

**NORTH CAROLINA REAL ESTATE COMMISSION****Residential Property And Owners'
Association Disclosure Statement****Protecting the Public Interest in Real Estate Brokerage Transactions**

Property Address/Description: 25 Beechnut Ct, Franklinton, NC, 27525

Owner's Name(s): Opendoor Property Trust I

North Carolina law N.C.G.S. 47E requires residential property owners to complete this Disclosure Statement and provide it to the buyer prior to any offer to purchase. There are limited exemptions for completing the form, such as new home construction that has never been occupied. Owners are advised to seek legal advice if they believe they are entitled to one of the limited exemptions contained in N.C.G.S. 47E-2.

An owner is required to provide a response to every question by selecting Yes (Y), No (N), No Representation (NR), or Not Applicable (NA). An owner is not required to disclose any of the material facts that have a NR option, even if they have knowledge of them. However, failure to disclose latent (hidden) defects may result in civil liability. The disclosures made in this Disclosure Statement are those of the owner(s), not the owner's broker.

- If an owner selects Y or N, the owner is only obligated to disclose information about which they have actual knowledge. If an owner selects Y in response to any question about a problem, the owner must provide a written explanation or attach a report from an attorney, engineer, contractor, pest control operator, or other expert or public agency describing it.
- If an owner selects N, the owner has no actual knowledge of the topic of the question, including any problem. If the owner selects N and the owner knows there is a problem or that the owner's answer is not correct, the owner may be liable for making an intentional misstatement.
- If an owner selects NR, it could mean that the owner (1) has knowledge of an issue and chooses not to disclose it; or (2) simply does not know.
- If an owner selects NA, it means the property does not contain a particular item or feature.

For purposes of completing this Disclosure Statement: **"Dwelling"** means any structure intended for human habitation, **"Property"** means any structure intended for human habitation and the tract of land, and **"Not Applicable"** means the item does not apply to the property or exist on the property.

OWNERS: The owner must give a completed and signed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase property. If the owner does not, the buyer can, under certain conditions, cancel any resulting contract. An owner is responsible for completing and delivering the Disclosure Statement to the buyer even if the owner is represented in the sale of the property by a licensed real estate broker and the broker must disclose any material facts about the property that the broker knows or reasonably should know, regardless of the owner's response.

The owner should keep a copy signed by the buyer for their records. If something happens to make the Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), the owner must promptly give the buyer an updated Disclosure Statement or correct the problem. Note that some issues, even if repaired, such as structural issues and fire damage, remain material facts and must be disclosed

by a broker even after repairs are made.

BUYERS: The owner's responses contained in this Disclosure Statement are not a warranty and should not be a substitute for conducting a careful and independent evaluation of the property. **Buyers are strongly encouraged to:**

- Carefully review the entire Disclosure Statement.
- Obtain their own inspections from a licensed home inspector and/or other professional.

DO NOT assume that an answer of N or NR is a guarantee of no defect. If an owner selects N, that means the owner has no actual knowledge of any defects. It does not mean that a defect does not exist. If an owner selects NR, it could mean the owner (1) has knowledge of an issue and chooses not to disclose it, or (2) simply does not know.

BROKERS: A licensed real estate broker shall furnish their seller-client with a Disclosure Statement for the seller to complete in connection with the transaction. A broker shall obtain a completed copy of the Disclosure Statement and provide it to their buyer-client to review and sign. All brokers shall (1) review the completed Disclosure Statement to ensure the seller responded to all questions, (2) take reasonable steps to disclose material facts about the property that the broker knows or reasonably should know regardless of the owner's responses or representations, and (3) explain to the buyer that this Disclosure Statement does not replace an inspection and encourage the buyer to protect their interests by having the property fully examined to the buyer's satisfaction.

- **Brokers are NOT permitted to complete this Disclosure Statement on behalf of their seller-clients.**
- Brokers who own the property may select NR in this Disclosure Statement but are obligated to disclose material facts they know or reasonably should know about the property.

