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Recorded: 05/11/2007 at 04:30:40 PM
Fee Amt: \$32.00 Page 1 of 7
Granville County, NC
Kathryn Crews Averett Reg of Deeds
BK **1209** PG **563-569**

PREPARED BY AND HOLD FOR: NATHAN M. GARREN.

NORTH CAROLINA

**PROTECTIVE COVENANTS FOR
STARMOUNT FOREST**

GRANVILLE COUNTY

This declaration of protective covenants made this 10th day of May, 2007, by Sterling Creek, LLC, hereinafter called Declarant, of Granville County, North Carolina.

W I T N E S S E T H:

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

Now, therefore, Declarant 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 42, Starmount Forest Subdivision, as shown on that plat recorded in Plat Book 35, Page 81, Granville County Registry.

1. 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 Declarant, or such other person designated by Declarant.
2. All dwellings shall have a minimum heated area of 1400 square feet.
3. 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.
4. 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.
5. All dwellings will have brick or stone skirting and partial brick or stone fronts including 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. The exterior walls of each dwelling and its garage shall be of stone, stucco, brick, wood, hardi 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 6/12 for the main gable. A 6/12 pitch shall be required for the garage. Dwellings built with a 9 foot ceiling exterior walls shall have a minimum roof pitch of 6/12 for the main gable. Driveways shall be paved with concrete. All walks will be surfaces with either concrete, flagstone, brick or similar paving material.
6. 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. Except for loading and unloading for transportation elsewhere, no four wheeled or three wheeled off road vehicles may be operated in the subdivision.

7. 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.

8. Easements 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.

9. Declarant or its designated agent shall review and approve all improvements and construction proposed on any lot. Declarant may appoint an Architectural Committee to perform this function. So long as the Declarant shall own at least one lot in the subdivision, it shall appoint any successor members to the Architectural Committee. At such time, as Declarant shall no longer own a lot in the subdivision, the members of the Architectural Committee and their successors shall be appointed by the Board of Directors of the homeowners association.

10. 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 Declarant, its designated agent, or the Architectural Committee. Upon the execution and recording of such waiver, said violation shall not thereafter be deemed existing.

11. 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.

12. No lot or portion shall be dedicated or used for a public street without the consent of the Declarant or its designated agent.

13. 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.

14. 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..

15. 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.

16. In order to maintain architectural beauty in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no building, fence, outside lighting, screen planting 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 submitted to and approved in writing by the Declarant, its designated agent, or the Architectural Committee, or by such other persons designated by the Architectural Committee. In the event that the person to whom said plans are submitted fails to approve or disapprove such design within thirty days after said plans have been submitted fails to approve or disapprove such design within thirty days after said plans have been submitted 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.

17. 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 Declarant, its designated agent, or 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.

18. Each builder shall provide every new home with a uniform color mailbox and post which have been approved by the Declarant, its designated agent, or 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.

19. No satellite dish of more than twenty four inches in diameter or any other type of antenna shall be erected on any lot. Said dish shall be located behind the main structure.

20. Yard ornamentation of concrete or similar materials shall be limited to six items on a lot.

21. These Protective Covenants are subject to being altered, modified, or changed at any time by the Declarant so long as it shall own one or more lots in the subdivision; or, when Declarant 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 Declarant, or, if by lot owners, by the necessary number of them, and duly recorded in the proper Granville County Registry.

22. Declarant reserves on Lots 1 and 42 easements for an entrance sign and entrance landscaping. Included in the rights appurtenant to the landscaping and sign easements are the right to go onto this area at any time to plant and maintain the plantings of bushes, flowers, shrubs, and trees; to install, repair and maintain 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 Declarant.

23. The Declarant reserves the right to subject the real property in this subdivision to contract with Wake Electric Membership Corporation for the installation of street and sign lighting, which shall require a continuing monthly payment to Wake Electric Membership Corporation.

24. The Declarant shall at the appropriate time create a homeowners association for the purpose of enforcing these protective covenants and to assess and collect from each homeowner that annual fee necessary to provide maintenance of the entrance sign, entrance landscaping and to pay the monthly charge to Wake Electric Membership Corporation if any. Any owner of a lot or lots other than the Declarant shall be assessed the annual fee for each lot owned, which if not paid when due shall become a lien against the lot or lots and shall be enforced in accordance with Chapter 47F North Carolina Planned Community Act of the North Carolina General Statutes. So long as the Declarant owns 25 per cent of the lots in the subdivision, the Declarant in its sole discretion shall set the dollar amount of the homeowner dues. Notwithstanding, the initial homeowner dues for the subdivision shall not exceed \$125.00 for the 2007 calendar year. Each homeowner in the subdivision shall be deemed a member of the association and shall be entitled to one vote for each lot owned at the annual meeting of the association. The first annual meeting of the association shall be held on a date to be fixed by the Declarant.

25. 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 in accordance with Chapter 47F North Carolina Planned Community Act of the North Carolina General Statutes. Such action may be either one to restrain a violation or to recover damages. After notice and an opportunity to be heard by the Declarant or the Board of Directors of the homeowners association, a daily penalty in a reasonable amount may be assessed against a lot owner for any continuing violation of the covenants.

26. Invalidity 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 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.

27. 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 that they 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 WHEREOF, the Declarant has hereunto set its hand and affixed its seal the day and year first above written.

Sterling Creek, LLC

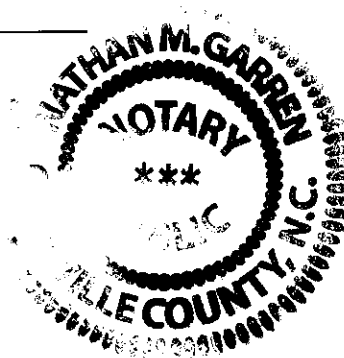
By: *Gary Shipley* (SEAL)
Manager

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

I, Nathan M. Garren, a Notary Public of the County and State aforesaid, certify that Gary Shipley, personally appeared before me this day and acknowledged that he is manager of Sterling Creek, LLC, a North Carolina limited liability company, and that as manager being duly authorized to do so, executed the foregoing on behalf of the limited liability company. Witness my hand and official stamp or seal, this 10th day of May, 2007.

Nathan M. Garren
Notary Public

My Commission Expires: 10/08/07



PREPARED BY AND HOLD FOR: NATHAN M. GARREN.

NORTH CAROLINA

**AMENDMENT TO PROTECTIVE COVENANTS
FOR STARMONT FOREST**

GRANVILLE COUNTY

This amendment to the protective covenants for Starmount Forest is made this
25th day of October, by Sterling Creek, LLC, hereinafter called the Declarant.

WITNESSETH:

Whereas, Declarant subjected the lots in the subdivision known as Starmount Forest to certain protective covenants recorded in Book 1209, Page 563, Granville County Registry; and

Whereas, Declarant is desirous of amending said protective covenants; and

Whereas, Paragraph 21 of said protective covenants permits the Declarant to amend said protective covenants.

