

HOLD FOR: HAROLD E. RUSSELL #167
STATE OF NORTH CAROLINA
COUNTY OF FRANKLIN

DECLARATION OF PROTECTIVE
COVENANTS FOR VILLAGE AT CEDAR
CREEK SUBDIVISION

THAT Satterwhite Construction, Inc., a North Carolina Corporation (the "Declarant") is the owner of a certain tract of land located within Franklin County, North Carolina, said tract of land being subdivided into lots known as Village at Cedar Creek Subdivision (said Lots being herein after referred collectively to as the "Subdivision") and a portion of said tract being more particularly described as follows.

BEING all of Lots 2 through 8 and Lot 100 as shown on plat entitled "Village at Cedar Creek Subdivision", prepared by Robert T. Newcomb & Associates, P.C. and recorded in Plat Book 1999, Page 282, Franklin County Registry.

THAT James Medford Brothers, III is the owner of Lot 1, Village at Cedar Creek as shown on plat recorded in Plat Book 1999, Page 282, Franklin County Registry.

Declarant and James Medford Brothers, III hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of establishing a general scheme for the development of all of the lots in the Subdivision and for the purpose of enhancing and protecting the value, attractiveness and desirability of said lots and which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the property or any part thereof, and which shall inure to the benefit of each owner thereof.

ARTICLE I

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 1.1 Residential Use. All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family residence per lot, which residence may not exceed two and one-half (2 1/2) stories in height (exclusive of basements), and a private garage as provided below.

Section 1.2 Single Family Use. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than three unrelated persons living together as a single housekeeping unit, together with any household servants.

Section 1.3 Garage. Each residence may have a private garage suitable for parking not more than three (3) standard size automobiles, which garage shall conform in design and materials with the main structure, and which shall be attached to the main structure. At the discretion of the Declarant an additional garage may be permitted as a detached building. The size and design of any detached building must be approved by the Architectural Control Committee (Committee).

Section 1.4 Restrictions on Re-subdivision. None of the lots, once subdivided by the Declarant, shall be subdivided into smaller lots. Two or more lots may be recombined and re-subdivided; provided, the number of lots after re-subdivision does not exceed the number of lots prior to re-subdivision.

Section 1.5 Uses Specifically Prohibited.

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character shall be permitted on any lot except that the builder or contractor may have temporary improvements (such as sales office and/or construction trailer) on a given lot during construction of a residence. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected.

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, motorcycle, pick-up truck, camper, travel or other types of trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the Subdivision unless parked in a permitted and approved garage, or screened from view in rear yard as approved by Architectural Control Committee. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

(c) Trucks with tonnage in excess of one and one-half tons and any vehicle with painted advertisement shall not be permitted to park overnight within the Subdivision, unless parked behind the front building set back line, specifically excepting those (i) used by a builder during the construction of improvements, and (ii) trucks parked inside a permitted garage.

(d) No vehicle of any size which transports inflammatory or explosive cargo may be kept in the Subdivision at any time

(e) No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of North Carolina.

(f) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building shall be used on any property at any time as a dwelling house.

(g) No animals, livestock or poultry of any kind shall be raised, bred or kept on any property in the Subdivision. Animals are not to be raised, bred, or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises cows, or any other animals that may interfere with the quietude, health or safety of the community. However, dogs, cats, and other household pets may be kept for the purpose of providing companionship for the private family, so long as they are not raised, bred, or maintained for commercial purposes or for food. No more than four (4) of any combination of such household pets will be permitted on each lot. No dog houses, fences, or runs will be permitted on any lot. Domestic pets shall not be allowed to run loose at any time. The owner of any pet shall immediately remove excrement deposited by his/her pet upon the public streets or other lots in the Subdivision. It is the responsibility of each homeowner to keep his/her own lot clean and free of pet debris. Habitual barking, howling, yelping, or otherwise noisy pets will be deemed a nuisance and not tolerated. All animals must be properly tagged for identification.

(h) No lot or other area in the Subdivision shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including without limitation, broken or rusty equipment, disassembled or inoperative cars and

discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers; said containers shall be kept in the rear of the building or shall be kept in the side of the building in an enclosed area and in both cases shall not be visible from the front line or side street line of the lot. All equipment for the storage or other disposal of such material shall be kept in a clean and sanitary condition. Materials incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay

(i) No garage, garage house or other out-building (except for sales offices and construction trailers during the construction period) shall be occupied by any owner, tenant or other person prior to the erection of a residence.

(j) No air conditioning apparatus shall be installed on the ground in front of a residence. No air conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

(k) No antennas, discs or other equipment for receiving or sending sound or video messages shall be permitted in this Subdivision unless previously approved in writing by the Committee relative to properly screening of the same in accordance with the criteria established by the Committee. Notwithstanding the above, antennas for AM or FM radio reception and UHF and VHF television reception may be located in the Subdivision provided all such permitted antennas shall be properly screened as set forth above or located inside the attic of the main residential structure, or as otherwise approved by the Committee.

