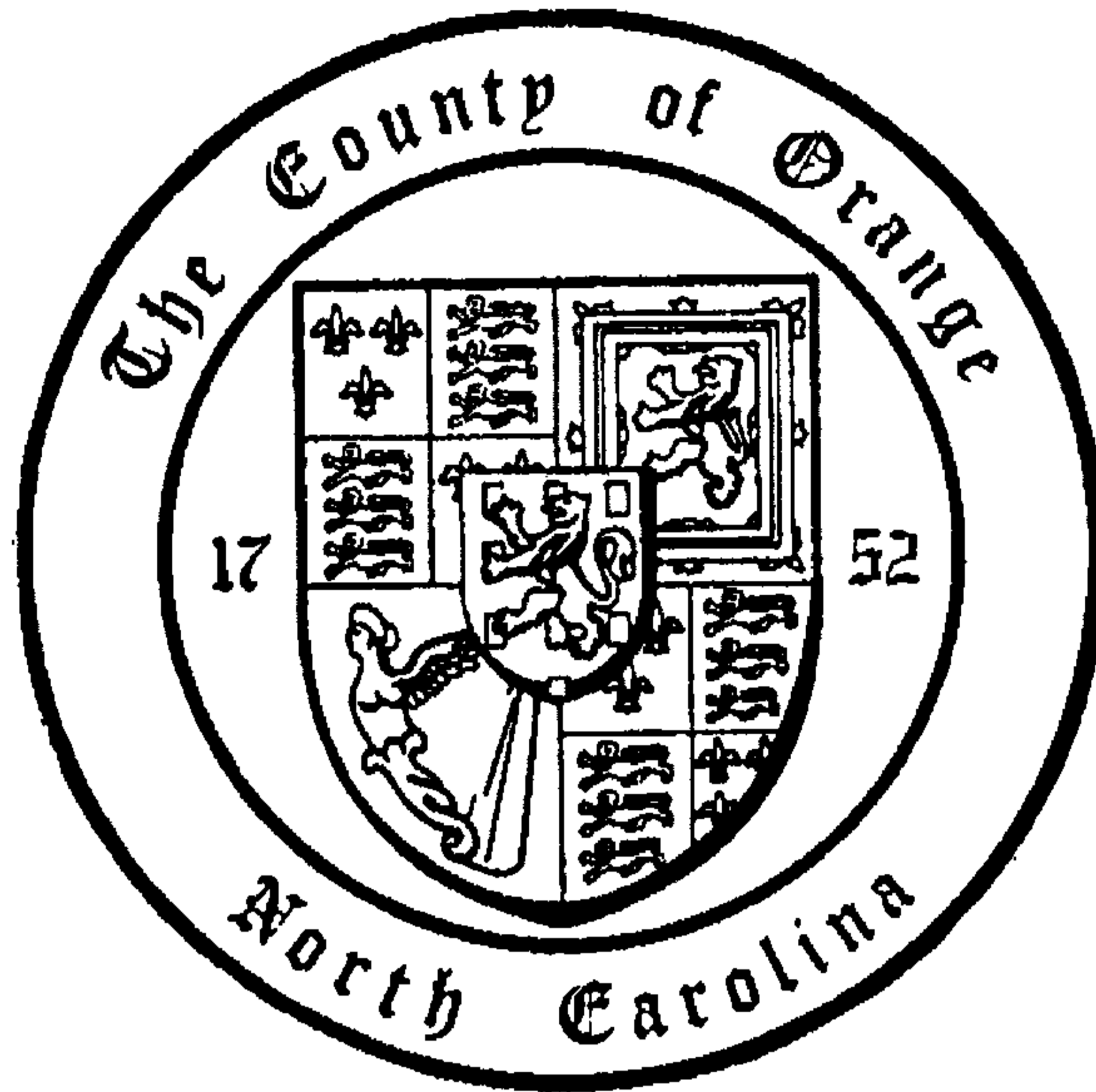
Witness my hand and official stamp or seal, this 7 day of May, 2004.

Leighanne Robnett
Notary Public

My Commission Expires:
2/22/09

[stamp/seal]





Joyce H. Pearson
Register of Deeds
Orange County
North Carolina

State of North Carolina, County of Orange

The foregoing certificate(s) of LEIGHANNE ROBNETT, NOTARY PUBLIC for the Designated Governmental units is/are certified to be correct. See filing certificate herein.

