

FILED
GRANVILLE COUNTY
12/12/2005 3:29 PM
KATHRYN CREWS AVERETT
Register Of Deeds

PREPARED BY AND HOLD FOR: Kelly J. Mackay, Attorney at Law
Warren, Perry & Anthony, PLLC
Post Office Box 1187
Wake Forest, NC 27588

NORTH CAROLINA
GRANVILLE COUNTY

PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS made this 30 day of November 2005, by INCEPT PROPERTIES, INC. (hereinafter called "Declarant"), of Wake County, North Carolina;

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described below and desires to subject said real property to the Protective Covenants hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the following described real property located in 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 38 through 73 of Fieldstone West Subdivision as shown on that plat recorded in Book of Maps 32, Page 131, Granville County Registry.

All dwellings shall have finished ground floor area, exclusive of basements, porches, and garages of 1,600 square feet for one story and 1,800 square feet for one and one-half and two story homes. Yards must be seeded and landscaped in front, back, and on each side. All stumps, debris and waste material from construction shall be removed from the lot immediately upon completion of the residential building. All dwellings shall have a brick or stone veneer wall section on the front exterior of the home.

Unless Granville County subdivision regulations specify otherwise, 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; nearer to any side street than 25 feet; nearer to any side property line other than a side street than 15 feet; or nearer to any rear lot line than 25 feet. All dwellings shall have a minimum of 8 feet by 12 feet main roof pitch. No dwelling shall have metal roofing, except for copper accent roofing, logs of any sort, or cinder block, unless used on the exterior foundation and then covered with brick. All dwellings shall be constructed of hardiplank siding. All dwellings shall have concrete driveways from street to house. 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. No mobile homes, single-wide or double-wide or manufactured of any kind, shall be allowed.

12/13/05 mailed to : 4

No lot or portion shall be dedicated or used for a private or public street by anyone other than Declarant. Declarant specifically reserves the right to reconfigure any lots which have not yet been sold by Declarant to third parties for easement or other access purposes.

No lot in the subdivision may be subdivided except as deemed necessary by Declarant as set out in the previous paragraph. This shall prevent any owner from splitting a lot into two or more lots.

All LP gas tanks must be buried underground. Notwithstanding this restriction, LP gas tanks of one hundred twenty gallons or less may be above ground provided they are located behind the dwelling and are not visible from the street in front of said dwelling.

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the subdivision. No heavy duty trucks or tractor trailers may be parked in the subdivision except during construction. No signs or billboards shall be erected or maintained on any lot other than real estate signs. No trade materials or inventories may be stored or regularly parked on any lot. No business activity or trade of any kind shall be conducted on any lot except that an office may be maintained in a dwelling if there is not client or customer traffic to the office.

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 lot at any time as a residence, either temporarily or permanently.

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. 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 owner.

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 trailers and campers shall be kept in the back or side yard. No inoperable vehicle shall be kept in the subdivision. If work or repairs are being done on a vehicle, such work or repair shall be done promptly, or the vehicle shall be removed from the subdivision; however, notwithstanding this provision, no major repair work shall be done outside of the garage of any dwelling.

The owner of any lot containing an approved dwelling may erect one outbuilding thereon provided that he first submits plans and site locations for such out buildings to Declarant, or to such persons designated by Declarant (hereinafter called "Declarant's designee"). Such plans shall show the location of the proposed outbuilding, the type or exterior building materials, and the proposed use to be made of the outbuilding. An outbuilding shall be defined as a building not attached to the dwelling and must be less than 600 square feet in area. Any outbuilding must have the same roofing material, same color, and same type of siding as the dwelling. Any outbuilding must be a one story structure with a wall height not to exceed 14 feet. Specifically, no metal buildings will be

allowed.

No communication poles, satellite dishes, exceeding 24 inches in diameter, aerials, "ham" radio towers or other form of communication tower, pole or device will be permitted on any lot. Any satellite dish which is less than 24 inches in diameter must be approved if to be placed in front of the house.

The only signs to be allowed in the subdivision shall be as set forth in this paragraph. Realty companies or owners may display standard "for sale" signs on a lot (one per lot). Under no circumstances may a "for sale" sign be more than six square feet. Declarant reserve the right to erect, install, and identify individual lots by placing such signs upon them. Once a lot is sold, such signs shall be removed. Declarant reserves an easement on Lots 38 and 73 for a temporary subdivision sign, a permanent subdivision sign, fencing, landscaping or other entryway feature.

No dwellings shall be constructed on a slab, including a concrete slab or slab of any other type of material. Each dwelling shall have either a basement or a crawl space, or both.

No, fence, wall, hedge or mass planting shall be erected or permitted to remain on any lot closer to the front lot line than the back of the dwelling located on the lot. All fences must be at least five feet off of the side and back property lines. The type, style and location of all fences must be approved in advance by the Declarant or Declarant's designee. No fence wall, hedge or mass planting shall encroach upon adjoining lots. No fence shall be greater in height than five feet at any portion of the fence, and no fence shall enclose more than one-half of the total area of the lot.