Buyer Initials _____ Owner Initials BB
 Buyer Initials _____ Owner Initials _____

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SECTION A. STRUCTURE/FLOORS/WALLS/CEILING/WINDOW/ROOF

	Yes	No	NR																																																																										
A1. Is the property currently owner-occupied? Date owner acquired the property: <u>06/16/2026</u> If not owner-occupied, how long has it been since the owner occupied the property? <u>2026-06-16</u>	☐	☒	☐																																																																										
A2. In what year was the dwelling constructed? <u>2025</u>			☒																																																																										
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?	☐	☐	☒																																																																										
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply) ☐ Brick Veneer ☒ Vinyl ☐ Stone ☐ Fiber Cement ☐ Synthetic Stucco ☐ Composition/Hardboard ☐ Concrete ☐ Aluminum ☐ Wood ☐ Asbestos ☐ Other _____			☐																																																																										
A5. In what year was the dwelling's roof covering installed? <u>2025</u>			☐																																																																										
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?	☐	☒	☐																																																																										
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?	☐	☒	☐																																																																										
A8. Is there an infestation present in the dwelling or damage from past infestations of wood destroying insects or organisms that has not been repaired?	☐	☒	☐																																																																										
A9. Is there a problem, malfunction, or defect with the dwelling's:																																																																													
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Explanations for questions in Section A (identify the specific question for each explanation):

Per work order, general pest treatment performed and bee hive removed. Per work order, shed directly behind the house demolished and removed. Per work order, tree removed and stump ground. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property where applicable as noted.

Any windows with possible blown seals to convey in current (as is) condition. Any fireplace conveys in current (as is) condition. Seller to make no repairs.

SECTION B. HVAC/ELECTRICAL

B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?	☐	☒	☐
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?	☐	☒	☐
B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture) ☐ Furnace [____ # of units] Year: ____ ☒ Heat Pump [____ # of units] Year: <u>2025</u> ☐ Baseboard [____ # of bedrooms with units] Year: ____ ☐ Other: <u>Central HVAC</u> Year: ____			☐

Buyer Initials _____ Owner Initials BB
 Buyer Initials _____ Owner Initials _____

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Yes No NR

B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture)

☒ Central Forced Air: Split system Year: 2025 ☐ Wall/Windows Unit(s): _____ Year: _____
☐ Other: _____ Year: _____

☐

B5. What is the dwelling's fuel source? (Check all that apply)

☒ Electricity ☐ Natural Gas ☐ Solar ☐ Propane ☐ Oil ☐ Other: _____

☐

Explanations for questions in Section B (identify the specific question for each explanation):

SECTION C. PLUMBING/WATER SUPPLY/SEWER/SEPTIC

Yes No NR

C1. What is the dwelling's water supply source? (Check all that apply)

☐ City/County ☐ Shared well ☐ Community System ☒ Private well ☐ Other: _____

☐

If the dwelling's water supply source is supplied by a private well, identify whether the private well has been tested for: (Check all that apply).

☒ Quality ☐ Pressure ☐ Quantity

If the dwelling's water source is supplied by a private well, what was the date of the last water quality/quantity test? _____

ownership, tested for safety. Date not provided. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information r

C2. The dwelling's water pipes are made of what type of material? (Check all that apply)

☐ Copper ☐ Galvanized ☒ Plastic ☐ Polybutylene ☐ Other: _____

☐

C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture) ☐ Gas: _____ ☒ Electric: _____ ☐ Solar: _____ ☐ Other: _____

C4. What is the dwelling's sewage disposal system? (Check all that apply)

☐ Septic tank with pump ☐ community system ☒ Septic tank ☐ Drip system
☐ Connected to City/County System ☐ City/County system available ☐ Other: _____

☐

☐ Straight pipe (wastewater does not go into a septic or other sewer system) *Note: Use of this type of system violates State Law.