This day May 7, 2004.

Joyce H. Pearson, Register of Deeds

BY: Wendy R. Dixon
Deputy / Assistant Register of Deeds

FILED Joyce H. Pearson
Register of Deeds Orange COUNTY, NC
BY: Deputy Wendy R. [Signature]

DECLARATION OF EASEMENT

Prepared by and return to:
Robert M Love, Love Law
1415 W NC Hwy 54 Ste 124
Durham, NC 27707-5578
State of North Carolina
County of Orange

9885-28-2060
9885-06-7287
9885-06-5689
9885-25-5612 *mab*

THIS DECLARATION OF EASEMENT ("Declaration") is made this 7th day of May, 2004, by **FOX HILL FARM, L.L.C.**, a North Carolina limited liability company ("Declarant");

WITNESSETH THAT:

WHEREAS, Declarant is developing that certain residential subdivision in Orange County, North Carolina, commonly known and referred to as Fox Hill Farm; and

WHEREAS, the overall plan of development for Fox Hill Farm is established by that certain Declaration of Covenants, Conditions and Restrictions for Fox Hill Farm recorded in Book 938, Page 365, as amended from time to time, Orange County Registry (collectively, the "Covenants"); and

WHEREAS, Fox Hill Farm Master Homeowner Association, Inc., a North Carolina nonprofit corporation (the "Association"), has been established with respect to Fox Hill Farm; and

WHEREAS, in order to enhance the appearance of Fox Hill Farm, Declarant has established those certain Fence and Planting Easements Thirty (30) feet in width, running along the western boundary of Fox Hill Farm on the eastern margin of the right-of-way of Baldwin Road, as specifically shown on that certain plat of survey entitled, "Fox Hill Farm Central - Phase 3 Major Subdivision Final Plat," recorded in Plat Book 94, Page(s) 46 & 47, Orange County Registry (collectively "the Easement"), reference to such plat of survey being hereby made for the exact locations and dimensions of the Easement; and

WHEREAS, the purpose of this Declaration is to more clearly define and establish the uses, purposes and maintenance responsibilities of the Easement;

NOW, THEREFORE, Declarant hereby declares that the Easement shall be established for the uses and purposes expressly set forth herein.

1. Uses and Purposes of Easement. Declarant hereby declares, reserves and establishes the Easement for purposes including, but not limited to, locating, constructing or erecting any fence, plantings, other vegetation, lighting and the utility services required to operate such lighting, stone pillars and other appropriate items which may be located therein

as deemed appropriate by Declarant or any party to whom Declarant may specifically assign the right and privilege of locating, constructing or erecting any of the foregoing within the Easement.

2. Maintenance Obligation. After the location, construction or installation by Declarant within the Easement of any of the items set forth in Section 1 above, the Association shall be responsible for all maintenance, repairs, upkeep and expense, including any utility cost, insurance and other costs or expenses associated with the Easement and the improvements located therein. The Association joins in the execution of this Declaration to evidence the agreement and obligation of the Association in accordance with the matters specifically set forth in this paragraph 2.

3. Meaning of Terms. All capitalized terms not otherwise defined herein shall have the same meanings as set forth and defined in the Covenants.

IN TESTIMONY WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized Manager as of the day and year first above written.

FOX HILL FARM, L.L.C.,
a North Carolina limited liability company

By: Catherine C. McGhee (SEAL)
Catherine C. McGhee, Manager

In order to acknowledge its consent to the terms and conditions of this Declaration and its willingness to assume the duties and obligations imposed upon it in this Declaration, Fox Hill Farm Master Homeowner Association, Inc. has joined in the execution hereof as of the day and year above written.

