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GRANVILLE COUNTY
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KATHRYN CREWS AVERETT
Register Of Deeds

Prepared by and return to: N. Kyle Hicks, P.O. Box 247, Oxford, NC 27565

STATE OF NORTH CAROLINA

COUNTY OF GRANVILLE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FLETCHER'S POINTE HOMEOWNERS ASSOCIATION

THIS DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS, made this the 17 day of April, 2003, by Fletcher's Pointe, Inc., herein called Declarant;

W I T N E S S E T H:

THAT WHEREAS, Declarant is the owner of certain real property herein described and desires to subject said real property to certain restrictive covenants hereinafter set forth, and does hereby declare that the real property described in Exhibit "A" is and shall be held, transferred, sold and conveyed subject to the Covenants and Conditions hereinafter set out.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Fletcher's Pointe Homeowners Association, in whatever form or entity it may be organized or exist from time to time, its successors and assigns.

Section 2. "Board of Directors" means those persons elected or appointed and acting collectively as the Directors of the Association pursuant to the bylaws of the Association.

Section 3. "Bylaws" means the bylaws of the Association as they now or hereafter exist.

Section 4. "Common Area" means all streets in the Subdivision as well as easements and other areas reserved by Declarant for drainage easements, utility easements, site easements and use by the Owners.

Section 5. "Common Expenses" shall mean and include:

- (a) All sums lawfully assessed by the Association against its members;
- (b) Expenses of administration, operation, maintenance, clearing, repair or replacement of the common areas, or any aspect thereof, including but not limited to, streets, street lights, drainage systems, easements and the subdivision sign;

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(c) Other expenses agreed by the members to be common expenses of the Association.

Section 6. "Declarant" shall mean and refer to Fletcher's Pointe, Inc., its' successors and assigns.

Section 7. "Home" or "house" shall mean and refer to a dwelling or place of residence constructed upon a lot within the subdivision.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Subdivision with the exception of the Common Area listed as a part thereto of Fletcher's Pointe Subdivision.

Section 9. "Member" shall mean and refer to every person who is a member of the Association.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Person" shall mean and refer to any individual, Corporation, Partnership, Association, Trustee or other legal entity.

ARTICLE II COMMON AREA PROPERTY RIGHTS

Section 1. Title to Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the common areas to the association, free and clear of all liens and encumbrances, including, but not limited to, drainage easements and easements to governmental authorities, upon the condition that such area as shall be designated common area shall be for the sole and exclusive use and benefit of the members. Such area shall be maintained in conformity with the requirements of this Declaration, Bylaws, and Articles of Incorporations of the Association, at the sole expense of the Association.

Section 2. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

(b) The right of the Association to formulate, publish and enforce rules and regulations as hereinafter set forth.

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(c) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the common area, upon consent of at least two-thirds (2/3) of the lot owners, excluding the Declarant.

(d) No person shall undertake, cause or allow any alteration or construction on or upon any portion of the Common Area except at the direction of and with the express written consent of the Association.

(e) The Common Area shall be used only for purposes for which it is intended and reasonably suited and which are incident to the use and occupancy of the lots, subject to any rules or regulations that may be adopted by the Association pursuant to the bylaws.

(f) There is specifically reserved over and across that portion of Lot 17 as hereinafter described, an easement for the purpose of common area improvements, including but not limited to, barrier trees, entrance signs, street lights and any other improvements approved by the Fletcher's Pointe Homeowners Association or Declarant. The owner of Lot 17 may not construct, erect or place any type of building or structure or other improvement on the area in which the easement is reserved, that area being more particularly described as follows:

