

PREPARED BY AND HOLD FOR: NATHAN M. GARREN.

NORTH CAROLINA

**PROTECTIVE COVENANTS
FOR BRASSFIELD WOODS SUBDIVISION, PHASE III**

GRANVILLE COUNTY

This declaration of protective covenants made this 12th day of February, 2002, by Saad J. Toma, hereinafter called Owner, of Wake County, North Carolina. Angela Toma joins in this declaration for the sole purpose of releasing her marital rights, if any, in the property comprising Brassfield Woods Subdivision, Phase III.

WITNESSETH:

Whereas, Owner is the owner of the real property described below and are desirous of subjecting said real property to the Protective Covenants hereinafter set forth.

Now, therefore, Owner does hereby declare that the following described real property located in Brassfield Township, Granville County, North Carolina is and shall be held, transferred, sold and conveyed subject to the Protective Covenants hereinafter set forth. This real property is described as follows:

Being all of Lots 1 through 65, Brassfield Woods Subdivision, Phase Three, as shown on that plat by Nathan R. Hymiller, Jr., Professional Land Surveyor, consisting of three sheets, dated December 15, 2001, and recorded December 28, 2001 in Plat Book 26, Page 283, Granville County Registry.

All lots will be used for residential purposes only, and each lot shall constitute a building site. No dwelling shall be erected, altered, placed or permitted to remain on any building site other than one detached, single family dwelling not to exceed two and one half stories in height and an attached garage. More than one lot may be used as one building site if approved in writing by Owner, or such other person designated by Owner.

All single floor dwellings shall have a heated, enclosed ground floor area of at least 1200 square feet, not including basements, porches, screened porches, garages, carports or stoops.

All split level or multi-level dwelling (not including two story dwellings) shall have a heated area of at least 1400 square feet, not including basements, porches, screened porches, garages, carports or stoops.

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Delivered to Nathan Garren 2-25-02

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Dwellings of two stories must have a heated, enclosed ground floor area of at least 1500 square feet, not including basements, porches, screened porches, garages, carports or stoops.

No dwelling or other approved structure shall be located on any building site nearer to the front property line (road or street right of way) than 50 feet, and no dwelling shall be located less than 15 feet from any side property line, or less than 25 feet from any rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, PROVIDED, however, that this shall not be construed to permit any portion of a dwelling on a building site to encroach upon another building site.

No dwelling shall be built on or placed on any building site having a width of less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any building site having less than 40,000 square feet except that a dwelling may be erected on all building sites as shown on said recorded plat regardless of width at minimum building setback line or area in square feet.

All dwellings will have brick foundations including front porches, except a front porch may have brick piers which are filled in between piers with 2 inch flat lattice made of vinyl plastic, or fiberglass material white in color or painted to match the exterior paint on the house. All exterior steps shall be brick. No cement or concrete blocks shall appear above ground level. The exterior walls of each dwelling and its garage shall be of stone, stucco, brick, wood, hard board or plank, or vinyl siding. All exterior building surfaces must be harmonious in colors, paint, and materials in relation to the surrounding structures. All residential dwellings shall have a minimum roof pitch of at least 8/12 for the main gable. The same 8/12 pitch shall be required for the garage. Dwellings built with a 9 foot ceiling exterior walls shall have a minimum roof pitch of 7/12 for the main gable. Roofing materials shall be 25 year architectural shingles. Facia boards shall be 8 inches in width and 12 inch boxing on sides and gables. No house shall be constructed on a slab, including concrete slab or slab on another type material. Each dwelling shall have a basement or a crawl space or both. Each house shall have a concrete driveway from the street extending to the street. The apron will be 16 feet at the street tapering to a minimum width of 10 feet. From the apron a concrete driveway at least 10 feet in width shall extend to a concrete parking pad at the side or rear of the house. All walks will be surfaces with either asphalt, concrete, flagstone, brick or similar all weather material.