If the dwelling is serviced by a septic system, how many bedrooms are allowed by the septic system permit? Unknown ☐ No Records Available

Date the septic system was last pumped: Unknown

C5. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR
Septic system	☐	☐	☒	☐
Sewer system	☒	☐	☐	☐

	NA	Yes	No	NR
Plumbing system (pipes, fixtures, water heater, etc.)	☐	☐	☒	☐
Water supply (water quality, quantity, or pressure)	☐	☐	☒	☐

Explanations for questions in Section C (identify the specific question for each explanation):

Per work order, kitchen sink replaced with new supply and drain lines. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property where applicable as noted.

Buyer Initials _____ Owner Initials BB
Buyer Initials _____ Owner Initials _____

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SECTION D. FIXTURES/APPLIANCES

D1. Is the dwelling equipped with an elevator system?

If yes, when was it last inspected? _____

Date of last maintenance service: _____

Yes ☐ No ☐ NR ☒

D2. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR
Attic fan, exhaust fan, ceiling fan	☒	☐	☐	☐	Irrigation system	☒	☐	☐	☐	Sump pump	☒	☐	☐	☐	Garage Door system	☒	☐	☐	☐
Elevator system or component	☒	☐	☐	☐	Pool/hot tub /spa	☒	☐	☐	☐	Gas logs	☒	☐	☐	☐	Security system	☒	☐	☐	☐
Appliances to be conveyed	☐	☐	☐	☒	TV cable wiring or satellite dish	☒	☐	☐	☐	Central vacuum	☒	☐	☐	☐	Other:	☐	☐	☒	☐

Explanations for questions in Section D (identify the specific question for each explanation):

SECTION E. LAND/ZONING

E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?

Yes ☐ No ☐ NR ☒

E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)

☐ ☐ ☒

E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements)?

☐ ☐ ☒

E4. Is the property subject to any utility or other easements, shared driveways, party walls, encroachments from or on adjacent property, or other land use restrictions?

☐ ☐ ☒

E5. Does the property abut or adjoin any private road(s) or street(s)?

☐ ☐ ☒

E6. If there is a private road or street adjoining the property, are there any owners' association or maintenance agreements dealing with the maintenance of the road or street? ☒ NA

☐ ☐ ☒

Explanations for questions in Section E (identify the specific question for each explanation):

SECTION F. ENVIRONMENTAL/FLOODING

F1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) that exceed government safety standards located on or which otherwise affect the property?

Yes ☐ No ☒ NR ☐

Buyer Initials _____ Owner Initials **BB**
 Buyer Initials _____ Owner Initials _____

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	Yes	No	NR
F2. Is there an environmental monitoring or mitigation device or system located on the property?	☐	☐	☒
F3. Is there debris (whether buried or covered), an underground storage tank, or an environmentally hazardous condition (such as contaminated soil or water or other environmental contamination) located on or which otherwise affect the property?	☐	☒	☐
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?	☐	☒	☐
F5. Is the property located in a federal or other designated flood hazard zone?	☐	☒	☐
F6. Has the property experienced damage due to flooding, water seepage, or pooled water attributable to a natural event such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?	☐	☒	☐
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?	☐	☒	☐
F8. Is there a current flood insurance policy covering the property?	☐	☒	☐
F9. Have you received assistance from FEMA, U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the property?	☐	☒	☐
F10. Is there a flood or FEMA elevation certificate for the property?	☐	☒	☐

NOTE: An existing flood insurance policy may be assignable to a buyer at a lesser premium than a new policy. For properties that have received disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain flood insurance can result in an owner being ineligible for future assistance.

Explanations for questions in Section F (identify the specific question for each explanation):

SECTION G. MISCELLANEOUS

	Yes	No	NR
G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?	☐	☐	☒
G2. Is the property subject to a lease or rental agreement?	☐	☒	☐
G3. Is the property subject to covenants, conditions, or restrictions or to governing documents separate from an owners' association that impose various mandatory covenants, conditions, and or restrictions upon the lot or unit?	☒	☐	☐

Explanations for question in Section G (identify the specific question for each explanation):

Property is subject to CCRs.

Buyer Initials _____ Owner Initials BB
 Buyer Initials _____ Owner Initials _____

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SECTION H.
OWNERS' ASSOCIATION DISCLOSURE

If you answer 'Yes' to question H1, you must complete the remaining questions in Section H. If you answered 'No' or 'No Representation' to question H1, you do not need to answer the remaining questions in Section H.