(l) No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind unless said use is approved by the appropriate local governmental authority. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes.

(m) No noxious or offensive activity shall be undertaken within the Subdivision, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood.

(n) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner

lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a private driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(o) No building previously constructed elsewhere shall be moved onto any lot, it being the intention that only new construction be placed and erected thereon. No greenhouse, gazebo, storage building or other out-building shall be constructed on any lot (except for sales offices and construction trailers during the construction period) unless previously approved by the Committee.

(p) Within easements on each lot, no structures, planting or materials shall be placed or permitted to remain in which may damage or interfere with the installation and maintenance of utilities and drainage facilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels. The provision shall not prohibit the construction of driveways within the easement areas.

(q) The general grading, slope and drainage plan of a lot may not be altered without the approval of the appropriate agencies having authority to grant such approval.

(r) No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet placed in the yard of a detached single family lot advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period. Declarant or its agents shall have the right to remove any sign, billboard or the advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass, conversion or any other liability in connection with such removal.

(s) The outdoor drying of clothes and the erection of outdoor clothes lines or similar devices in the Subdivision is prohibited

(t) Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything shall be permitted within the Subdivision.

Section 1.6 Minimum Floor Area. The total living area of the main residential structure, as measured to the inside of exterior walls but exclusive of open porches, garages, patios and permitted detached accessory buildings, shall be not less than 1,050 square feet for a one story, 1200 square feet for a one and one-half story detached dwelling, and 1,300 square feet for a two or two and one-half story detached dwelling. Declarant reserves the right to waive in writing any minor violation of this Article of this Declaration. For the purposes of this Article, any violation hereof which does not exceed 10% shall be considered a Minor violation.

Section 1.7 Side Line and Front Line Setback.

Restrictions. No dwelling shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum setback lines shown on any recorded plat or as required by the appropriate governmental authority.

Section 1.8 Fences and Walls. No fence or wall (excluding house walls) shall be constructed on any lot except with prior written approval by the Committee. Any fence or wall must be constructed of oiled, stained or painted wood and according to specifications provided by the Committee. Chain link fences are not permitted except with express written consent of the Committee. A to-scale drawing and evaluation of the fence or wall must be provided to the Committee for its approval. No fence or wall shall be permitted to extend nearer to any street than the minimum building line of any residence. Fences or walls erected by Declarant shall become the property of the owner of the lot on which the same are erected and, as such, shall be maintained and repaired by such owner except as provided in Article III. No portion of any fence shall be greater than six (6) feet in height unless previously approved in writing by the Committee.

Section 1.9 Sidewalks. All sidewalks shall conform to the appropriate governmental authority, FHA and VA specifications and regulations.

Section 1.10 Mailboxes. Mailboxes shall be constructed of a material and design approved by the Committee.

Section 1.11 Subdivision Entrance. It is understood that the Subdivision will have an entrance which will be constructed and landscaped initially by the Declarant. Each and every owner of a Lot agrees to pay a pro-rata share of the combined maintenance and repairs of said entrance.

The foregoing Declaration is hereby executed by the Declarant and James Medford Brothers, III this 16th day of August, 1999.



Satterwhite Construction, Inc.

By: [Signature]
Jesse Satterwhite, President

[Signature]
James Medford Brothers, III

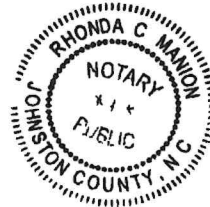
NORTH CAROLINA
JOHNSTON COUNTY

I, Rhonda C. Manion, a Notary Public for said County and State, certify that Carlene Starns personally appeared before me this day and acknowledged that she is Asst Secretary of Satterwhite Construction, Inc., a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by Carlene Starns as its Asst Secretary, Witness my hand and official seal, this 16th day of August, 1999.

(Official Seal)

Rhonda C. Manion
Notary Public

My Commission Expires: 6-19-2000
Declaration of Covenants Roseington DOC

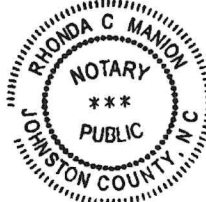


NORTH CAROLINA
JOHNSTON COUNTY

I, Rhonda C. Manion a Notary Public of the County and State aforesaid, do hereby certify that James Medford Brothers, III, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial stamp or seal, this 16th day of August, 1999.

Rhonda C. Manion
Notary Public



(SEAL)

My Commission Expires: 6-19-2000

STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of Rhonda C. Manion

Notary(y) (ies) Public,

is/are certified to be correct

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Franklin County, N.C., in Book 1151, Page(s) 317-324

This 16th day of AUGUST, A.D., 19 99, at 12:30 o'clock P. M.

KAY S. HUNT, REGISTER OF DEEDS

By

Carolyn Colley
Asst. Deputy Register of Deeds