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 Granville County, NC
 Kathy M. Taylor Reg of Deeds
 BK **2019** PG **296-298**

STATE OF NORTH CAROLINA
 COUNTY OF GRANVILLE
 DECLARATION OF POND MAINTENANCE COVENANTS

This DECLARATION is made this 25th day of March, 2025 by JSW Partners, a North Carolina General Partnership ("Declarant")

WHEREAS the Declarant is the owner of those tracts of land as shown on that plat entitled "Exempt Division & Recombination Plat Cannady Mill Farms" dated November 1, 2024, recorded in Plat Book 54 page 97 at the Granville County Registry. Said tracts are shown on the plat as Tract 11 and Tract 12.

WHEREAS a pond ("Pond") is located on Tract 11 and Tract 12

WHEREAS the Declarant wishes to state the responsibilities and privileges of the Owners of Tract 11 and Tract 12 regarding the Pond.

NOW, THEREFORE, the Declarant subjects Tract 11 and Tract 12 to the following covenants:

1. The Owners, and their respective heirs, successors, and assigns, shall keep and maintain the dam of the Pond in good functional repair. All cost and expenses for the maintenance and repair thereof shall be paid at the time of completion of such work and shall be divided and shared equally by the Owners. In the event the Owners are divided as to the necessity of repair of the dam, then either Owner may apply for relief under Uniform Arbitration Act, and all parties hereto, their respective heirs, successors, and assigns, agree to be bounded by the decision of the arbitrator, which decision shall be declared the decision of both of the Owners.

2. For making necessary repairs to the Pond dam, each of the Owners has an easement of ingress, egress, and regress in, to, over, and across the properties of the respective Owners, but only to the extent necessary to make such repairs. The Owners shall always keep and maintain the structure and integrity of the Pond dam in good order and repair and shall not carry on any activity or do any act or thing which may cause damage thereto. In the event – damage is caused to said dam by an act or activity of an Owner, then said Owner causing such damage shall pay the entire cost of the repair to the dam.
3. Each Owner, and his, her, or heirs, successors, and assigns, shall have the right and privilege of use of the entire area located within the perimeter (water's edge) of the Pond. All shorelines of the Pond shall be kept and maintained in a reasonable manner, free of debris. Each Owner shall keep his, her, or their shoreline grassed or suitably planted to prevent erosion. The Pond water shall be kept free of contamination, free of poisonous or hazardous wastes, and in such state shall be safe for animal consumption. In the event any Owner shall carry on any activity or any act or thing which may or does cause contamination of the Pond, then said Owner causing such damage shall immediately remedy the damage at his, her, or their own expense.
4. No Owner, or his, her, or their heirs, successors, and assigns, shall do, or permit to be done, any of the following activities, unless specifically agreed to in writing by a majority of the Owners who share the Pond:
 - a. Seining, netting, or other activity which catches or harvest fish in quantity from the Pond.
 - b. Draining the Pond
 - c. Pumping or otherwise transferring water out of the Pond for any purposes, except in an emergency.
 - d. Permitting fishing from the Pond by the Public.
 - e. Allowing boats with motors to use the Pond.
 - f. Allowing users on the Pond who engage in loud, boisterous, or disruptive activities.

WHEREOF, the Declarant has hereunto set its hand and seal the day and year first above written

Signed -

JSW Partners, G.P.

Julianna O. Wright

Julianna O. Wright
Partner

STATE OF NORTH CAROLINA
COUNTY OF Granville

I the undersigned Notary Public, do hereby certify that Julianna O. Wright, personally appeared before me this day and acknowledged that she is Partner of JSW Partners, a North Carolina Partnership and that by authority duly given, the foregoing instrument was signed by her in the Company name as the act of the Company.

WITNESS my hand and notarial seal-stamp, this the 25 day of March, 2025
My Commission Expires:

7-29-27

Tiffany C. Abbott
Notary Public