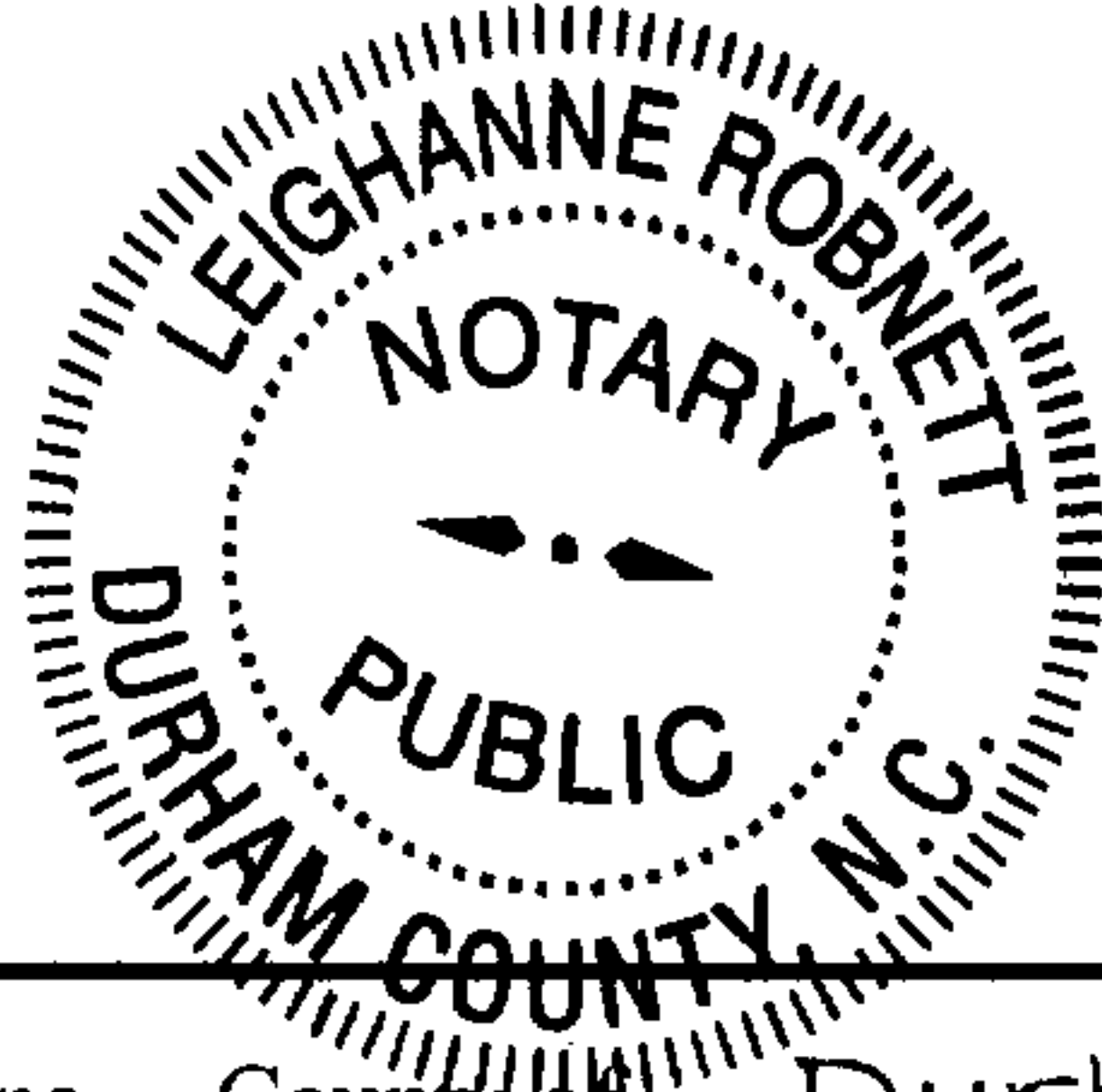
Fox Hill Farm Master Homeowner Association, Inc.,
a North Carolina non-profit corporation

By: Randolph D. Fox (SEAL)
President

State of North Carolina – County of Durham

I, Leighanne Robnett the undersigned Notary Public for Durham County and said State, certify that Catherine C. McGhee, Manager of FOX HILL FARM, L.L.C., a North Carolina limited liability company, personally appeared before me this day and being by me duly sworn, said that she executed the foregoing and annexed instrument for and in behalf of said limited liability company.

Witness my hand and Notarial stamp or seal this 7 day of May, 2004.