	Yes	No	NR
H1. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments? If "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]: a. (specify name) <u>NR</u> whose regular assessments ("dues") are \$ <u>NR</u> per _____. The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____ b. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address, telephone number, and website of the president of the owners' association or the association manager are: <u>NR</u> c. Are there any changes to dues, fees, or special assessment which have been duly approved and to which the lot is subject? If "yes," state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____	☐	☒	☐

H2. Is there any fee charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner? If "yes," state the amount of the fees: <u>NR</u>	☐	☒	☐
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H3. Is there any unsatisfied judgment against, pending lawsuit, or existing or alleged violation of the association's governing documents involving the property? If "yes," state the nature of each pending lawsuit, unsatisfied judgment, or existing or alleged violation: _____	☐	☒	☐
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H4. Is there any unsatisfied judgment or pending lawsuits against the association? If "yes," state the nature of each unsatisfied judgment or pending lawsuit: _____	☐	☒	☐
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Explanations for questions in Section H (identify the specific question for each explanation):

Although public record indicates that the property does not have an active or mandatory HOA, it does not mean that the property is not subject to the outlined in H1)

NR

Owner(s) acknowledge(s) having reviewed this Disclosure Statement before signing and that all information is true and correct to the best of their knowledge as of the date signed.

Owner Signature: Brad Bonney Opendoor Property Trust I Date 08/31/2026
Owner Signature: _____ Date _____

Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have reviewed it before signing.

Buyer Signature: _____ Date _____
Buyer Signature: _____ Date _____

**Restrictive Covenants
Stonefield Subdivision, Phase II**

FILED: FOR REGISTRATION	
DATE:	December 12, 2000
TIME:	11:35 A.M.
BOOK:	1196
PAGE:	479-485

**NORTH CAROLINA
FRANKLIN COUNTY****RESTRICTIVE COVENANTS FOR
STONEFIELD SUBDIVISION
PHASE II****KNOW ALL MEN BY THESE PRESENT**

WHEREAS, Developer of the real property described below are desirous of revising and amending all Protective Covenants of record related to said property, Whereas the owners and developers hereby revoke all prior covenants of record related to said property and desire that these 4th revised and amended restrictive covenants control, Further, all of the undersigned own all interests in said property

That Edward S Mitchell and wife, Amy G Mitchell, owners and developers of the hereinafter described lands to be known as Stonefield Subdivision, Phase II (hereinafter occasionally referred to as "Grantor") do hereby covenant and agree to and will all persons, firms, and corporations which may hereafter purchase, acquire, or lease any lot or parcel of land included in the property hereinafter described that the following restrictive covenants shall be applicable to said property during the term hereinafter set forth

See attached Exhibit A for a full description said Exhibit A being incorporated by reference herein as if fully set forth,

- 1 The purpose of these covenants is to provide a uniform plan of development for the subdivision and to enhance the value of each lot therein These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2036, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of those persons then owning a majority of said lots agree to change said covenants in whole or in part
- 2 If the parties hereto, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision as shown on said plat to presecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so, or to recover damages for such violations
- 3 Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect

**Restrictive Covenants
Stonefield Subdivision, Phase II**

- 4 All lots in said subdivision as shown on said plat shall be known, used, and described as residential lots only and no part of said lots shall be used for any type of business or store. No structure shall be erected, altered, placed or permitted to remain on any lot other than a detached single-family dwelling, except on storage building which is of the same or similar construction as the residence located on said lot.
- 5 None of the lots as shown on said recorded plat shall be re-subdivided so as to create any additional building lots. Where a residence has been erected on a plot consisting of two or more lots, none of the said lots shall thereafter be sold separately if such sale would result in a violation of paragraph 9 below.
- 6 No trade or business and no noxious or offensive activities shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. However, a lot owner shall be able to have a small business office within his or her residential dwelling if such office and related business will not create an annoyance or nuisance to the neighborhood.
- 7 No trailer, basement, tent, shack, garage, or other out-building erected on these residential lots shall be at any time used as a residence, temporarily or permanently, nor shall any residence be moved onto a building plot in the subdivision.
- 8 All single story and ranch dwellings shall have a minimum of 1200 square feet of heated area. All one and one-half story dwellings shall have a minimum heated area of 1300 square feet. All two-story dwellings shall have a minimum heated area of 1350 square feet. In computing the amount of heated area, porches, breeze-ways, steps, garages, carports, basements, and walk-up attics shall not be included.
- 9 All homes constructed shall be at least fifty (50) feet from the front property line and shall be located no closer than fifteen (15) feet from the side property line and twenty-five (25) feet from the rear property line. Corner lot requirements shall conform to a fifty (50) foot setback on the front and a thirty (30) foot setback on the side closest to the intersecting street.
- 10 Grantor, being the owner and developer herein named, shall have the right to waive minor violations of these restrictive covenants, vis a vis setbacks and minimum square footage of residential dwellings. A minor violation shall be defined as a variance of ten percent (10%) or less from the stated setback or minimum square footage requirements herein.

**Restrictive Covenants
Stonefield Subdivision, Phase II**

- 11 No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the sale of subdivision lots shall not be prohibited
- 12 No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be placed or stored in an area that cannot be seen from the street. There shall be no burning of trash in the subdivision. Garbage and refuse must be picked up and disposed of at least once a week.
- 13 Grass and weeds are to be kept down on all vacant lots to prevent an unsightly and unsanitary condition. This is an obligation of the owner of the lot or lots and is to be done at his expense.
- 14 All homes constructed in this subdivision shall be principally of brick, stone, stucco, wood siding, vinyl or similar high quality material. No cement or cinder blocks shall appear above ground level. Foundations should be of brick veneer finish.
- 15 The Grantor reserves an easement of ten (10) feet in width along the rear property line and five (5) feet along the side property line and of each and every lot for present and future utility needs such as telephone, electricity, water, sewer, gas lines or drainage. Any easements which have heretofore been granted by the Grantor or shown on any recorded plat are also reserved.
- 16 No building, fence, sidewalk, wall, drive or other structure or improvements (including swimming pools), shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color and finish plot plans (showing the proposed location of such building or structure, drives and parking areas) and construction schedule have been approved in writing by the Grantor, their survivor, heirs, assigns or duly-appointed agent (hereinafter referred to collectively as "grantor"). Refusal and approval of plans, location, specifications and color schemes may be based by the Grantor upon any grounds, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the grantor, shall seem sufficient. No alteration may be made in such plans after approval except and with the written consent of the Grantor or their agent. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Grantor or their agent. One copy of all plans, specifications, and related data shall be furnished to the Grantor for their records.

**Restrictive Covenants
Stonefield Subdivision, Phase II**

- 17 All driveways will be paved with concrete for a minimum distance of twelve (12) feet, extending from the paved portion of the existing roadway onto the lot. All walks will be surfaced with either asphalt, concrete, flagstone, brick, or similar all-weather material. Each drive and walk must be approved pursuant to paragraph 16 above.
- 18 No automobiles or trucks without valid up-to-date license plates shall be permitted upon said premises unless said automobiles or trucks are kept in an enclosed storage area to the rear of any dwelling, it being the intent of this covenant to prevent unused or abandoned vehicles upon any building lot and to prevent the unsightliness of same. Moreover, the parking of any tractor-trailer rigs and dump trucks on or in front of any dwelling in the subdivision is prohibited. Absolutely no vehicles, boats or other type of personal property shall be placed in front of the residence with a "For Sale" sign upon it or any other such sign or information which might indicate that the property is for sale.
- 19 The property owners may erect in their yards, lamp posts or poles not to exceed eight (8) feet in height, which lamp posts or poles shall be used exclusively for lighting of the premises, and for no other purpose whatsoever. Nothing in this paragraph, however, shall prohibit the erection of security lights on the premises when installed and maintained by a public utility.
- 20 Nothing herein shall restrict or prevent the Grantor, their heirs, successors or assigns, from using any of the said lots as an access easement to and from Stonefield Subdivision Phase I, and any extension of Stonefield Subdivision Phase II or any adjoining subdivisions hereinafter created.
- 21 During construction of the dwelling or during construction of any other approved structures, any damage, including mud clots and debris, caused by such construction must immediately be cleaned up or repaired by the party causing it. During construction, each lot owner shall have a gravel area of at least thirty (30) feet in length leading from the street, as the entrance to the lot, in order to prevent mud and other debris from being tracked onto the street. The cost of repairs for damages to the street or to other properties of the development caused by the owner or his contractors or suppliers shall be paid by the owner. The owner shall also be responsible for re-landscaping the front of any lot damaged during construction.
- 22 The Grantor reserves the right to subject the property in the subdivision, except Lots One through Thirteen, to a contract with Wake Electric Membership Corporation, its assigns and successors in interest, for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or