No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises other than real estate signs. No trade materials or inventories may be stored or regularly parked on the premises. No business activity or trade of any kind shall be conducted on any lot except that an

office may be maintained in a residence if there is not client or customer traffic to the office. Use of property shall comply with all county zoning requirements. No four wheeled or three wheeled off road vehicles may be operated on the streets of the subdivision.

No shelter of a temporary or permanent character such as a mobile home, trailer, basement, tent, shack, garage or barn shall be used on any building site any time as a residence, either temporarily or permanently. No trailer or mobile home shall be placed on any building site covered by these covenants. No inoperable or unlicensed vehicles may be left on any building site.

Basements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot and five feet on each side line unless these are in excess of such distances on the recorded plat, in which case the plat shall control. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. In the event that any owner of two or more adjacent tracts shall prepare plans for the construction of a house on the line separating two or more such tracts, then the easement along this line shall become void.

Owners shall review and approve all improvements and construction proposed on any lot. Declarant, so long as he shall own at least one lot in the subdivision, shall appoint any successor members to the architectural committee. At such time as Declarant shall no longer own a lot in the subdivision, he shall appoint a committee of persons who own lots in the subdivision, who shall thereafter appoint their successors.

In the event that a dwelling does not meet proper set back lines in these restrictive covenants, such violation may be waived by the execution and recording of a waiver signed by the Architectural Committee. Upon the execution and recording of such waiver, said violation shall not thereafter be deemed existing.

No animals, livestock or poultry of any kind shall be raised, bred or kept on building site, except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for any commercial purposes. Household pets shall be limited to three for any one property. Further, owners shall not have any household pets which have a dangerous nature that would threaten other person or persons in the neighborhood. Owners with dogs, cats or other household pets will be responsible for their animals and will insure that they are not a nuisance to other lot owners.

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No lot or portion shall be dedicated or used for a public street.

No lot in the subdivision may be subdivided except as set out in this paragraph. This shall prevent any owner from splitting a lot into two or more lots. However, the property line between two lots may be altered, making one lot larger and the other lot smaller, so long as the smaller lot has at least 40,000 square feet in area and 125 feet of road frontage.

Adequate off street parking shall be provided by the owner of each lot for the parking of automobiles owned by such owner, and owners of lots shall not be permitted to park their automobiles, boats, campers, travel trailers or any other vehicles on the streets in the subdivision. All boats, travel travelers and campers shall be kept behind the owners' residence..

All telephone, electric and other utility lines and connections between the mail utility lines and residence and other buildings location on each building site shall be concealed and located underground so as not be visible.

In order to maintain architectural beauty in this subdivision and to guard against the erection there n of poorly designed or proportioned structures, no building, fence, outside lighting, screen p anting or other improvement shall be erected, placed, altered or allowed to remain on said property, until a complete set of plans for dwelling house showing elevations, type of exterior material to be used, exterior lines, and a general interior plan thereof have been subm tted to and approved in writing by the Architectural Committee, or by such other persons designated by the Architectural Committee. In the event that the person to whom said plans are subm tted fails to approve or disapprove such design within thirty days after said plans have been subm tted fails to approve or disapprove such design within thirty days after said plans have been subm tted to him, or in any event, if no suit to enjoin the erection of such building has been instituted within thirty days of commencement of construction, such approval will not be required, and this covenant will be deemed to have been fully complied with. Those persons reviewing the plans submitted to them shall not be entitled to any compensation for services rendered pursuant to this covenant. Plans must include a plat plan showing location of house, specifications, and design of driveway. A sketch plan showing approximate locations and design will be acceptable All construction, landscaping or other work which has been commenced on any lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any lot, except during such reasonable time period as is necessary for completion. The owner of each lot shall at all times keep contiguous public streets free from dirt, mud garbage, trash or other debris resulting from any such construction on his lot.