Now, therefore, Declarant does hereby amend Paragraph 2 of said covenants by reducing the minimum heated area of a dwelling from 1400 square feet to 1300 square feet and Paragraph 5 of said covenants by deleting the requirement for partial brick or stone fronts.

IN WITNESS THEREOF, the Declarant has hereunto set its hand and seal, the day and year first written above.

Sterling Creek, LLC

By:  (SEAL)
Manager

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

I, Nathan M. Garren, a Notary Public of the County and State aforesaid, certify that Deborah L. Garren, personally appeared before me this day and acknowledged that he is manager of Sterling Creek, LLC, a North Carolina limited liability company, and that as manager being duly authorized to do so, executed the foregoing on behalf of the limited liability company. Witness my hand and official stamp or seal, this 25th day of October, 2007.

[Signature]
Notary Public

My Commission Expires: 10/8/07




Doc ID: 002583990002 Type: CRP
Recorded: 07/12/2011 at 03:52:30 PM
Fee Amt: \$17.00 Page 1 of 2
Granville County, NC
Kathy M. Adcock Reg of Deeds
BK **1397** PG **83-84**

PREPARED BY AND HOLD FOR: NATHAN M. GARREN.

NORTH CAROLINA

**AMENDMENT TO PROTECTIVE COVENANTS
FOR STARMONT FOREST**

GRANVILLE COUNTY

This amendment to the protective covenants for Starmount Forest is made this 12th day of July, 2011, by Sterling Creek, LLC, hereinafter called the Declarant.

W I T N E S S E T H:

Whereas, Declarant subjected the lots in the subdivision known as Starmont Forest to certain protective covenants recorded in Book 1209, Page 563, Granville County Registry; and

Whereas, Declarant is desirous of amending said protective covenants; and

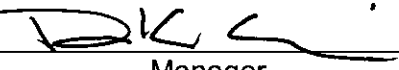
Whereas, Paragraph 21 of said protective covenants permits the Declarant to amend said protective covenants.

Now, therefore, Declarant does hereby amend Paragraph 23 of said covenants so that Paragraph 23 of said covenants shall henceforth read as follows:

23. The Declarant reserves the right to subject the property in the subdivision to a contract with Wake Electric Membership Corporation 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 a continuing monthly payment to Wake Electric Membership Corporation by the individual homeowners. The Developer will be responsible for electric usage by street lighting until such time as Wake Electric Corporation prorates the costs of the same to individual homeowners.

IN WITNESS THEREOF, the Declarant has hereunto set its hand and seal, the day and year first written above.

Sterling Creek, LLC

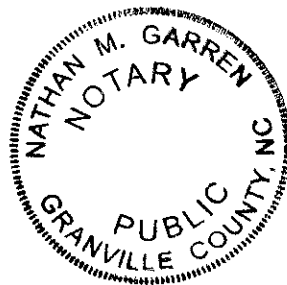
By:  (SEAL)
Manager

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

I, Nathan M. Garren, a Notary Public of the County and State aforesaid, certify that Dorothy K. Currin, personally appeared before me this day and acknowledged that he is manager of Sterling Creek, LLC, a North Carolina limited liability company, and that as manager being duly authorized to do so, executed the foregoing on behalf of the limited liability company. Witness my hand and official stamp or seal, this 12th day of July, 2011.


Notary Public

My Commission Expires: 10/08/12




Doc ID: 002934120002 Type: CRP
Recorded: 05/22/2015 at 11:18:57 AM
Fee Amt: \$26.00 Page 1 of 2
Granville County, NC
Kathy M. Adcock Reg of Deeds
BK **1551** PG **92-93**

**THIRD AMENDMENT TO PROTECTIVE COVENANTS
FOR
STARMOUNT FOREST**

Prepared by and return to: Sterling Creek, LLC, Attn: James W. Parker, Jr., 504 Meadowlands Drive, Hillsborough, NC 27278

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

THIS THIRD AMENDMENT TO PROTECTIVE COVENANTS FOR STARMOUNT FOREST (“Amendment”) is made and executed this 12th day of May, 2015, by **STERLING CREEK, LLC**, a North Carolina limited liability company having an address of 504 Meadowlands Drive, Hillsborough, NC 27278 (“Declarant”).

WHEREAS, Declarant made and executed that certain declaration of Protective Covenants for Starmount Forest dated May 10, 2007 and recorded on May 11, 2007 in Book 1209, Page 563, Granville County Registry; as amended by instrument dated October 25, 2007 and recorded on October 25, 2007 in Book 1236, Page 910, Granville County Registry; and as further amended by instrument dated July 12, 2011 and recorded on July 12, 2011 in Book 1397, Page 83, Granville County Registry; and subsequently amended, modified and/or supplemented from time to time as provided therein (collectively the “Declaration”); and

WHEREAS, Declarant has reserved the right to amend the Declaration for so long as Declarant shall own one or more lots in Starmount Forest (as hereinafter defined) as provided in paragraph 21 of the Declaration; and

WHEREAS, as of the date hereof, Declarant is the record owner of one or more lots in Starmount Forest; and

WHEREAS, Declarant desires to further amend the Declaration as provided below;

NOW, THEREFORE, Declarant does hereby amend the Declaration as provided below and declare that all of the Property (as hereinafter defined and described) shall be held, sold and conveyed subject to all of the controls, restrictions, covenants, conditions, easements, charges, liens and other provisions contained in the Declaration, as amended herein, the purpose of which is to enhance and protect the value and desirability of the Property and all of which shall run with title to the Property, or any part thereof, and be binding upon each owner of a lot in Starmount Forest and all other parties having any right, title and/or interest in or to the Property, or any part thereof, and their respective heirs, successors and assigns:

1. When and as used in this Amendment, the terms “Property” and “Starmount Forest” shall mean all of that certain real property, including any and all improvements thereon or thereto, whether now existing or hereafter constructed or installed, and any and all appurtenant easements and/or other rights, located in Brassfield Township, Granville County, North Carolina, and more particularly described as follows:

Being all of Lots 1 through 42, Starmount Forest Subdivision, including any recombinations thereof, as shown on those certain plats of survey recorded in Plat Book 35, Page 15, Plat Book 35, Page 81, Plat Book 36, Page 28, and Plat Book 43, Page 116, Granville County Registry, reference to which plats of survey is hereby made for more a more particular description of each such Lot.

2. Any and all references in the Declaration to “Developer” shall mean and refer to Declarant.

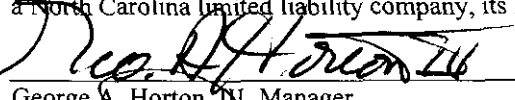
3. Paragraph 21 of the Declaration is amended to further provide that Declarant’s reservation of its right to alter, modify and/or change the Declaration shall specifically include, without limitation, the right to expand Starmount Forest and subject additional real property to provisions of the Declaration for the purpose of adding residential lots, streets, other real property and/or easements to Starmount Forest.