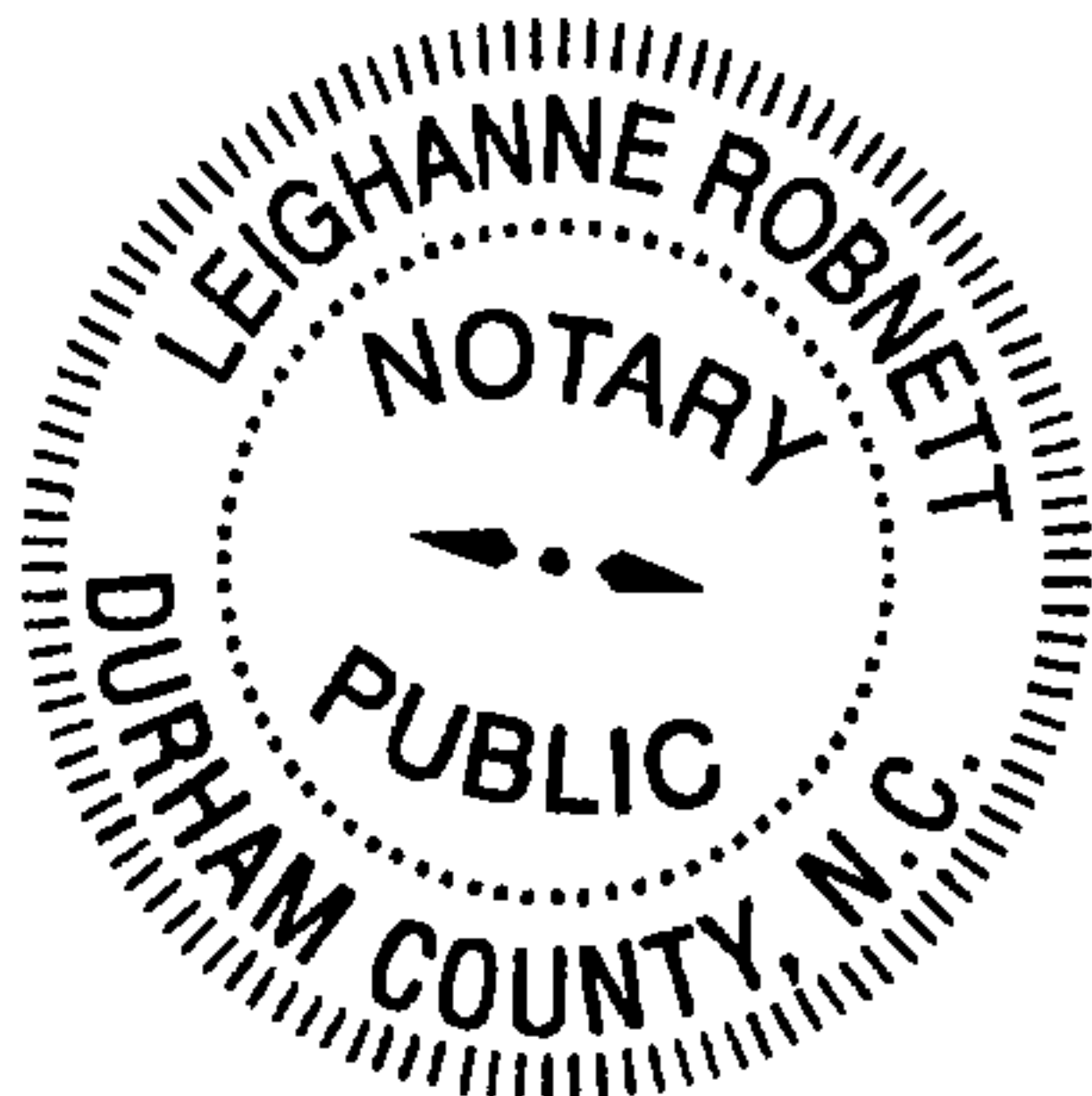


Leighanne Robnett
Notary Public
My Commission Expires 2/22/09

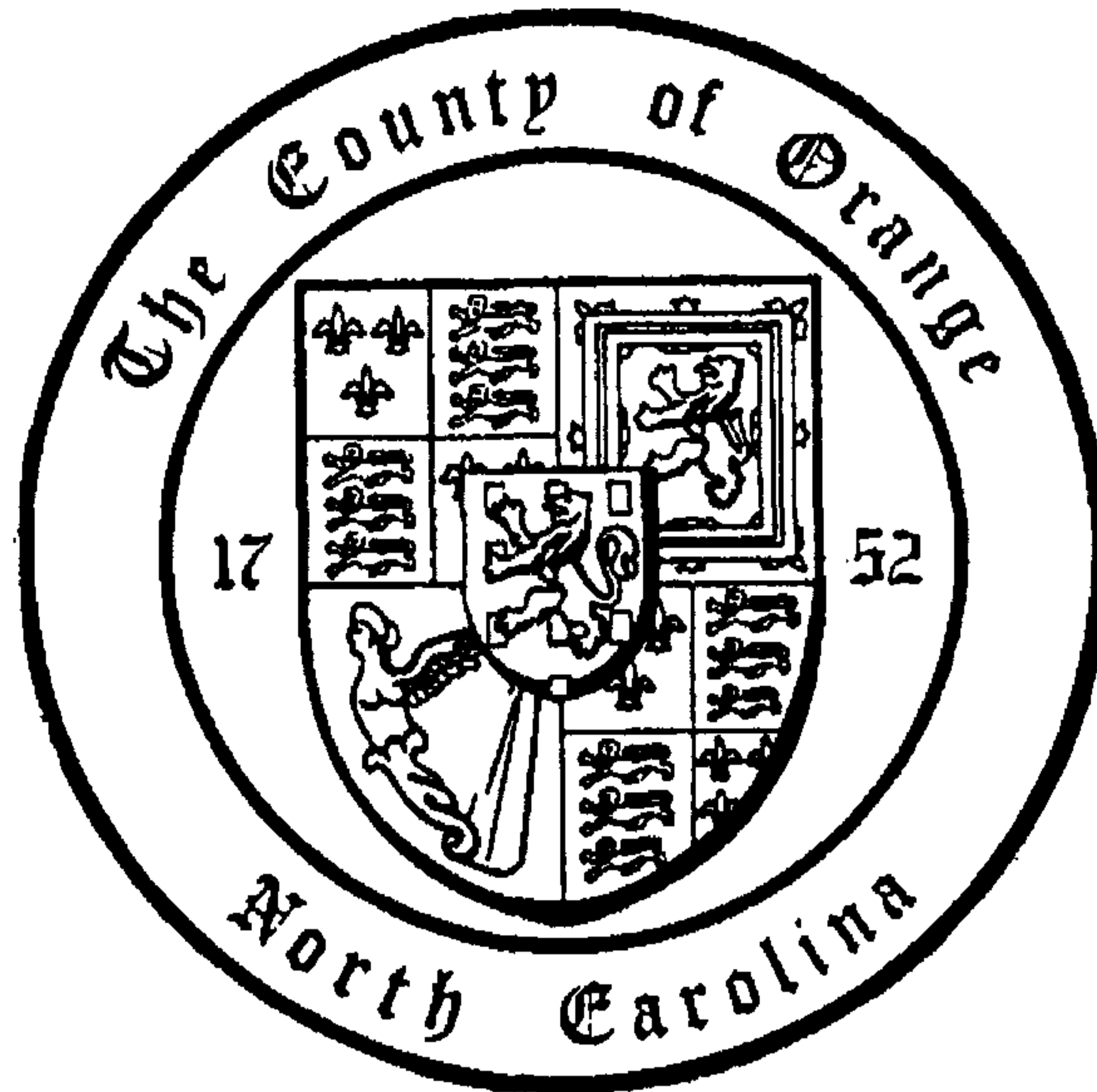
State of North Carolina – County of Durham

I, Leighanne Robnett, the undersigned Notary Public for Durham County and said State, certify that Randolph D. Fox personally came before me this day and acknowledged that he/she is the President of Fox Hill Farm Master Homeowner Association, Inc., a North Carolina non-profit corporation, and that he/she, as President, being authorized to do so and as the act of such entity, executed the foregoing instrument on behalf of the corporation in its name as its act and deed.

Witness my hand and Notarial stamp or seal this 7 day of May, 2004.



Leighanne Robnett
Notary Public
My Commission Expires 2/22/09



Joyce H. Pearson
Register of Deeds
Orange County
North Carolina

State of North Carolina, County of Orange

The foregoing certificate(s) of LEIGHANNE ROBNETT, NOTARY PUBLIC for the Designated Governmental units is/are certified to be correct. See filing certificate herein.

This day May 7, 2004.

Joyce H. Pearson, Register of Deeds

BY: Wendy R. Dixie
Deputy ~~Assistant~~ Register of Deeds