

This instrument was prepared by:
Cedar Creek Land Co., LLC

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NORTH CAROLINA
GRANVILLE COUNTY

PROTECTIVE COVENANTS FOR
BROOKHAVEN

THIS DECLARATION OF COVENANTS, established this the 2nd day
of August, 2001, by Cedar Creek Land Co., L.L.C., a Virginia Limited
Liability Company, (hereinafter referred to as Developer).

WITNESSETH:

That whereas the Developer is the owner of certain lands more particularly
described in Deed Book 0863, Page 0777, and Deed Book _____, Page _____, Granville
County Registry, and whereas the Developer intends to subdivide the lands so conveyed
to the covenants contained herein for the benefit of all of the lots in the Subdivision owned
by the Developer;

NOW, THEREFORE, in order that the lands herein described shall be developed
and used in a manner calculated to promote the highest and best value and enjoyment
thereof, the Developer does hereby declare and place the following restrictions upon the
use and occupancy of said lands.

ARTICLE I

The lands to which these Protective Covenants shall apply are described as
follows:

Being all of those certain lots known as BROOKHAVEN as is more particularly
shown on plat, of record in Plat Book 26, Page 157, and Plat Cabinet _____, Page _____
Granville County Registry, and which is a part of those lands described in Deed Book
0863, Page 0777, Granville County Registry.

(1)

main: Clerk's office, PA, P.O. Box 1008, Asheville, NC 28803 9/30/01

ARTICLE II

All lots shall be used for single family residential, recreational, horticultural or agricultural purposes only.

ARTICLE III

No singlewide mobile homes are allowed. Stickbuilt, modular and double-wide mobile homes are allowed, but shall be no more than 7 years old at the time of installation. A permanent foundation of brick masonry is required. This requirement may be waived by Developer if it is determined that such home is sufficiently compatible in design and appearance with other housing in the subdivision.

ARTICLE IV

No lot shall be used for the dumping of trash or waste.

ARTICLE V

No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

ARTICLE VI

No swine, kennels, commercial poultry or chicken houses of any kind shall be allowed on any lot. Horses and cattle are allowed. This shall not prevent the keeping of normal household pets under normal residential conditions.

ARTICLE VII

There shall not be located on any lot more than one (1) unlicensed vehicle. No commercial automotive repair shall be allowed on any lot.

ARTICLE VIII

There shall be no vehicular parking allowed along the road right-of-ways. This

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restriction includes, but is not limited to, automobiles, boats and utility trailers.

ARTICLE IX

All driveways and drainage pipes located and installed on the aforementioned lots shall comply with the standards and specifications of the North Carolina Department of Transportation.

ARTICLE X

These restrictions shall operate as covenants running with the land for the benefit of any and all person who may now own or who may hereinafter own any lot located in Brookhaven Subdivision and all such persons are specifically given the right to enforce these restrictions, and any such person shall also be entitled to recover from the offender any damages suffered from violations of these restrictions.

ARTICLE XI

These restrictions or any changes therein shall run with the land and shall be binding on all lot owners, their successors and assigns and any persons claiming under the owners until July 1, 2015. These restrictions shall automatically renew for ten (10) periods thereafter until such time as the lot owners by a two-thirds (2/3rds) vote agree to terminate said restrictions.

ARTICLE XII

The invalidation of any portion of these restrictions and covenants by judgment, court order, state law, federal law or local law, shall in no way affect any of the other provisions contained herein, and those other provisions shall be severed from the invalidated portion and shall remain in full force and effect.

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IN TESTIMONY WHEREOF, the Developer does hereby bind itself, its successors and assigns, to the full performance of the above Covenants and Agreements, and does hereby set its hand and seal the day and year first above written.

CEDAR CREEK LAND CO., L.L.C.,
Virginia Limited Liability Company

By: [Signature] (SEAL)
a Manager

STATE OF NORTH CAROLINA
COUNTY OF PERSON

I, Georgiana L. Stone a Notary Public of the county of Person and state aforesaid, do hereby certify that on this day personally appeared before me Joseph D. Maillet, a Manager of Cedar Creek Land Co., L.L.C., a Virginia Limited Liability Company, and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and notarial seal, this the 2nd day of August, 2005.

Georgiana L. Stone
Notary Public

My Commission Expires: August 1, 2005

STATE OF NORTH CAROLINA GRANVILLE COUNTY

The foregoing certificate of Georgiana L. Stone a Notary Public is certified to be correct. This instrument was presented for registration and filed in this office in Book 866 Page 420. This 28th day of August 2005 at 11:00 o'clock AM.
Register of Deeds Kathryn Crews Awerdt
by GARY B. SHARP Assistant Deputy