**Restrictive Covenants
Stonefield Subdivision, Phase II**

a continuing monthly payment to Wake Electric Membership Corporation, its assigns and successors in interest, by the individual lot owners

- 23 No boats, camper units or motor homes whatsoever may be kept in the front yard of a residential dwelling located in the subdivision
- 24 No fencing shall be installed except upon approval of the Grantor. Satellite dishes can only be located behind the residential dwelling and must have a screening wall built on the roadside and behind the dish if such location is visible to the general public
- 25 No animal of any kind may be raised, bred, or kept on any lot for hobby or for commercial purposes. No animal of any kind may be kept, housed, or regularly fed in the subdivision other than dogs, cats, horses, and other household animals as normally found in a residential neighborhood. Any pens, housing or other premises used by animals should be cleaned on a regular basis. Approved animals shall be penned or on a leash and shall not be allowed to roam the neighborhood
- 26 Any hobbies regularly conducted on the premises shall be done inside. Any outside hobbies, such as car repair, boat building, woodworking, those with electrical tools and similar projects shall not be allowed. A separate building for hobbies, detached from the dwelling, shall be constructed only with approval from the Grantor. If a detached building is mainly for a hobby, the Grantor will consider the type of hobby before approving or disapproving the building request
- 27 No motorbikes, go-carts, or three- and four-wheel recreational vehicles shall be operated on lots in the subdivision or on any street in the subdivision. Any other type of motor vehicle or machinery that produces excessively loud noise shall likewise not be allowed in the subdivision. Also, there shall be no yard sales on the lots or streets in the subdivision unless first approved in writing by Grantor
- 28 The type, style, and site locations of each mailbox post and newspaper tubes shall be first approved in writing by the grantor, their survivors, heirs, assigns, or duly appointed agent. The lot owner shall be responsible for the replacement of broken mailboxes and posts. Upon request, Grantor shall provide lot owner with information regarding the replacement of same
- 29 No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done to become an annoyance or nuisance to the adjoining property owners in the subdivision

**Restrictive Covenants
Stonefield Subdivision, Phase II**

IN WITNESS WHEREOF, Grantors have set their hand and seal, this the 5th day of December, 2000

Edward S Mitchell (SEAL)
Edward S Mitchell

Amy G Mitchell (SEAL)
Amy G Mitchell

NORTH CAROLINA
GRANVILLE COUNTY

I, Dorothy K Gupton a Notary Public, in and for the State and County aforesaid, do hereby certify that Edward S Mitchell and wife, Amy G Mitchell, personally appeared before me this day and acknowledged the execution of the foregoing instrument

Witness my hand and Notarial Seal, this the 5th day of December, 2000



Dorothy K Gupton
Notary Public

My commission expires 5-12-2001

STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of Dorothy K. Gupton, a Notar(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 1196, Page(s) 479-485

Thus 12th day of December, A.D. 2000, at 11:35 o'clock A.M

Linda H. Stone, REGISTER OF DEEDS

By

Shirley H. Hinton
Asst Deputy Register of Deeds

EXHIBIT A
RESTRICTIVE COVENANTS FOR STONEFIELD SUBDIVISION, PHASE II

Being all of that certain tract of land being located in Franklinton Township, Franklin County and Brassfield Township, Granville County as shown on that certain plat recorded in Map Book 2000 Page 405 of the Franklin County Registry of Deeds and recorded in Map Book 25 Page 196 of the Granville County Registry of Deeds