During construction, each owner shall be responsible to see that unreasonable and excessive amounts of mud and dirt are not tracked onto the paved roads; excessive and unreasonable amounts of trash and debris from construction are not allowed to get on or be left on the roads, road rights-of-way or adjoining lots; and vehicles related to construction are not allowed to park on or along the roads and cause damage to the roads and/or shoulders of the roads. If any of these situations or conditions shall occur, the owner of the lot and/or the owner's contractor and subcontractors will be asked to take all corrective action necessary to correct the problems and/or repair any related damage. If an owner and/or his contractor and subcontractors do not act responsibly to correct all problems addressed herein in a prompt and satisfactory manner, in the opinion of the Declarant or Declarant's designee, then the Declarant or Declarant's designee may have the needed work done, and the cost incurred shall be borne by said lot owner.

All driveways extending into the road right-of-way must be installed to meet NC department of transportation specifications and requirements. All driveway pipes installed in the ditch on the road right-of-way must be reinforced concrete and have a diameter of 15 inches or more. All driveways are to be graded so that water will drain away from the asphalt street to the pipe and ditch and not onto the street.

Neuse River Basin Buffer Rules as adopted by the NC Environmental Management Commission apply to all areas shown on the recorded maps as drainageway buffers.

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 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. No easement shown on the recorded plat as a drainage easement will be changed or canceled by anyone without the written consent of the NC Department of Transportation. 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.

All mailboxes and paper boxes on the road rights-of-way must meet NC Department of Transportation and US Postal Service standards, regulations and requirements. The Declarant or Declarant's designee will have the right to remove any mailboxes and paper boxes which Declarant or Declarant's designee finds are not in compliance if, upon written notice from the Declarant or Declarant's designee, the owner does not correct all problems promptly and properly. All mailboxes shall be per the Declarant's design standard.

Other than complying utilities, drainage facilities, signs, driveways, mailboxes and paper boxes, no structures or plantings, other than grass, shall be placed or permitted to remain anywhere on the road rights-of-way. The Declarant or Declarant's designee will have the right to remove any structures or plantings which Declarant or Declarant's designee finds are not in compliance if, upon written notice, the owner does not correct all problems promptly and properly. The purpose of this restriction is to comply with the requirements of the NC Department of Transportation as said requirements relate to taking over this subdivision for maintenance.

As determined by Declarant, lot owners will be required to pay Wake Electric Membership Corporation a proportionate monthly service charge of outdoor street lighting. This charge will begin on the first day of the month following the lot purchase date. This responsibility will remain with the current owner of each lot as long as Wake Electric Membership Corporation maintains the outdoor lighting service, and the charge will fluctuate in accordance with Wake Electric Membership Corporation's current rates.

In order to maintain good grass cover of the banks and shoulders of the roads and further in order to prevent soil erosion, no motor bikes, three-wheelers, four-wheelers, go-carts or other similar recreational vehicles licensed or unlicensed, may be operated of the banks or shoulders of the roads. In order to promote safety and to prevent noise pollution, motorbikes, three-wheelers, four-wheelers, go-carts, similar recreational vehicles, or other nosy vehicles, licensed or unlicensed, may be operated on any of the roads; this provision shall not apply to construction or maintenance vehicles being used for such purposes.

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. Such action may be either one to

restrain a violation or to recover damages.

Invalidation of any one 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.

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 of these covenants 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.

These covenants may be amended in writing by the Declarant as long as Declarant continues to own at least one lot in this subdivision. When Declarant ceases to own a lot in the subdivision or if lot owners other than the Declarant wish to amend these covenants, then these covenants may be amended in writing by a two-thirds vote of the then owners of the lots in the subdivision.

IN WITNESS WHEREOF, DECLARANT has caused this instrument to be signed and sealed, this the 30 day of November, 2005.

INCEPT PROPERTIES, INC.

By: Larry Boan, Pres (SEAL)
LARRY BOAN, President

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Larry Boan, personally appeared before me this day and acknowledged that he is President of Incept Properties, Inc., a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President.

Witness my hand and official stamp or seal, this 30 day of November, 2005.

