

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 Starmont 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 Starmont Forest to certain protective covenants recorded in Book 1209, Page 563, Granville County Registry; and

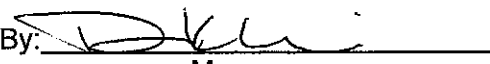
Whereas, Declarant is desirous of amending said protective covenants; and

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

Now, therefore, Declarant does hereby amend Paragraph 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


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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.

WITNESSETH:

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.

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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

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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

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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

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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.

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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.

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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