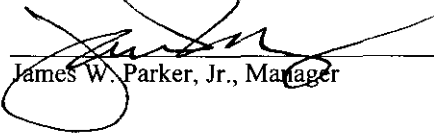
4. Except to the limited extent expressly amended, modified and/or supplemented herein, all of the controls, restrictions, covenants, conditions, easements, charges, liens and other provisions contained in the Declaration shall remain in full force and legal effect.

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

STERLING CREEK, LLC,
a North Carolina limited liability company

By: Hillsborough Holdings, LLC,
a North Carolina limited liability company, its Manager

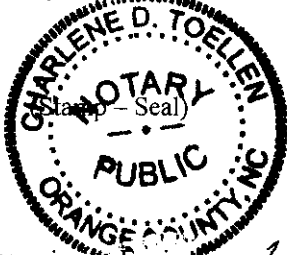
By:  (Seal)
George A. Horton, III, Manager

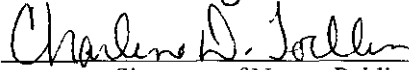
By:  (Seal)
James W. Parker, Jr., Manager

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, the undersigned Notary Public of the State and County aforesaid, do hereby certify that **GEORGE A. HORTON, III** and **JAMES W. PARKER, JR.** each personally appeared before me this day and acknowledged that he is a Manager of Hillsborough Holdings, LLC, a North Carolina limited liability company; that Hillsborough Holdings, LLC is the Manager of **STERLING CREEK, LLC**, a North Carolina limited liability company; and that, by authority duly given, he voluntarily signed the foregoing instrument for and on behalf of Hillsborough Holdings, LLC in his capacity as a Manager for the purposes therein stated.

Witness my hand and official stamp or seal, this the 12th day of May, 2015.




Signature of Notary Public

Charlene D. Toellen
Printed or Typed Name of Notary Public

My Commission Expires: 2/23/20


Doc ID: 002947010003 Type: CRP
Recorded: 07/10/2015 at 01:18:31 PM
Fee Amt: \$26.00 Page 1 of 3
Revenue Tax: \$0.00
Granville County, NC
Kathy M. Adcock Reg of Deeds
BK 1557 PG 620-622

**FOURTH AMENDMENT TO PROTECTIVE COVENANTS
FOR
STARMOUNT FOREST**

Prepared by and return to:
William D. Bernard, Sterling Creek, LLC, 504 Meadowlands Drive, Hillsborough, NC 27278

STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

THIS FOURTH AMENDMENT TO PROTECTIVE COVENANTS FOR STARMOUNT FOREST
("Amendment") is made and executed this 8th day of July, 2015, by **STERLING CREEK, LLC**, a North Carolina limited liability company having an address of 504 Meadowlands Drive, Hillsborough, NC 27278 ("Declarant").

WHEREAS, Declarant made and executed that certain declaration of Protective Covenants for Starmount Forest dated May 10, 2007 and recorded on May 11, 2007 in Book 1209, Page 563, Granville County Registry; as amended by instrument dated October 25, 2007 and recorded on October 25, 2007 in Book 1236, Page 910, Granville County Registry; and as further amended by instrument dated July 12, 2011 and recorded on July 12, 2011 in Book 1397, Page 83, Granville County Registry; and as further amended by instrument dated May 12, 2015 and recorded on May 22, 2015 in Book 1551, Page 92, Granville County Registry (collectively the "Declaration"); and

WHEREAS, Declarant has reserved the right to amend the Declaration for so long as Declarant shall own one or more lots in Starmount Forest (as hereinafter defined) as provided in paragraph 21 of the Declaration; and

WHEREAS, as of the date hereof, Declarant is the record owner of one or more lots in Starmount Forest; and

WHEREAS, Declarant desires to further amend the Declaration as provided below;

NOW, THEREFORE, Declarant does hereby amend the Declaration as provided below and declare that all of the Property (as hereinafter defined and described) shall be held, sold and conveyed subject to all of the controls, restrictions, covenants, conditions, easements, charges, liens and other provisions contained in the Declaration, as amended herein, the purpose of which is to enhance and protect the value and desirability of the Property and all of which shall run with title to the Property, or any part thereof, and be binding upon each owner of a lot in Starmount Forest and all other parties having any right, title and/or interest in or to Starmount Forest, or any part thereof, and their respective heirs, successors and assigns:

1. Definitions. When and as used in this Amendment and in the Declaration, each of the following terms shall have the meaning ascribed to it:

a. Association. "Association" shall mean Starmount Homeowners Association, Inc., a North Carolina nonprofit corporation, its successors and/or assigns.

b. Property. "Property" shall mean all of Starmount Forest, Phase 1, and all of Starmount Forest, Phase 2, and shall have the same meaning as "Starmount Forest."

c. Starmount Forest. "Starmount Forest" shall mean all of Starmount Forest, Phase 1, and all of Starmount Forest, Phase 2, and shall have the same meaning as "Property."

d. Starmount Forest, Phase 1. "Starmount Forest, Phase 1" shall mean all of that certain real property, including any and all improvements thereon or thereto, whether now existing or hereafter constructed or installed, and any and all appurtenant easements and/or other rights, located in Brassfield Township, Granville County, North Carolina, and more particularly described as follows:

Being all of Lots 1 through 42, Starmount Forest Subdivision, including any recombinations thereof, as shown on those certain plats of survey recorded in Plat Book 35, Page 15, Plat Book 35, Page 81, Plat Book 36, Page 28, and Plat Book 43, Page 116, Granville County Registry, reference to which plats of survey is hereby made for more a more particular description of each such Lot.

e. Starmount Forest, Phase 2. "Starmount Forest, Phase 2" shall mean all of that certain real property, including any and all residential lots hereafter subdivided therefrom, and any and all improvements thereon or thereto, whether now existing or hereafter constructed or installed, and any and all appurtenant easements and/or other rights, located in Brassfield Township, Granville County, North Carolina, and more particularly described as follows:

Being all of that certain tract or parcel of land containing 36.798 acres, more or less, conveyed by Tar River Land & Timber, LLC to Sterling Creek, LLC by General Warranty Deed dated April 24, 2015 and recorded on May 1, 2015 in Book 1548, Page 224, Granville County Registry, reference to which General Warranty Deed is hereby made for a more particular description of such tract or parcel of land.

At such time as a final plat of Starmount Forest, Phase 2, is recorded, Starmount Forest, Phase 2, shall consist of all of the residential lots shown on such final plat and the definition of Starmount Forest, Phase 2 shall be amended consistent with such final plat.

2. Applicability of Declaration to Starmount Forest, Phase 2. All lots in Starmount Forest, Phase 2, and the owners thereof shall be subject to and shall comply with all of the terms, covenants, conditions, charges, assessments and liens as set forth in the Declaration, as amended and/or modified herein, as fully and to the same extent as the lots in Starmount Forest, Phase 1, and the owners thereof.

3. The Association. The owners of lots in Starmount Forest, Phase 2, shall be members of the Association and shall have and enjoy all benefits and privileges of membership in the Association, including voting rights, as fully and to the same extent as the owners of lots in Starmount Forest, Phase 1.