Beginning at a point located in the southern margin of S.R. 1123, said point being the northwest corner of Carlene Lane where it intersects with the southern margin of S.R. 1123, and from said beginning following the western margin of Carlene Lane along a curve as follows: radius = 205.00 feet, length = 119.57 feet, direction = S. 34° 53' 13" W., cord = 117.88 feet to a point; thence along the curve radius = 375 feet, length = 223.83 feet, direction = S. 34° 29' 48" W., cord = 220.52 feet; thence S. 17° 23' 49" W. 450.31 feet to a point; thence along a curve radius = 375.00 feet, length = 182.59 feet, direction = S. 03° 26' 54" W. 180.79 feet to a point; thence S. 89° 27' 18" W. 73.14 feet to an existing iron rod located in the line of Shirley and Jerry Cates, et al (DB 609, Page 607); thence along the line of Cates, N. 17° 23' 49" E. 947.83 feet to a point located in the southern margin of S.R. 1123; thence along the southern margin of S.R. 1123, S. 85° 10' 01" E. 80.18 feet to an existing iron rod; and thence along a curve as follows: radius = 470.00 feet, length = 48.43 feet, direction = S. 80° 00' 28", chord = 48.41 feet, to the point and place of beginning, containing 0.94 acre.

Section 3. Drives, Parking Area, and Utilities. All of the Common Area shall be subject to a perpetual nonexclusive easement or easements in favor of all Owners of lots for their use and the use of their immediate families and guests for all proper and normal purposes and for ingress, egress and regress for driveways, walkways, and parking areas, and all of the property shall be subject to perpetual non-exclusive easements in favor of all Owners of lots for their use and the use of their immediate families and guests for water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines, cable lines, street lights and other public utilities. The

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Association shall have the power and authority to grant and to establish in, over, upon and across the Common Area conveyed to it such further easements as are requisite for the use and enjoyment of the lots in Fletcher's Pointe Subdivision.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Every owner of a lot which is subject to assessment, including contract purchasers, but excluding persons who hold an interest merely as security for the performance of any obligations, shall be a member of the Association, and shall be entitled to one vote per lot. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE IV.
COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.
Each lot owner, by the acceptance of a deed to any lot within the Subdivision, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, and other fees deemed necessary by the Association shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's and other fees, shall also be the personal obligation of the Owner of such lot at the time when the assessment is due. The obligation for delinquent assessments shall be a continuing lien against the property and shall pass to successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in Fletcher's Pointe Subdivision and for the improvement and maintenance of the Common Areas, and the enforcement of these covenants and rules of the Association.

Section 3. The amount of annual Assessment shall be determined by a vote of two-thirds (2/3) of the Board of Directors.

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Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Board of Directors.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly, quarterly, semi-annual or annual basis as determined by the Board of Directors of the Association.

Section 6. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to each lot on the first day of the month following the conveyance of the said lot, payable in advance. The first annual assessment shall be adjusted according to the number of months remaining in the assessment year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment year. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the lot, or pursue any other remedy allowed by law to collect the assessment. No owner may waive or otherwise escape liability for assessments provided.

Section 8. Subordination of the lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessments lien. No sale or transfer shall relieve such lot from liability for any assessments previously owed or thereafter becoming due from the lien thereof.

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ARTICLE V
ARCHITECTURAL CONTROL

No house, garage, building, fence, wall, or other structure shall be commenced, erected, or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, colors, paint, height, materials and location of the said improvements or alterations shall have been submitted to and approved in writing as to harmony of external design and initial landscaping, and location in relation to surrounding structures and topography by the Declarant or the Board of Directors of the Association or by an Architectural Committee composed of three (3) or more representatives appointed by the Board of Directors. In the event that the Declarant, the Board or the designated Committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to them, approval will not be required and this Article will be deemed to have been fully complied with; provided, that the plans and specifications required to be submitted shall not be deemed to have been received if they contain erroneous data or fail to present accurate information upon which the Declarant, the board or the committee can arrive at the decision.

The said Declarant, the Board or its committee shall have the right, at their election, to enter upon any lot during construction, erection, or installation of improvements or alterations to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications and in a good and workman-like manner, utilizing approved methods and good quality materials.

ARTICLE VI
USE RESTRICTIONS

Section 1. Antennas and Cablevision. The Association shall regulate, but not prohibit, the erection of antennas or satellite dishes on individual lots.

Section 2. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the common area. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors, shall be recorded in a Book of

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Resolutions, which shall be maintained in a place convenient to the owners and available to them for inspection during normal business hours.

Section 3. Use of Lots. Each lot shall be for the following uses and subject to the following restrictions, in addition to those set forth in the Bylaws:

(a) All lots shall be used for single family residential purposes only. No lot may be subdivided. No structure of a temporary character, trailer, tent, shack, garage or other out building shall be placed on any lot for use as a residence.

