

Prepared by & mail to: H. Glenn Bagwell, Jr., 333 Fayetteville St. Mall, Suite 1500,
Raleigh, N.C. 27601

NORTH CAROLINA
FRANKLIN COUNTY

**RESTRICTIVE COVENANTS
OF
WINDING CREEK SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, that David W. King, Jr., and Harold Glenn Bagwell, Jr., (hereinafter, the "Owners") are the sole owners in fee simple of all of the lots in that subdivision known as "Winding Creek Subdivision" according to a survey by John Y. Phelps, Jr., Registered Land Surveyor, as shown on plat thereof dated October 10, 1995, entitled "Winding Creek Subdivision, Harris Township, Franklin County, North Carolina" of record in Map Book 1996- Page , Franklin County Registry (hereinafter, the "Subdivision"); and, 31

WHEREAS, THE OWNERS contemplate the development of the above referenced real property, and the conveyance to third parties of the lots hereinabove referred to; and

WHEREAS, IT IS THE DESIRE of the Owners that the purchasers and subsequent owners of the said property shall be protected by the Covenants and Restrictions hereinafter set forth to the mutual advantage of the Owners and the purchasers and all subsequent owners of any or all of said property.

NOW THEREFORE, IN CONSIDERATION of the premises, the mutual promises made and to be hereinafter kept, and as an inducement and incentive to the prospective owners to purchase and develop said property, the receipt and sufficiency of which consideration is hereby acknowledged, the Owners do hereby covenant and agree to and with all persons, firms or corporations hereafter acquiring any lot or real property in the above described "Winding Creek Subdivision" that all of the lots in the Subdivision, all of which are as of this date owned by the Owners, are hereby subject to the following covenants and restrictions as to the use thereof and that all subsequent conveyances of the above described lots or real property shall be subject to the following Covenants and Restrictions, to wit:

COVENANTS AND RESTRICTIONS

1. All lots shall be used for residential purposes only. No buildings shall be erected, altered, placed or permitted to remain on any of the lots of the Subdivision, other than detached single-family dwellings, which shall specifically include single-family double-wide manufactured homes. Additional structures will be permitted provided that, and only to the extent that, any such additional structures shall be designed, constructed and maintained in keeping with the style and design of the primary dwelling, i.e., for residential purposes (including storage building, garage, carport, etc.).

2. No tract as shown on the official map of the Subdivision may be resubdivided unless such part of the subdivided tract becomes a part of a whole tract and the remainder of the subdivided tract becomes a part of another whole tract. In no event, however, shall more than one dwelling be erected on any one lot or to any one lot to which there has been made an addition.

3. No inoperable, unlicensed, and/or junk vehicles of any kind will be allowed to remain on any lot within the Subdivision.

4. No livestock, including (but not limited to) swine, cows, goats, horses or chickens will be allowed to be placed, kept or maintained on any tract within the Subdivision. Dogs and cats are excluded from this restriction. No animals shall be kept or raised for commercial purposes.

5. No noxious or offensive activity shall be permitted on any lot in the Subdivision that may be or may become an annoyance or nuisance to the neighbors.

6. No accumulation of trash, debris, or similar material which would detract from the overall appearance of the Subdivision shall be permitted to remain on any tract within the Subdivision. Under no circumstances shall any environmentally hazardous or toxic material be placed, kept or maintained on any lot or real property in or adjacent to the Subdivision. "Environmentally hazardous or toxic material" shall mean any material or substance which is currently or which in the future may be regulated or deemed environmentally hazardous or toxic by any governmental authority, whether federal, state or local.

7. These Covenants and Restrictions shall be in effect and applicable to all lots within the Subdivision for a period of twenty-five (25) years from and after the date hereof; however, if a two-thirds (2/3) majority of the owners of tracts of land within the Subdivision determine that changes in said Covenants and Restrictions will result in the improvement of the Subdivision, then such changes may be made and recorded in the Office of the Register of Deeds of Franklin County, provided that such changes in said Covenants and Restrictions must be made at a specially called meeting of a two-thirds (2/3) majority of the then current owners and after giving written notice to all property owners within the Subdivision of the proposed changes to said Covenants and Restrictions, said notice to be given to all property owners at least thirty (30) days prior to the date of said hearing. These Covenants and Restrictions may be changed, altered, amended, only upon the affirmative vote of at least two-thirds (2/3) of the then current property owners of the Subdivision, with one lot entitled to one vote.