4. Private Streets and Roads. All private streets and roads in Starmount Forest shall be for the use and benefit of the owners of lots in Starmount Forest and shall be deeded to a trust to be administered by the Association which shall comply with the following:

a. Before any lots in Starmount Forest, Phase 2, are sold, the Association shall create a trust, the sole purpose of which shall be to hold title to any private street or road in Starmount Forest and assist in its repair and maintenance and, as so desired by the Association's board of directors, its dedication for

public use. The Association’s board of directors shall serve as the trustees of the trust and be responsible for the administration of its affairs.

b. The Association shall be responsible for the maintenance and upkeep of any private street or road in Starmount Forest.

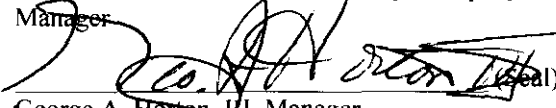
c. The Association may levy such sums against the lots in Starmount Forest, or any part thereof, as may be reasonably necessary for the maintenance and upkeep of any private street or road in Starmount Forest. Any such sum levied by the Association for the maintenance and upkeep of any private street or road in Starmount Forest that remains unpaid by the owner of any lot shall become a lien against such owner's lot that shall be subordinate to tax and mortgage liens.

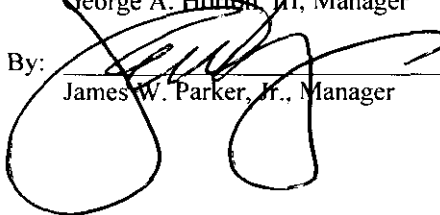
5. **No Other Amendment.** Except to the limited extent expressly amended, modified and/or supplemented herein, all of the controls, restrictions, covenants, conditions, easements, charges, liens and other provisions contained in the Declaration shall remain in full force and legal effect.

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

STERLING CREEK, LLC,
a North Carolina limited liability company

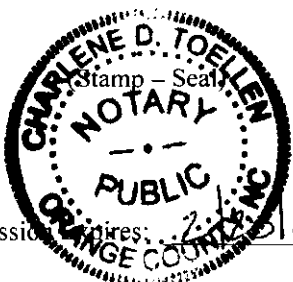
By: Hillsborough Development Partners, LLC,
a North Carolina limited liability company, its
Manager

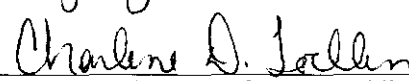
By:  (Seal)
George A. Horton, III, Manager

By:  (Seal)
James W. Parker, Jr., Manager

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, the undersigned Notary Public of the State and County aforesaid, do hereby certify that **GEORGE A. HORTON, III** and **JAMES W. PARKER, JR.** each personally appeared before me this day and acknowledged that he is a Manager of Hillsborough Development Partners, LLC, a North Carolina limited liability company; that Hillsborough Development Partners, LLC is the Manager of **STERLING CREEK, LLC**, a North Carolina limited liability company; and that, by authority duly given, he voluntarily signed the foregoing instrument for and on behalf of Hillsborough Development Partners, LLC in his capacity as a Manager for the purposes therein stated. Witness my hand and official stamp or seal, this the 8th day of July, 2015.




Signature of Notary Public

Charlene D. Toellen
Printed or Typed Name of Notary Public



Doc ID: 002974530005 Type: CRP
Recorded: 10/23/2015 at 10:10:36 AM
Fee Amt: \$26.00 Page 1 of 5
Granville County, NC
Kathy M. Adcock Reg of Deeds

BK **1571** PG **100-104**

**FIFTH AMENDMENT TO PROTECTIVE COVENANTS
FOR
STARMOUNT FOREST**

Prepared by and return to: William D. Bernard, Sterling Creek, LLC, 504 Meadowlands Drive, Hillsborough, NC 27278

THIS FIFTH AMENDMENT TO PROTECTIVE COVENANTS FOR STARMOUNT FOREST (“Amendment”) is made and executed this 16th day of October, 2015, by **STERLING CREEK, LLC**, a North Carolina limited liability company having an address of 504 Meadowlands Drive, Hillsborough, NC 27278 (“Declarant”); and **STARMOUNT FOREST II, LLC**, a North Carolina limited liability company having an address of 504 Meadowlands Drive, Hillsborough, NC 27278 (“Starmount II”).

WHEREAS, Declarant made and executed that certain declaration of Protective Covenants for Starmount Forest dated May 10, 2007 and recorded on May 11, 2007 in Book 1209, Page 563, Granville County Registry; as amended by instrument dated October 25, 2007 and recorded on October 25, 2007 in Book 1236, Page 910, Granville County Registry; and as further amended by instrument dated July 12, 2011 and recorded on July 12, 2011 in Book 1397, Page 83, Granville County Registry; and as further amended by instrument dated May 12, 2015 and recorded on May 22, 2015 in Book 1551, Page 92, Granville County Registry; and as further amended by instrument dated July 8, 2015 and recorded on July 10, 2015 in Book 1557, Page 620, Granville County Registry (collectively the “Declaration”); and

WHEREAS, Declarant has reserved the right to amend the Declaration for so long as Declarant shall own one or more lots in Starmount Forest (as defined in the Declaration) as provided in paragraph 21 of the Declaration; and

WHEREAS, as of the date hereof, Declarant is the record owner of one or more lots in Starmount Forest; and

WHEREAS, Starmount II is the record owner of that certain real property identified and described on the attached Exhibit A which is incorporated herein by this reference (the “Additional Property”); and

WHEREAS, Declarant and Starmount II desire to amend the Declaration for the purpose of subjecting the Additional Property to all of the controls, restrictions, covenants, conditions, easements, charges, liens and other provisions contained in the Declaration;

NOW, THEREFORE, Declarant and Starmount II do hereby amend the Declaration as provided below and declare that all of the Property (as defined in the Declaration) and all of the Additional Property shall be held, sold and conveyed subject to all of the controls, restrictions, covenants, conditions, easements, charges, liens and other provisions contained in the Declaration, as amended herein, the purpose of which is to enhance and protect the value and desirability of the Property and the Additional Property and all of which shall run with title to the Property and the Additional property, or any part thereof, and be binding upon each current and future owner of each lot in Starmount Forest and all other parties

having any right, title and/or interest in or to Starmount Forest, or any part thereof, and their respective heirs, successors and assigns:

1. Definitions. When and as used in this Amendment and in the Declaration, the following term shall have the meaning ascribed to it:

“Starmount Forest, Phase 2” shall mean all of that certain real property, including any and all residential lots hereafter subdivided therefrom, and any and all improvements thereon or thereto, whether now existing or hereafter constructed or installed, and any and all appurtenant easements and/or other rights, located in Brassfield Township, Granville County, North Carolina, and more particularly described as follows:

Tract 1: Being all of that certain tract or parcel of land containing 36.798 acres, more or less, conveyed by Tar River Land & Timber, LLC to Sterling Creek, LLC by General Warranty Deed dated April 24, 2015 and recorded on May 1, 2015 in Book 1548, Page 224, Granville County Registry, reference to which General Warranty Deed is hereby made for a more particular description of such tract or parcel of land.