(b) All one story/ranch style homes shall contain a minimum of two thousand (2,000) square feet of heated living area excluding porches, carports, decks or other out structures. All two (or more) story houses shall contain a minimum of twenty-four hundred (2400) square feet of heated living area excluding porches, carports, decks or other out structures.

(c) All homes shall be on-site stick built or off-frame modular homes. No trailers, mobile homes or on-frame modulars of any kind shall be allowed on any lot.

(d) All homes shall have a brick, stone, or stucco front. The front of the home shall be defined as that portion of the home facing the subdivision street or road. Lots 1, 11 and 17 shall be completely brick, stone or stucco.

(e) All homes shall have a minimum of 9/12 roof pitch.

(f) All homes shall have a minimum two-car garage that can be attached or detached. If detached, the garage shall consist of the same exterior material as the house.

(g) All driveways must be concrete from the edge of the paved subdivision road to the garage, and shall include an area for not less than two (2) side by side parking spaces on each lot.

(h) Construction of any improvement upon any lot shall be completed within twelve (12) months from the commencement of construction.

(i) No Owner shall do or keep anything, nor cause or allow anything to be done or kept, on his lot which will result in the cancellation of insurance on any portion of the subdivision, or the contents thereof, or which will be in violation of any law, ordinance, or regulation. No waste shall be committed on any portion of any lot.

(j) All garbage receptacles, containers and enclosures shall be located at the rear of the home, and shall be concealed by walls, fences, or other screening at all times except for pick-up times.

(k) No immoral, improper, offensive or unlawful use shall be made of any lot, or any part thereof, and all laws, ordinances, and regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the subdivision, shall be complied with, by and at the sole expense of the owner.

(l) No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or may become a nuisance or annoyance to residents within the subdivision.

(m) No industry, business, trade, occupation or profession of any kind, whether commercial or otherwise, shall be conducted, maintained or permitted on any lot, except that the Declarant or its agents may use any unsold home for sales or display purposes.

(n) No Owner shall display, or cause or allow to be displayed, to public view, any sign, placard, poster, or billboard on any lot, except any owner may display a for sale sign not to exceed 2' X 3' on his lot. No other signs shall be permitted except as may be allowed by the Declarant or the Association pursuant to its by laws.

(o) All automobiles and other motor vehicles located on any lot must be currently licensed, inspected and operable. Any automobiles not currently licensed and inspected shall be subject to removal by the Association at the owner's expense. No automobiles, motor vehicles, boats or trailers of any type shall be parked upon the roads or right-of-ways overnight. No commercial vehicles of any kind shall be parked on or in front of any lot except for limited delivery purposes.

(p) No building shall be placed nearer than fifty (50') feet to the side property line; or nearer than seventy-five (75') feet to the rear property line; or nearer than fifty (50') feet from the front of the property line on all lots, or nearer than fifty (50') feet from any road or street abutting any corner lot. Further, there shall be no clearing within fifty (50') feet of any creek, branch or spring with such area remaining in its natural state. In addition to this fifty (50') foot environmental buffer there shall also be an additional twenty (20') foot scenic easement extending from the fifty (50') foot buffer in which there shall be no structures built. Within the twenty (20') foot scenic easement property owners may cut the underbrush and keep the grass mowed.

No barrier fence or barrier trees shall be planted in front of any house or nearer than fifty feet (50') from the front of the property along any side

property line. This restriction does not apply to decorative fences that do not obstruct visibility.

(q) Each owner of a lot shall at all times maintain any structures thereon in a well kept condition and keep lots free of trash and rubbish, as well as keeping grass mowed on a regular basis.

(r) No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any home. However, dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and further that they do not become a nuisance or present a danger to other lot owners within the subdivision.

(s) No home shall be leased for transient or hotel purposes, nor may any owner lease less than the entire lot and all improvements thereon, nor shall any such lease be for a period of less than one hundred eighty (180) days. All leases shall be subject to the terms of this Declaration.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these provisions shall not affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless revoked by a vote of at least seventy-five (75%) of the lot owners. This declaration may be amended by an instrument by not less than seventy-five (75%) percent of the lot Owners. Any amendment must be recorded at the Register of Deeds of Granville County, North Carolina.

