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FEATURED

## Foxfire Council, Residents Discuss Parking Dispute

BY ELENA MARSH || Staff Writer

Apr 25, 2025



Foxfire Village stock photos. Ted Fitzgerald/The Pilot

The Village of Foxfire and two of its oldest homeowners associations were caught in some decades-long confusion regarding parking availability at a set of condominiums along Foxfire Boulevard.

Thursday night, the Foxfire Village Council and representatives from each condo's respective association discussed whether or not the village was responsible for providing parking for the residents.

Two meetings were held that discussed the issue. The first was a work session held by the council. Mayor Janice Gregorich told attendees that, upon further reflection, there would be no decision on the matter of the parking until more research was done on the rights of the residents and the land ownership of the town.

Gregorich's original reason for wanting to remove the parking from the area was due to safety concerns.

"Basically, when the cars don't park all the way in, a safety vehicle, like a fire truck or an ambulance, could have trouble getting by," she said.

Residents understood that concern and expressed they would be more cautious with parking as long as Foxfire didn't take it away.

The two condos, known as Building A and Building C, have existed adjacent to the Foxfire Golf Club since 1972. Foxfire received its town charter in 1977.

Along Foxfire Boulevard are two roads. One is a double lane and the other is one-way with a median in the center. In the early 70s, however, the double-lane road didn't exist, and there were only two one-way roads, one that went along the golf course and the other that abut the condos.

When the condos were built, part of their amenity was proximity to the golf club and views of the 18th green. A parking lot was not a part of the development, and instead, a deeded right was given to bestow "the perpetual right to use Foxfire Boulevard and to park in the space provided therefore between the lands of Foxfire Boulevard," according to documents from 1972.

While the deeded right exists in the deeds for each condo property, the town owns the roads and the median. Without prior knowledge of the deeds and lack of town record on the property, the town sent a letter to the condo owners stating that they would make the median a no-parking zone.

358 REC-102

This instrument drafted by: Brown and Crews, Box 116, Southern Pines, N. C.  
Form CD-1 CORPORATION DEED  
State of NORTH CAROLINA County of MOORE  
Real Estate  
EXCISE TAX  
\$ 43.50

Moore  
This Deed, Made this 28th day of November  
A. D. 1972, by and between FOXFIRE DEVELOPMENT CORPORATION

A corporation organized and existing under and by virtue of the laws of the State of North Carolina with its principal office located etc. in  
at the County of Moore and State of North Carolina  
Party of the first part, and  
JAMES BRUCE FRYE and wife, FRANCES CLARK FRYE of Scotland County,  
North Carolina and JOHN ROBERT FRYE and wife, ANNE ATWATER FRYE

of the County of Fairfield and State of Connecticut  
parties of the second part,

WITNESSETH, That the said party of the first part, in consideration of Ten and no/100  
(\$10.00) Dollars  
to it paid by the parties of the second part, the receipt of which is hereby acknowledged, has  
bargained and sold, and by these presents, doth grant, bargain, sell and convey unto the said  
parties of the second part  
and their heirs, all  
of land, situate, lying and being in Sandyville  
Township, Moore County, State of North Carolina,  
and more particularly described as follows:

Units Nos. C-8 and C-8-A in the multi-unit building known as "Foxfire Condominium C" located on Foxfire Boulevard in Moore County, North Carolina, designated and described as Units Nos. C-8 and C-8-A in the Declaration of Intention to Submit Property to the Provisions of Chapter 47A of the North Carolina General Statutes (the "Declaration") dated July 8, 1971, establishing a plan for condominium ownership of such building and the land on which it is erected (such land being described in the Declaration which is incorporated herein by reference), made by Grantor under the Unit Ownership Act of North Carolina, and recorded in Book 338, Page 63, Moore County Registry, on July 8, 1971; together with a three thirty-sixths (3/36ths) interest in the common areas and facilities declared therein to be appurtenant to said Units.

And, in addition, the perpetual right to use Foxfire Boulevard and to park in the space provided therefor between the lanes of Foxfire Boulevard.

Grantees, by acceptance hereof and by agreement with Grantor hereby expressly assume and agree to be bound by and comply with all of the covenants, terms, provisions, and conditions set forth in the Declaration and the By-Laws and Rules and Regulations made thereunder, including, but not limited to, the obligation to make payment of assessments for the maintenance and operation of the condominium which may be levied against such Units. The Declaration also provides that the Condominium Units shall be used for residential purposes only.

This conveyance is made subject to the following:

1. Real estate taxes for the year 1972 and subsequent years;
2. All of the terms, provisions, conditions, rights, privileges, easements, and liens set forth in the Declaration; and

3. Such covenants, conditions, restrictions, and easements of record, if any, which may now affect the above-described property.

This property was conveyed to Grantor by deed dated March 1, 1967 recorded in Book 298, Page 392, Moore County Registry.

LISTED  
TRANSFER RECORD  
NOV 24 1972  
MOORE COUNTY, N. C.  
TAX SUPERVISOR  
REGISTRATION, NC

TO HAVE AND TO HOLD, the aforesaid  
parcel of land and all privileges and appurtenances thereto, belonging to the said  
parties of the second part, and their

heirs and assigns, to their only use and behoof forever.

And the said party of the first part for itself  
its successors and assigns, covenants with the said parties of the second part/their heirs  
and assigns, that it is seized of said premises in fee, and has right to convey the same in fee simple, that the same are free and clear from all incumbrances, and that it will warrant and defend the said title to the same against the lawful claims of all persons whomsoever, subject, however to those encumbrances and liens above set out.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be hereto affixed and attested by its secretary this day and year first above written.

(Corporate Seal)  
FOXFIRE DEVELOPMENT CORPORATION  
By Joseph N. Donovan President.  
Attch: W. Lyndon Tippet Secretary.

358 REC-103

A copy of an original deed from 1972. In red, a description of the "perpetual right."





“We are writing to you to inform you of a change in the parking regulations on your street, Foxfire Boulevard,” reads the letter sent to condo owners on March 10.

“Due to increased development on Foxfire Boulevard and increased traffic, the Village Council has determined that the street and median will be designated a no-parking zone. If you or your renters are parking vehicles in this area alternative parking arrangements need to be made.”

The letter described a special meeting for Thursday to “answer any questions and finalize the effective date for this change.”

Residents were displeased with the seemingly final say on changes to their parking rights and contacted the Foxfire Village Council. The “increased development” on Foxfire Boulevard can be attributed to three new housing developments, something that the condo owners expressed they had no problem with.



“At this point, we still have people doing research for us on what can and can’t be done,” said Gregorich. “But at this point, we will be doing nothing with this parking situation until we get some firm answers.

“Once that is determined, what I’d like to propose is that we update our ordinances with language specific to this area so that we are all on the same page and we don’t have to revisit this situation in the future.”

*Contact Elena Marsh at (910) 693-2484 or [elena@thepilot.com](mailto:elena@thepilot.com).*

ElenaMarsh