Tract 2: Beginning at an existing axle (N.C. Grid Coordinates N. 865,820.78', E. 2,131,080.25' NAD 83/11) located in the line of Lot 5 of Starmount Forest Subdivision, Phase I, and running thence N 89° 12' 11" E a distance of 99.40' to an existing iron pipe; thence N 89° 10' 21" E a distance of 91.10' to an existing iron pipe; thence N 89° 12' 12" E a distance of 146.99' to an existing iron pipe; thence N 89° 15' 35" E a distance of 49.99' to an existing iron pipe; thence N 89° 10' 38" E a distance of 192.99' to an existing iron pipe; thence S 01° 19' 18" W a distance of 1154.63' to a mathematical point; thence N 63° 02' 21" W a distance of 67.95' to an existing iron pipe; thence N 67° 28' 50" W a distance of 123.46' to an existing iron pipe; thence N 81° 03' 08" W a distance of 99.36' to an existing iron pipe; thence N 66° 50' 46" W a distance of 22.42' to an existing iron pipe; thence N 66° 50' 46" W a distance of 225.05' to an existing iron pipe; thence N 66° 50' 23" W a distance of 197.60' to an existing axle; thence N 08° 14' 22" E a distance of 202.09' to an existing iron pipe; thence N 08° 18' 50" E a distance of 513.77' to an existing iron pipe; thence N 08° 23' 05" E a distance of 171.05' to the point and place of beginning, and containing 15.00 acres, more or less, according to an unrecorded preliminary survey prepared by Summit Design and Engineering Services, LLC, Project No. 14-0060, dated July 31, 2015 and entitled “Final Plat of Subdivision For Starmount Forest Phase 2;”

and being all of the same tract or parcel of land conveyed by Nancy B. Tharrington, unmarried, et al, to Sterling Creek, LLC by General Warranty Deed dated May 30, 2007 and recorded on May 31, 2007 in Book 1213, Page 9, Granville County Register of Deeds.

At such time as a final plat of Starmount Forest, Phase 2, is recorded, Starmount Forest, Phase 2, shall consist of all of the residential lots shown on such final plat and the definition of Starmount Forest, Phase 2 shall be amended consistent with such final plat.

2. No Other Amendment. Except to the limited extent expressly amended, modified and/or supplemented herein, all of the controls, restrictions, covenants, conditions, easements, charges, liens and other provisions contained in the Declaration shall remain in full force and legal effect.

IN WITNESS WHEREOF, Declarant and Starmount II have each caused this Amendment to be duly executed as of the day and year first above written.

[Signatures begin on next page]

STERLING CREEK, LLC,
a North Carolina limited liability company

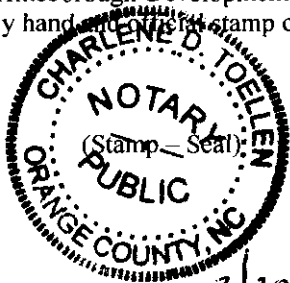
By: Hillsborough Development Partners, LLC,
a North Carolina limited liability company, its
Manager

By: *George A. Horton, III* (Seal)
George A. Horton, III, Manager

By: *James W. Parker, Jr.* (Seal)
James W. Parker, Jr., Manager

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, the undersigned Notary Public of the State and County aforesaid, do hereby certify that **GEORGE A. HORTON, III** and **JAMES W. PARKER, JR.** each personally appeared before me this day and acknowledged that he is a Manager of Hillsborough Development Partners, LLC, a North Carolina limited liability company; that Hillsborough Development Partners, LLC is the Manager of **STERLING CREEK, LLC**, a North Carolina limited liability company; and that, by authority duly given, he voluntarily signed the foregoing instrument for and on behalf of Hillsborough Development Partners, LLC in his capacity as a Manager for the purposes therein stated. Witness my hand and official stamp or seal, this the 16th day of October, 2015.



Charlene D. Toeller
Signature of Notary Public

Charlene D. Toeller
Printed or Typed Name of Notary Public

My Commission Expires: 2/23/20

[Signatures continue on next page]

STARMOUNT FOREST II, LLC,
a North Carolina limited liability company

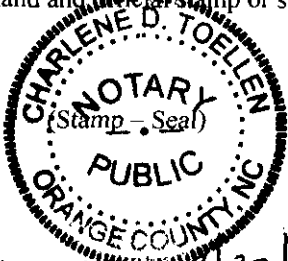
By: Hillsborough Development Partners, LLC,
a North Carolina limited liability company, its
Manager

By: *George A. Horton, III* (Seal)
George A. Horton, III, Manager

By: *James W. Parker, Jr.* (Seal)
James W. Parker, Jr, Manager

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, the undersigned Notary Public of the State and County aforesaid, do hereby certify that **GEORGE A. HORTON, III** and **JAMES W. PARKER, JR.** each personally appeared before me this day and acknowledged that he is a Manager of Hillsborough Development Partners, LLC, a North Carolina limited liability company; that Hillsborough Development Partners, LLC is the Manager of **STARMOUNT FOREST II, LLC**, a North Carolina limited liability company; and that, by authority duly given, he voluntarily signed the foregoing instrument for and on behalf of Hillsborough Development Partners, LLC in his capacity as a Manager for the purposes therein stated. Witness my hand and official stamp or seal, this the 16th day of October, 2015.



Charlene D. Toellen
Signature of Notary Public

Charlene D. Toellen
Printed or Typed Name of Notary Public

My Commission Expires: 4/23/20

[Signatures pages conclude]

Exhibit A

Lying and being in Brassfield Township, Granville, County, North Carolina, and more particularly described as follows:

Beginning at an existing axle (N.C. Grid Coordinates N. 865,820.78', E. 2,131,080.25' NAD 83/11) located in the line of Lot 5 of Starmount Forest Subdivision, Phase I, and running thence N 89° 12' 11" E a distance of 99.40' to an existing iron pipe; thence N 89° 10' 21" E a distance of 91.10' to an existing iron pipe; thence N 89° 12' 12" E a distance of 146.99' to an existing iron pipe; thence N 89° 15' 35" E a distance of 49.99' to an existing iron pipe; thence N 89° 10' 38" E a distance of 192.99' to an existing iron pipe; thence S 01° 19' 18" W a distance of 1154.63' to a mathematical point; thence N 63° 02' 21" W a distance of 67.95' to an existing iron pipe; thence N 67° 28' 50" W a distance of 123.46' to an existing iron pipe; thence N 81° 03' 08" W a distance of 99.36' to an existing iron pipe; thence N 66° 50' 46" W a distance of 22.42 to an existing iron pipe; thence N 66° 50' 46" W a distance of 225.05' to an existing iron pipe; thence N 66° 50' 23" W a distance of 197.60' to an existing axle; thence N 08° 14' 22" E a distance of 202.09' to an existing iron pipe; thence N 08° 18' 50" E a distance of 513.77' to an existing iron pipe; thence N 08° 23' 05" E a distance of 171.05 to the point and place of beginning, and containing 15.00 acres, more or less, according to an unrecorded preliminary survey prepared by Summit Design and Engineering Services, LLC, Project No. 14-0060, dated July 31, 2015 and entitled "Final Plat of Subdivision For Starmount Forest Phase 2;"

and being all of the same tract or parcel of land conveyed by Nancy B. Tharrington, unmarried, et al, to Sterling Creek, LLC by General Warranty Deed dated May 30, 2007 and recorded on May 31, 2007 in Book 1213, Page 9, Granville County Register of Deeds.