Section 4. Conflicts. In the event of irreconcilable conflict between the Declaration and the Bylaws, the Declaration shall control. In the event of irreconcilable conflict between the Bylaws and Articles of Incorporation of the Association, the Articles of Incorporation shall control.

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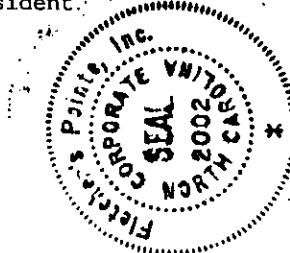
IN WITNESS WHEREOF, the undersigned Declarant has hereunto caused this instrument to be signed by its president and attested by its secretary as owner this the day and date indicated hereinabove.

Fletcher's Pointe, Inc.

Carlene E. Fletcher (SEAL)
Carlene E. Fletcher, President

Attest:

David Wayne Fletcher
Secretary



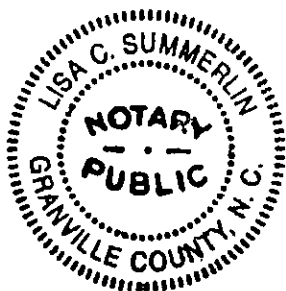
STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

I, Lisa C. Summerlin, a Notary Public of the County and State aforesaid, do hereby certify that David Wayne Fletcher, personally appeared before me this day and acknowledged that he is Secretary of Fletcher's Pointe, Inc., and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by self as its Secretary.

Witness my hand and notarial seal, this the 17 day of April, 2003.

Lisa C. Summerlin
Notary Public

My Commission Expires: 2/1/04



STATE OF NORTH CAROLINA, GRANVILLE COUNTY

The foregoing certificate of Lisa C. Summerlin
a Notary Public

is certified to be correct. This instrument was presented for registration and filed in this office in Book 959 Page 829

This 21st day of April, 2003 at 1:24 o'clock PM

Register of Deeds Kathryn F. Smith

by Danny H. Alford Assistant Deputy

Property Description for:
Carlene E. Fletcher
(Fletcher's Pointe, Inc.)

EXHIBIT "A"

All of that certain tract or parcel of land lying and being situate in Tally Ho Township, Granville County, North Carolina, and more particularly described as follows:

Beginning at an existing iron rod located in the southern margin of Roberts Chapel Road (SR 1123) in the line of Shirley & Jerry Cates and Betty & Paul Jenkins (DB 609, PG 607), and from said beginning along the southern margin of Roberts Chapel Road (SR 1123), S. 85° 10' 01" E. 80.18 feet to an existing iron rod; thence continuing along the southern margin of Roberts Chapel Road (SR 1123) along a curve having a radius of 470.00 feet, length 48.43 feet, direction S. 80° 00' 26" E., cord = 48.41 feet to a point; thence continuing along a curve having a radius of 470.00 feet, length 78.25 feet, direction S. 66° 11' 01" E. 78.16 feet to an existing TELPED in the line of William Ronald Davis & Carolyn Tilley Dry (DB 248, PG 618); thence along the line of Davis along a curve having a radius of 291.17 feet, length 77.77 feet, direction S. 36° 47' 04" E. and cord = 77.53 feet to a point; and continuing along a curve having a radius of 300.00 feet, length 156.25 feet, direction S. 44° 03' 15" E., cord = 154.49 feet to an existing iron rod located in the line of Charles Howard Nye & Rosemary L. Nye (DB 685, PG 751); thence along the line of Nye, along the centerline of the creek as follows: S. 07° 53' 25" E. 65.54 feet, S. 03° 21' 32" W. 37.98 feet, S. 52° 15' 42" W. 62.70 feet, S. 19° 12' 17" W. 20.55 feet, S. 19° 12' 17" W. 58.04 feet, S. 74° 13' 59" W. 48.85 feet, S. 22° 59' 35" W. 85.30 feet, S. 29° 03' 54" W. 69.09 feet, S. 29° 03' 54" W. 15.00 feet, S. 12° 03' 18" E. 45.98 feet; S. 09° 16' 58" E. 138.45 feet, S. 09° 07' 42" E. 50.29 feet, S. 09° 07' 42" E. 59.56 feet, S. 03° 46' 28" E. 36.91 feet, S. 53° 03' 17" W. 36.67 feet, S. 06° 53' 45" E. 40.91 feet, S. 35° 02' 20" E. 180.38 feet, and S. 14° 31' 40" W. 37.52 feet to a point in the line of Edward N. & Gladys F. Cooke, et al (DB 182, PG 202); thence along the line of Cooke and the centerline of said creek as follows: S. 12° 34' 32" W. 140.90 feet to a point, S. 06° 52' 10" W. 103.60 feet to a point, S. 19° 05' 27" W. 30.34 feet, S. 19° 05' 27" W. 54.52 feet, and S. 20° 18' 29" W. 97.36 feet to an existing iron rod located in the line of Teresa M. Thomas (DB 736, PG 175); thence continuing along the centerline of the creek along the line of Thomas, S. 19° 00' 21" E. 102.34 feet and S. 17° 34' 57" W. 73.72 feet to an existing iron rod in the line of Guy & Donna Beckwith (DB 810, Page 705); thence continuing along the centerline of the creek and the line of Beckwith, S. 23° 13' 42" W. 153.37 feet, S. 53° 19' 09" W. 83.86 feet to a point and S. 81° 42' 19" W. 36.86 feet to a point in the line of Melvin Lee Roberts (96W-26B); thence continuing along the centerline of said creek and along the line of Roberts as follows: N. 63° 48' 47" W. 98.79 feet to a point, S. 87° 07' 29" W. 97.62 feet to a point, N. 78° 42' 13" W. 76.89 feet to a point, N. 77° 12' 44" W. 185.93 feet to a point, S. 89° 40' 23" W. 91.49 feet to a point, S. 74° 16' 20" W. 124.69 feet, S. 73° 10' 23" W. 69.92 feet, N. 83° 33' 53" W. 110.77 feet, N. 88° 18' 39" W. 100.11 feet, N. 02° 28' 27" W. 71.67 feet, and N. 50° 36' 54" W. 56.34 feet to a point in the line of Roxana Bertoulch (DB 775, PG 68); thence along the line of Bertoulch, N. 06° 47' 54" W. 16.09 feet to an existing iron rod, N. 06° 47' 54" W. 140.84 feet to an existing iron rod, N. 25° 47' 36" W. 211.75 feet to an existing iron rod in the centerline of the existing 50-foot private road easement (PB 11, PG 158); thence along the centerline of the existing 50-foot private road easement and properties of Bertoulch, Carlene Fletcher (DB 164, PG 454) and Jessie R. & Deborah H. Cheek (DB 214, PG 812) as follows: N. 22° 44' 45" W. 53.69 feet to an existing iron rod, N. 22° 44' 45" W. 115.46 feet to an existing iron rod, N. 47° 28' 48" W. 79.22 feet to an existing iron rod, N. 47° 28' 48" W. 112.31 feet to an existing iron rod, N. 02° 30' 38" W. 152.45 feet to an existing iron rod, and N. 08° 45' 02" E. 200.74 feet to an existing iron rod in the line of Bradley & Catherine Lewis (DB 662, PG 528); thence along the line of Lewis, N. 74° 47' 20" E. 260.14 feet to an existing iron rod in the line of Tommy & Crystal N. Brodgen (DB 814, PG 517); thence along the line of Brodgen, S. 82° 54' 06" E. 142.85 feet to an existing iron rod in the line of Mark Wayne Long & Amy G. Long (DB 721, PG 149); thence along the line of Long, S. 83° 11' 42" E. 85.74 feet to an existing iron rod in the line of Shirley & Jerry Cates, et al (DB 609, PG 607); thence along the line of Cates as follows: S. 73° 40' 42" E. 95.35 feet to a point, S. 73° 40' 42" E. 227.65 feet to a point, S. 73° 40' 42" E. 130.52 feet to an existing iron rod and N. 17° 23' 49" E. 947.83 feet to the point and place of beginning, containing 41.32 acres total area, as per plat and survey of Sear - Brown dated February 10, 2001.

For further reference, see Deed of record in Book 164, Page 454, Granville County Registry.
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