NORTH CAROLINA

FRANKLIN COUNTY

PROTECTIVE COVENANTS FOR STONEFIELD SUBDIVISION, PHASE III

THIS DECLARATION, made and entered into this the 20 day of September, 2001 by Edward Shane Mithchell and wife Amy G. Mitchell, by and through her attorney in fact, Edward Shane Mitchell, hereinafter referred to as "Declarant";

WITNESSETH

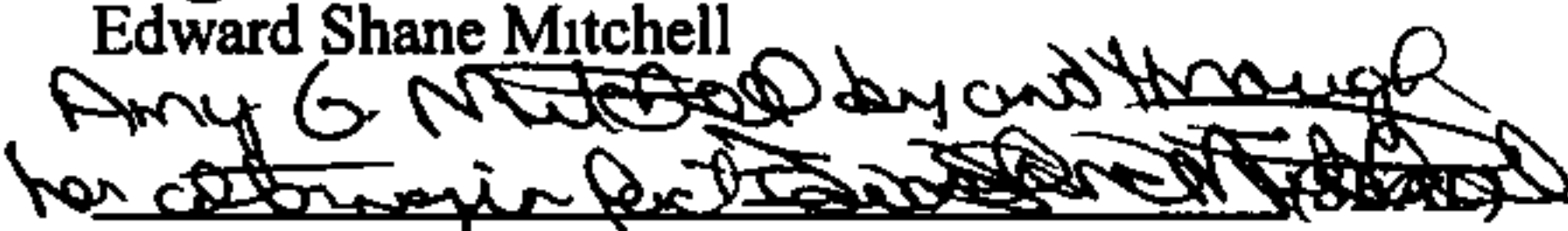
THAT WHEREAS, Declarant is the owner of that certain tract or parcel of land known as Stonefield Subdivision, Phase III and the same being more particularly described in Map Book 2000, Page 369 of the Franklin County Registry of Deeds said map being incorporated by reference herein as if fully set forth,

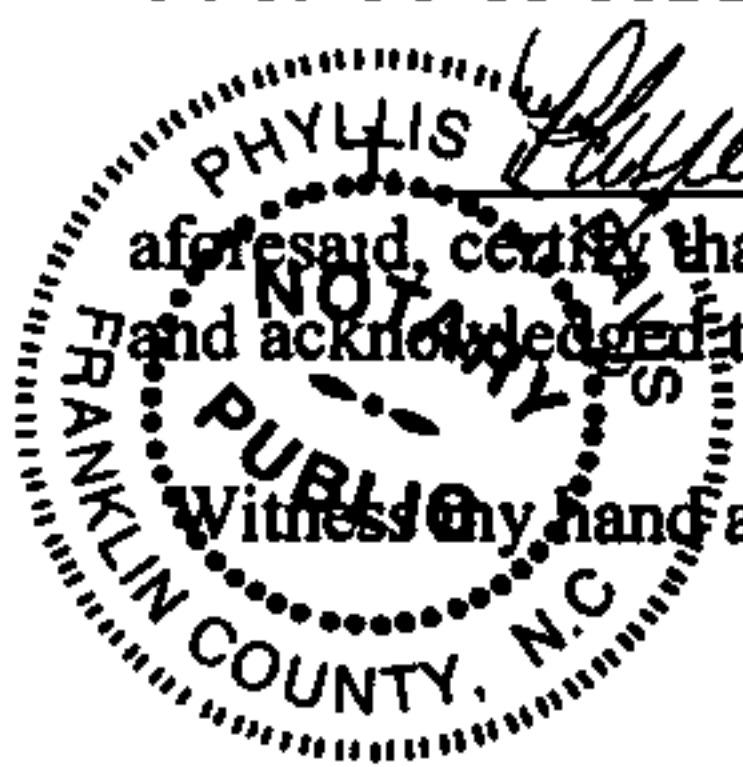
AND WHEREAS, it is for the mutual benefit of all homeowners, present and future, in said Stonefield Subdivision, Phase III as more fully shown in Map Book 2000, Page 369 of the Franklin County Registry of Deeds for Declarant to subject said property to the following Protective Covenants;