My commission expires: 6/20/07

Jinda L. Bruno
NOTARY PUBLIC



FILED
 GRANVILLE COUNTY
 02/15/2006 1:19 PM
 KATHRYN CREWS AVERETT
 Register Of Deeds

Prepared by and hold for: Kelly J. Mackay, Attorney
 Warren, Perry, & Anthony, P.L.L.C.
 Post Office Box 1187
 343 South White Street
 Wake Forest, NC 27588-1187

STATE OF NORTH CAROLINA

AMENDMENT TO DECLARATION
 OF PROTECTIVE COVENANTS

GRANVILLE COUNTY

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
 made this 10th day of February 2006, by INCEPT PROPERTIES, INC. (hereinafter
 referred to as "Declarant"), of Wake County, North Carolina;

WITNESSETH:

WHEREAS, Declarant entered into a Declaration of Protective Covenant for Lots
 38 through 73 of Fieldstone West Subdivision. By Declaration recorded in Book 1123,
 Page 0327, Granville County Registry (hereinafter referred to as "Declaration"); and

WHEREAS, Declarant desires to amend the original Declaration in order to
 correct provisions within the Declaration relating to square footage requirements and
 recreational vehicle usage; and

WHEREAS, the Declaration provides that if Declarant remains the owner of at
 least one of the lots subjected to the Declaration, Declarant may amend the Declaration
 without the approval of other lot owners; and

WHEREAS, Declarant remains the owner of at least one lot which has been
 subjected to the Declaration;

NOW, THEREFORE, the Declarant hereby declares that the original Declaration
 of Protective Covenants shall be amended as follows:

1. The first paragraph following the description shall be removed and replaced
 with the following paragraph:

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All dwellings shall have finished ground floor area, exclusive of basements, porches and garages of 2,000 square feet for one story and 2,200 square feet for one and one-half and two story dwellings. Yards must be seeded and landscaped in front, back and on each side of the dwelling. All stumpage, debris and waste material from construction shall be removed from the lot immediately upon completion of the residential building. All dwellings shall have a brick or stone veneer wall section on the front exterior of the home.

2. The second paragraph following the description shall be removed and replaced with the following paragraph:

Unless Granville County subdivision regulations specify otherwise, 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 fifty (50) feet; nearer to any side street than twenty-five (25) feet. All dwellings shall have a minimum of eight (8) feet by twelve (12) feet main roof pitch. No dwelling shall have metal roofing, except for copper accent roofing, logs of any sort, or cinder block, unless used on the exterior foundation and then covered with brick. All dwellings shall be constructed with Hardiplank-type cement fiber siding. No vinyl siding is to be used on any dwelling for any purpose. All lots shall have a concrete driveway that runs from the road pavement to the garage doors of the dwelling. The only lots which are excepted from such requirement are lots 53, 54 and 55, and an exception shall be granted only upon approval of site plan by the Declarant; however, in any event, lots 53, 54 and 55 shall be required to have a minimum concrete driveway length of one hundred (100) feet beginning from the road pavement. For the purpose of this covenant, eaves, steps and open porches shall not be considered 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. No mobile homes, single-wide or double-wide or manufactured of any kind, shall be allowed.

3. The Declaration shall be amended to include the following provision as the sixth paragraph following the description:

Lot owners shall have the option of creating a mandatory Fieldstone West Homeowners Association (hereinafter referred to as "Association"). Such an Association may be created upon the approval of a majority vote of lot owners following completion and occupation of all thirty-six (36) lots in the subdivision. Each lot shall be bound by the decision of a majority of the votes taken (in person or by proxy) at a meeting for which notice thereof was provided to each lot owner (at the street address of such lot) at least ten (10) and no more than fifty (50) days prior to such meeting. The Association shall have the power to operate as an Architectural Control Committee (hereinafter referred to as "ACC") for the subdivision and to create other rules and regulations for the subdivision. If the Association is created it shall have full responsibility for regulating any requirement of these covenants. The ACC, at its discretion, shall regulate building and improvements to dwellings or upon lots and shall maintain architectural integrity of subdivision.

Once a dwelling is constructed on a lot, the lot owner shall not have the right to change the exterior color of the dwelling without the written approval of the Declarant or the ACC if one is formed.

4. The Declaration shall be amended as follows:

The covenants provide as follows: "No heavy duty trucks or tractor trailers may be parked in the subdivision except during construction." This sentence shall be deleted and replaced with the

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following sentence: "No heavy duty trucks or tractor trailers may be parked in the subdivision except during construction of a dwelling in the subdivision."

5. The Declaration shall be amended to include the following provision to the end of fourteenth paragraph following the description:

All fencing shall be the sole responsibility of the lot owner, including any maintenance.

6. The Declaration shall be amended to include the following provision:

Once a dwelling is constructed on a lot, the lot owner shall not have the right to change the color of the dwelling without the written approval of the Declarant or the ACC if one is formed.

7. Except as set forth herein, the original Declaration of Protective Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has signed and sealed this instrument the day and year first hereinabove written.

INCEPT PROPERTIES, INC.

BY: Larry Boan, Pres. (SEAL)

Larry Boan, President

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Larry Boan personally came before me this day and acknowledged that he is the President of Incept Properties, Inc., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President. Witness my hand and official stamp or seal, this 10th day of February, 2006.

My Commission Expires: 4/24/07

Notary Public: M.B. Spangenberg