IN TESTIMONY WHEREOF, the said David W. King, Jr., and Harold Glenn Bagwell, Jr., have hereunto set their hand and seal, this 12th day of December, 1995.

David W. King, Jr.

Harold Glenn Bagwell, Jr.

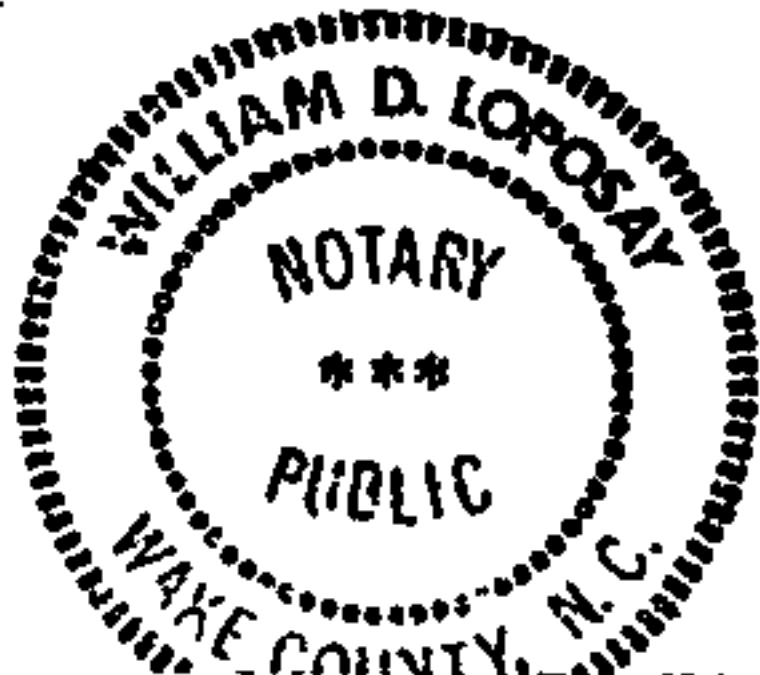
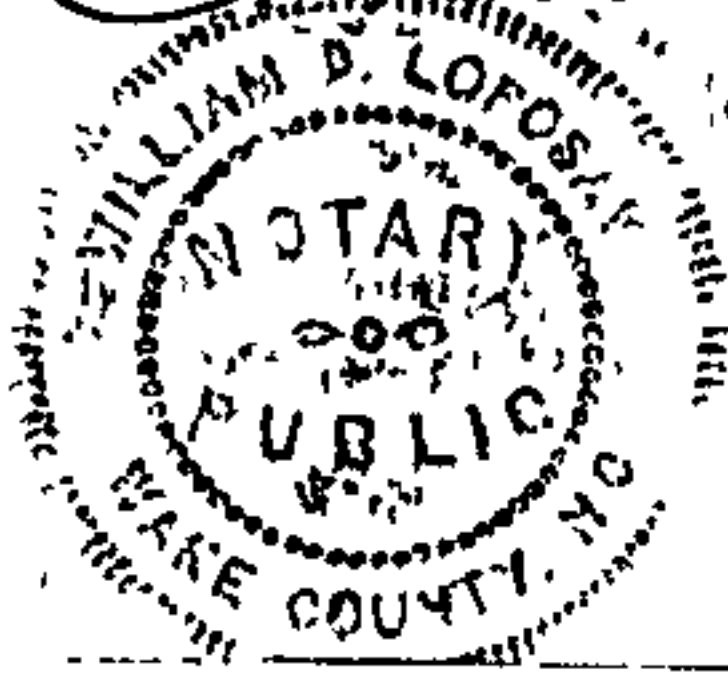
North Carolina
Franklin County

I, the undersigned Notary Public, do hereby certify that David W. King, Jr., and Harold Glenn Bagwell, Jr., each personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this 12 day of December, 1995.

My Commission Expires: 9-6-2000

Notary Public



STATE OF NORTH CAROLINA, FRANKLIN COUNTY

The foregoing certificate(s) of William D. Loposay, a

Notar(y) (ies) Public,

is/are certified to be correct.

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Franklin

County, N.C. in Book 1034

Page(s) 375-376

This 23rd day of January, A.D. 19 96, at 10:30 o'clock A. M.

MARTHA D. SHEARIN, REGISTER OF DEEDS

By Harold Glenn Bagwell, Jr.
Asst. Deputy Register of Deeds