The owner of any building site containing an approved dwelling may erect outbuilding thereon provided that he first submits plans and site locations for such outbuildings to the Architectural Committee, or to such persons designated by the Architectural Committee, or

designated otherwise as set forth in preceding paragraph. Such plans shall be approved, or shall be deemed to have been approved as provided in the preceding paragraph.

Each builder shall provide every new home with a uniform color mailbox and post which have been approved by the Architectural Committee. No other type of mailbox or post may be used. It shall be the responsibility of homeowner to replace any broken or damaged mailboxes or posts.

No satellite dish of more than twenty four inches in diameter or any other type of antenna shall be erected on any lot except behind the main structure and such location and design shall be approved according to the requirements of the Architectural Committee.

Whenever a residence is constructed on a lot in the subdivision, at least 50% of the lot is to remain as natural area, with some of this being in the rear of the yard and some in the front of the yard. After the house is constructed, trees may not be removed from the lot except when diseased, damaged due to lightning or windstorm, if less than three inches in diameter at eye level, or upon approval of the Architectural Committee.

These Protective Covenants are subject to being altered, modified, or changed at any time by the Owners so long as they shall own one or more lots in the subdivision; or, when Owners shall no longer own a lot, by the owners of sixty five percent or more of the lots in the subdivision. Such changes shall be in writing signed by Owners, or, if by lot owners, by the necessary number of them, and duly recorded in the proper county registry.

Owners reserve an easement for the entrance signs and entrance landscaping. Included in the rights appurtenant to the landscaping and sign easement are the right to go onto this area; to plant and maintain plantings of bushes, flowers, shrubs, and trees; to install, repair and maintain any type of fencing or other structure; and to repair, replace, and maintain the signs or portions thereof. These rights shall be for the lot owners as well as the Owners.

The developer reserves the right to subject the real property in this subdivision to contract with Carolina Power and Light Company for the installation of street Lighting, which requires a continuing monthly payment to Carolina Power and Light Company by each residential customer.

Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant. Such action may be either one to restrain a violation or to recover damages.

Invalidation of any of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect, and the

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failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not prevent the enforcement of such covenant or covenants in the future.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument in writing signed by a majority of the then owners of the lots has been recorded, said instrument agreeing to change said covenants in whole or in part.
IN WITNESS THEREOF, OWNER has hereunto set its hand and seal, the day and year first written above.

Saad J Toma by Angela
Toma attorney in fact (SEAL)
Saad J. Toma by Angela Toma, his
attorney in fact

Angela Toma (SEAL)
Angela Toma

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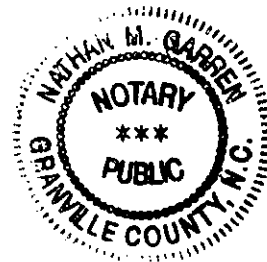
STATE OF NORTH CAROLINA
COUNTY OF Granville

I, Nathan M. Garren, a notary public for the County of Granville and State of North Carolina, do hereby certify that Angela Toma as attorney in fact for Saad J. Toma and for herself personally appeared before me this day, and being duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of herself and the said Saad J. Toma, and her authority to execute and acknowledge said instrument in the behalf of the said Saad J. Toma is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds in the County of Granville, State of North Carolina, on the 10th Day of January, 2002, in Book 885, Page 632 and that this instrument was executed by her on his behalf under and by virtue of the authority given by said instrument granting her power of attorney. I do further certify that she acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of herself and the said Saad J. Toma. Witnessed my hand and official seal, this 13th day of February, 2002.

(SEAL)

Nathan M. Garren
Notary Public

My commission expires: 10/8/02



STATE OF NORTH CAROLINA GRANVILLE COUNTY
The foregoing certificate of Nathan M. Garren
a Notary Public
is certified to be correct. This instrument was presented for
registration and filed in this office in Book 891 Page 301
This 13th day of February 2002 at 12:40 clock P.M.
Register of Deeds Patricia C. Greene
by Barry C. Borch Assistant Deputy