Doc ID: 002998810008 Type: CRP
Recorded: 01/20/2016 at 02:14:56 PM
Fee Amt: \$26.00 Page 1 of 8
Granville County, NC
Kathy M. Taylor Reg of Deeds
BK **1580** PG **610-617**

**SIXTH AMENDMENT TO PROTECTIVE COVENANTS
FOR
STARMOUNT FOREST**

Prepared by and return to: William D. Bernard, Sterling Creek, LLC, 504 Meadowlands Drive, Hillsborough, NC 27278

THIS SIXTH AMENDMENT TO PROTECTIVE COVENANTS FOR STARMOUNT FOREST ("Amendment") is made and executed this 14th day of January, 2016, by **STERLING CREEK, LLC**, a North Carolina limited liability company having an address of 504 Meadowlands Drive, Hillsborough, NC 27278 ("Declarant"); and **STARMOUNT FOREST II, LLC**, a North Carolina limited liability company having an address of 504 Meadowlands Drive, Hillsborough, NC 27278 ("Starmount II").

WHEREAS, Declarant made and executed that certain declaration of Protective Covenants for Starmount Forest dated May 10, 2007 and recorded on May 11, 2007 in Book 1209, Page 563, Granville County Registry; as amended by instrument dated October 25, 2007 and recorded on October 25, 2007 in Book 1236, Page 910, Granville County Registry; and as further amended by instrument dated July 12, 2011 and recorded on July 12, 2011 in Book 1397, Page 83, Granville County Registry; and as further amended by instrument dated May 12, 2015 and recorded on May 22, 2015 in Book 1551, Page 92, Granville County Registry; and as further amended by instrument dated July 8, 2015 and recorded on July 10, 2015 in Book 1557, Page 620, Granville County Registry; and as further amended by instrument dated October 16, 2015 and recorded on October 23, 2015 in Book 1571, Page 100, Granville County Registry (collectively the "Declaration"); and

WHEREAS, Declarant has reserved the right to amend the Declaration for so long as Declarant shall own one or more lots in the Subdivision; and

WHEREAS, as of the date hereof, Declarant is the record owner of one or more lots in the Subdivision; and

WHEREAS, Starmount II is the record owner of all of the real property constituting Starmount Forest, Phase 2; and

WHEREAS, Starmount II has recorded that certain plat of survey entitled "FINAL PLAT OF SUBDIVISION FOR STARMOUNT FOREST PHASE 2" in Plat Book 44, Pages 96 - 99, Granville County Registry (the "Phase 2 Plat"), for the purpose of subdividing Starmount Forest, Phase 2, into thirty-nine (39) residential lots as shown thereon; and

WHEREAS, Declarant and Starmount II desire to further amend the Declaration for the purposes of acknowledging the recordation of the Phase 2 Plat and the creation of the above-referenced thirty-nine (39) residential lots, and making certain amendments and/or modifications to the Declaration as provided below;

NOW, THEREFORE, Declarant and Starmount II do hereby amend the Declaration as provided below and declare that all of the Subdivision, including all of Starmount Forest, Phase 1 and all of Starmount Forest, Phase 2, shall

be held, sold and conveyed subject to all of the controls, restrictions, covenants, conditions, easements, charges, liens and other provisions contained in the Declaration, as amended herein, the purpose of which is to enhance and protect the value and desirability of the property, and all of which shall run with title to such property, or any part thereof, and be binding upon each current and future owner of each lot in the Subdivision, including all of Starmount Forest, Phase 1 and all of Starmount Forest, Phase 2, and all other parties having any right, title and/or interest in or to any lot in the Subdivision, including all of Starmount Forest, Phase 1 and all of Starmount Forest, Phase 2, as now or hereafter existing, and their respective heirs, successors and assigns:

1. Definitions. When and as used in this Amendment and in the Declaration, each of the following terms shall have the meaning ascribed to it:

a. Annual Assessment. "Annual Assessment" shall mean an assessment levied each calendar year by the Board of Directors against each lot in the Subdivision to pay Common Expenses as provided in the Declaration and in the Bylaws.

b. Assessment. "Assessment" shall mean an Annual Assessment or a Special Assessment.

c. Association. "Association" shall mean Starmount Forest Homeowners Association, Inc., a North Carolina nonprofit corporation, its successors and/or assigns.

d. Board of Directors. "Board of Directors" shall mean the board of directors of the Association.

e. Bylaws. "Bylaws" shall mean the bylaws of the Association.

f. Common Area. "Common Area" shall mean any real estate owned by the Association for the common use and enjoyment of the owners of lots in the Subdivision, and shall include streets dedicated to the public until the same are accepted for maintenance by the North Carolina Department of Transportation ("NCDOT") or a municipality.

g. Common Expenses. "Common Expenses" shall mean any and all charges, costs and expenses incurred by the Association for and in connection with the administration and operation of the Subdivision, including, without limitation, (i) maintenance, repair and replacement (to the extent not covered by insurance) of the Common Area; (ii) premiums for hazard, liability and other insurance with respect to the Subdivision; (iii) costs incurred to acquire a lot in the Subdivision pursuant to a judicial sale; (iv) administrative, accounting, legal and managerial expenses; and (v) reserve or other funds established by the Association.

h. Special Assessment. "Special Assessment" shall mean an assessment levied by the Board of Directors against any lot or lots in the Subdivision to fund, or to reimburse the Association for, the costs of any capital improvement and/or any other cost, expense and/or charge, exclusive of Common Expenses, incurred or to be incurred by the Association as provided in the Declaration or in the Bylaws

i. Starmount Forest, Phase 2. "Starmount Forest, Phase 2" shall mean:

All of Lots 1 through 39, inclusive, as shown on that certain plat of survey entitled "FINAL PLAT OF SUBDIVISION FOR STARMOUNT FOREST PHASE 2" recorded in Plat Book 44, Pages 96 - 99, Granville County Registry, reference to which plat of survey is hereby made for a more particular description of each such lot; and shall include any recombination, redesignation and/or reconfiguration of any such lot or lots as shown on any amended or revised plat of Starmount Forest, Phase 2 hereafter recorded in the Granville County Registry.

Any and all terms defined in the Declaration shall have the same meaning in this Amendment unless otherwise expressly defined herein.