NOW THEREFORE, Declarant does hereby declare that all of the lots shown and described on the aforesaid map shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties, or any part thereof, their heirs, successors, and assigns, for the term of these covenants as set forth below, and shall inure to the benefit of each holder thereof,

That the Declarant hereby adopts and incorporates by reference herein all of those Protective Covenants as shown in Book 1196 Pages 479-485 of the Franklin County Registry as though said Protective Covenants were fully enumerated herein,

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed as of the day and year first above written.

 (SEAL)
Edward Shane Mitchell

Amy G. Mitchell by and through her attorney in fact, Edward Shane Mitchell

STATE OF NORTH CAROLINA
COUNTY OF FRANKLIN

Phyllis L. Davis, a Notary Public of the County and State
aforesaid, certify that EDWARD SHANE MITCHELL personally appeared before me this day
and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 20 day of September, 2001.

Phyllis L. Davis
Notary Public

My Commission expires. 7-13-2002
(SEAL)

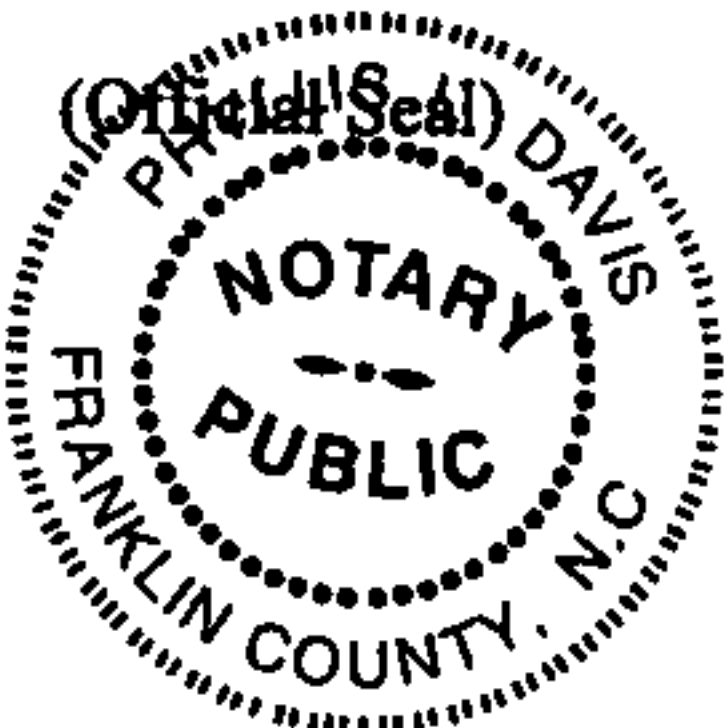
NORTH CAROLINA
FRANKLIN COUNTY

I, Phyllis L. Davis, a Notary Public, do hereby certify that Edward Shane Mitchell, Attorney-in-Fact for Amy G. Mitchell, personally appeared before me this day and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of Amy G. Mitchell, and that his authority to execute and acknowledge said instrument is contained in a certain instrument duly executed, acknowledged and recorded in the office of the Register of Deeds of Granville County, North Carolina, on the 13th day of June, 2000, in Deed Book 814, Page 666, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said Edward Shane Mitchell acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed and in behalf of Amy G. Mitchell.

Witness my hand and notarial seal this the 20 day of September, 2001.

My Commission expires the 13 day of July, 2002

Phyllis L. Davis
Notary Public



STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of Phyllis L. Davis, a

Notar(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 1232, Page(s) 954-955

This 20th day of September, A.D. 2001 3:10 o'clock P.M.

LINDA H. STONE, REGISTER OF DEEDS

By Linda H. Stone
Linda H. Stone
Deputy Register of Deeds