2. **Private Streets and Roads.** All of the provisions pertaining to "Private Streets and Roads" as set forth in paragraph 4 of the Fourth Amendment to Protective Covenants for Starmount Forest dated July 8, 2015 and recorded on July 10, 2015 in Book 1557, Page 620, Granville County Registry, are hereby deleted in their entirety and shall be of no further force or legal effect.

3. **Title to Common Areas.** Declarant shall convey by deed to the Association all Common Area after the final platting in all lots in the Subdivision. Any such conveyance shall be subject to taxes for the year of conveyance, restrictions, easements and other matters of record, and with respect to any street dedicated to the public, such dedication and any pending acceptance thereof for maintenance by the NCDOT or a municipality.

4. **The Association.**

a. **Purpose.** The Association has been incorporated as a North Carolina nonprofit corporation. The Association shall be responsible for the maintenance, management and control of the Common Areas, the enforcement of restrictions and other provisions set forth in the Declaration, the levy and collection of Assessments and the performance of such other duties and responsibilities as are delegated to the Association by the Declaration, the Bylaws and/or the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes (the "Act").

b. **Membership.** Each owner of a lot in the Subdivision shall automatically be a member of the Association ("Member") at all times during the period of such owner's ownership of a lot in the Subdivision. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a lot in the Subdivision.

c. **Voting and Voting Rights.** The owner(s) of each lot in the Subdivision shall be entitled to one (1) vote. When more than one (1) person owns a lot, all such persons shall be Members and the vote for such lot shall be exercised as they determine; provided, however, that in no event shall more than one (1) vote or any fractional vote be cast with respect to any lot.

d. **Suspension of Rights.** During any period in which a Member shall be in default in the payment of any Assessment, the voting rights of such Member and/or the right(s), license(s) and/or privilege(s) of such Member and such Member's family members, tenants, guests and invitees to use the Common Area (with the exception of any street providing ingress and egress to such owner's lot) may be suspended by the Board of Directors until such Assessment is paid in full. In the event any Member shall violate any provision of this Declaration or any Rules and Regulations, such Member's voting rights and/or the right(s), license(s) and/or privilege(s) of such Member and such Member's family members, tenants, guests and invitees to use the Common Area (with the exception of any street providing ingress and egress to such owner's lot) may, after a hearing as provided below, be suspended by the Board of Directors for a period not to exceed sixty (60) days. Such hearing shall be held by the Board of Directors or a committee thereof after giving such Member not less than ten (10) days prior written notice, which notice shall specify each alleged violation and set the time, place and date of the hearing. Determination of the violation shall be made by a majority vote of the Board of Directors or a committee thereof.

e. **Board of Directors.** The Board of Directors and such officers as may be appointed or elected in accordance with the Bylaws shall conduct the affairs of the Association. The Board of Directors may appoint committees and managers or other employees and agents who shall, subject to the general direction of the Board of Directors, be responsible for the day-to-day operation of the Association.

f. **Rules and Regulations.** By majority vote of the Board of Directors, the Association may, from time to time, adopt, amend and/or repeal Rules and Regulations with respect to all aspects of the Association's rights, activities and duties pursuant to the Declaration, which Rules and Regulations shall not be inconsistent with the Declaration, the Association's Articles of Incorporation, the Bylaws or the Act.

g. Insurance. The Board of Directors Association is authorized and empowered to obtain and maintain, to the extent available, public liability insurance in such limits as the Board of Directors may, from time to time, determine to be customary and reasonable for developments similar in construction, location and use to the Development, insuring each of the Declarant (for so long as the Declarant shall own any lot in the Subdivision), the Association, each member of the Board of Directors, the managing agent, if any, and each owner of a lot with respect to its liability arising out of the ownership, maintenance or repair of the Common Area..

h. Maintenance Obligations. The Association shall, at its sole cost and expense, maintain, operate and keep in good repair, unless and until such maintenance obligations are assumed by a governmental agency or a municipality having jurisdiction, the Common Area and all improvements thereon. The streets and street improvements (including, but not limited to, grading, ditching, culverts, stone base, asphalt, seeding, drainage improvements and sedimentation and erosion control improvements) within the Subdivision that are or are to be dedicated to the public, shall be properly maintained, free from defects, to the standards required by Chapter 32, Article XVII, Division 2 and Chapter 32, Article XI, Division 2 of the Granville County, North Carolina Code of Ordinances (the "Code") from the time of their construction until such time as the NCDOT or a municipality assumes formal, legal responsibility for the maintenance thereof.

5. Assessments.

a. Annual Assessments. Annual Assessments for the payment of the Common Expenses shall be established, levied and collected by the Association in the manner provided herein and in the Bylaws.

b. Special Assessments. In addition to Annual Assessments, the Association may levy, in any calendar year, a Special Assessment applicable to that calendar year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement which is a part of the Common Area; provided, however, that any such Special Assessment shall require the affirmative vote of not less than two-thirds (2/3) of the Members voting in person or by proxy at a meeting of the Members duly called for such purpose. The Board of Directors shall also have the power, right and authority to make and levy a Special Assessment on behalf of the Association against any lot or lots in the Subdivision (and/or the owner(s) thereof) when and to the extent expressly provided in this Declaration.

c. Commencement of Assessments. At such time as the Board of Directors shall have fixed the amount of the Annual Assessment provided for herein, established the due date(s) for the payment thereof and delivered written notice thereof to every owner of a lot in the Subdivision, including Declarant, the Annual Assessment shall commence as to (i) each existing owner of a lot in the Subdivision, except Declarant, as set forth in such notice, and (ii) as to any new owner, except Declarant, on the first day following the initial conveyance of the lot with a dwelling to the owner and shall be adjusted according to the number of days remaining in the calendar year for which the Annual Assessment has been levied. The Declarant, its successors and assigns, shall not be required to pay the Annual Assessment for any lot owned by it.

d. Creation of Lien and Personal Obligation for Assessments. Each owner of a lot in the Subdivision, by such owner's acceptance of a deed conveying a lot to it, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association, when and as due, any and all Annual Assessments and Special Assessments, including, without limitation, late payment charges, interest on delinquent Assessments, and collection and foreclosure costs and expenses, including reasonable attorneys' fees, as hereafter provided. Each Assessment, together with any charge incurred or assessed with respect thereto, shall be a charge against and a continuing lien upon, each lot against which each such Assessment is levied. Each Assessment, together with any charge incurred or assessed with respect thereto, shall also be the personal obligation of each owner of each lot against which such Assessment is levied at the time such Assessment is due.

e. Common Expense Budget and Annual Assessments. Not later than the earlier of December 1 or the date of the annual meeting of the Members, the Board of Directors shall prepare and deliver to the Members a budget for the operation of the Association and the maintenance of the Common Area for the following calendar year, which budget shall include an estimate of the Common Expenses and the Annual Assessments for the following calendar year, and a statement of the sources and estimated amounts of funds to cover such Common Expenses, which may include any surplus to be applied from prior years, any income expected from sources other than Annual Assessments, and the amount to be generated through the levy of Annual Assessments.

The Board of Directors shall deliver a copy of the final budget and notice of the amount of the Annual Assessment to be levied to each lot owner not later than the earlier of December 1 or the date of the annual meeting of the Members prior to the beginning of the Annual Assessment period. The budget shall automatically become effective unless disapproved by the vote of not less than two-thirds (2/3) of the Members who are voting in person or by proxy at the annual meeting of the Members or at a meeting of the Members duly called for such purpose. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the Association's Bylaws. Any such petition must be presented to the Board of Directors within ten (10) days after delivery of the budget and notice of the Annual Assessment.

If any proposed budget is disapproved or the Board of Directors fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board of Directors may revise the budget and adjust the Annual Assessment from time to time during any calendar year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth above.

e. Notice and Quorum. Written notice of any meeting of the Members required by this Section (other than a regularly scheduled annual meeting) shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members and/or of proxies entitled to cast sixty percent (60%) of all the votes of the Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the Members present in person or by proxy entitled to votes. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

f. Uniform Rate of Assessment. Unless otherwise expressly provided in this Declaration, Assessments shall be fixed at a uniform rate for all lots in the Subdivision. Assessments may be collected on an annual, monthly, quarterly or other basis as determined by the Board of Directors.

g. Certificate of Payment. The Association shall, upon written request from any Owner, and for a reasonable charge, furnish a certificate to such Owner signed by an officer of the Association setting forth whether the Assessments on such Owner's Lot have been paid. A properly executed certificate issued by a duly authorized officer of the Association as to the status of all Assessments on a Lot shall be binding upon the Association as of the date of its issuance.

h. Effect of Nonpayment of Assessments: Remedies of the Association. In the event any owner shall fail to pay any Assessment within thirty (30) days after the due date, such Assessment shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the maximum legal rate, whichever is less, and shall be subject to a late payment charge, in the discretion of the Board of Directors, not to exceed Twenty-Five Dollars (\$25.00) or the maximum legal rate, whichever is less. The Association or its managing agent or other representative may bring an action or proceeding against the owner personally obligated to pay the same to collect such delinquent Assessment, together with any accrued charges, or to foreclose the Association's lien against the Lot against which the Assessment was levied. For purposes of this paragraph, the amount of any delinquent Assessment, plus accrued charges, shall be

considered evidenced by this paragraph and, therefore, evidence of indebtedness shall hereby exist. No owner may waive or otherwise escape liability for any Assessment or charge by non-use of the Common Area or by non-use, abandonment, sale or transfer of his/her lot.

g. Subordination of the Association's Lien to Mortgages. The Association's lien for Assessments provided for herein shall be subordinate to the lien of any first priority deed of trust or mortgage. The sale or transfer of any lot shall not affect or impair the Association's lien for any Assessment. However, the sale or transfer of any lot pursuant to a mortgage foreclosure sale, or transfer of title to the mortgagee in lieu thereof, shall extinguish the Association's lien for any Assessment and charge which became due and payable prior to the date of such foreclosure sale or transfer to a mortgagee in lieu thereof. No such sale or transfer shall, however, relieve or release any lot from liability for any Assessments or charges thereafter becoming due or from the lien thereof.

h. Exempt Property. The Common Area shall be exempt from the lien of any Assessment. Any lot which the Declarant shall hereafter designate for common use as part of the Common Area, and any part of the Property granted to or used solely by a utility for the purpose of providing utility services to the Property, or any part thereof, shall be exempt from the lien of any Assessment.

6. No Other Amendment. Except to the limited extent expressly amended, modified and/or supplemented herein, all of the controls, restrictions, covenants, conditions, easements, charges, liens and other provisions contained in the Declaration shall remain in full force and legal effect. To the extent that any provision contained in this Amendment is contrary to or inconsistent with any existing provision contained in the Declaration, the provision contained in this Amendment shall be paramount and controlling and the existing provision contained in the Declaration shall be construed consistent therewith.

IN WITNESS WHEREOF, Declarant and Starmount II have each caused this Amendment to be duly executed as of the day and year first above written.

[SIGNATURES BEGIN ON NEXT PAGE]

STERLING CREEK, LLC, a North Carolina limited liability company

By: Hillsborough Development Partners, LLC, a North Carolina limited liability company, its Manager

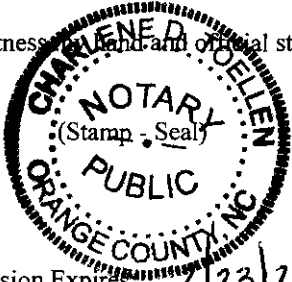
By: *George A. Horton, III* (Seal)
George A. Horton, III, Manager

By: *James W. Parker, Jr.* (Seal)
James W. Parker, Jr., Manager

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, the undersigned Notary Public of the State and County aforesaid, do hereby certify that **GEORGE A. HORTON, III** and **JAMES W. PARKER, JR.** each personally appeared before me this day and acknowledged that he is a Manager of Hillsborough Development Partners, LLC, a North Carolina limited liability company; that Hillsborough Development Partners, LLC is the Manager of **STERLING CREEK, LLC**, a North Carolina limited liability company; and that, by authority duly given, he voluntarily signed the foregoing instrument for and on behalf of Hillsborough Development Partners, LLC in his capacity as a Manager for the purposes therein stated.

Witness my hand and official stamp or seal, this the 14th day of January, 2018.
Charlene D. Tollen
Signature of Notary Public



Charlene D. Tollen
Printed or Typed Name of Notary Public

My Commission Expires: 2/23/20

[SIGNATURES CONTINUE ON NEXT PAGE]

STARMOUNT FOREST II, LLC, a North Carolina limited liability company

By: Hillsborough Development Partners, LLC, a North Carolina limited liability company, its Manager

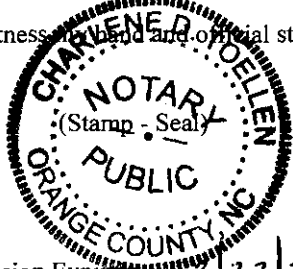
By: [Signature] (Seal)
George A. Horton, III, Manager

By: [Signature] (Seal)
James W. Parker, Jr., Manager

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

I, the undersigned Notary Public of the State and County aforesaid, do hereby certify that **GEORGE A. HORTON, III** and **JAMES W. PARKER, JR.** each personally appeared before me this day and acknowledged that he is a Manager of Hillsborough Development Partners, LLC, a North Carolina limited liability company; that Hillsborough Development Partners, LLC is the Manager of **STARMOUNT FOREST II, LLC**, a North Carolina limited liability company; and that, by authority duly given, he voluntarily signed the foregoing instrument for and on behalf of Hillsborough Development Partners, LLC in his capacity as a Manager for the purposes therein stated.

Witness my hand and official stamp or seal, this the 14th day of January, 2016



Charlene D. Toellen
Signature of Notary Public

Charlene D. Toellen
Printed or Typed Name of Notary Public

My Commission Expires: 2/23/20

[SIGNATURES PAGES CONCLUDE]