

PREPARED BY AND HOLD AFTER RECORDING FOR: NATHAN M. GARREN, ESQ.

NORTH CAROLINA
GRANVILLE COUNTY
PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS is made this the 27th day of August, 2001, by Wynn Construction, Inc.(hereinafter referred to, collectively and/or severally, as the "Owner"), City of Creedmoor, of Granville County, State of North Carolina.

WITNESSETH:

WHEREAS, the Owner holds title to the real property described hereinbelow (hereinafter referred to as the "Property") and is desirous of subjecting said Property to the Protective Covenants hereinafter set forth.

NOW, THEREFORE, the Owner hereby declares that the Property, located in Dutchville Township, Granville County, North Carolina, is and shall be held, transferred, sold, and conveyed subject to the Protective Covenants hereinafter set forth. The Property is more particularly described as follows:

BEING all of Lot(s) No(s). 1-18 of Fletcher Trace Subdivision, as shown on that certain plat recorded in Book of Maps 26, at Page 152, of the Granville County Registry, North Carolina.

All dwellings shall have finished ground floor areas, exclusive of basements, porches, and garages, of 1,100 square feet or more. Yards must be seeded and landscaped in front and on each side. All stumpage, debris, and waste material from construction shall be removed from the lot immediately upon completion of the residential building.

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 thirty (30) feet, and no dwelling shall be located less than ten (10) feet from any side property line or less than twenty-five (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 said covenant 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 homes of any kind shall be allowed.

Del. Nathan M. Garren, atty. 12-17-01

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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 an 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 within a residence if there is no client or customer traffic to said 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 building site at any time as a residence, either temporarily or permanently.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet and five (5) feet along the side lines of each lot, unless these distances are in excess of such distances reflected 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 therein 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 (2) or more adjacent tracts shall prepare plans for the construction of a house on the line separating said tracts, then the easement along such line shall become void.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the 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 respective animals and will insure that they are not a nuisance other lot owners.

No lot or portion thereof shall be dedicated or used for a public street.

No lot in the Subdivision may be subdivided, except as set out in this paragraph. This covenant shall prevent any owner from splitting a lot into two (2) or more lots. However, the property line between two (2) lots may be altered, making one lot larger and the other smaller, so long as the smaller lot meets all City zoning requirements.

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 behind the owner's residence. No inoperable vehicle shall be kept in the Subdivision. If work or repairs are being performed on a vehicle, such work or repairs shall be completed promptly, or the vehicle shall be removed from the Subdivision.

The owner of any building site containing an approved dwelling may erect one (1) outbuilding upon said lot, provided that the owner first submits plans and a site location for such outbuilding to the other lot owners, or to such persons as are designated by the lot owners or otherwise designated as set forth herein. Such plans shall show the location of the proposed outbuilding, the type of exterior building materials being used in construction thereof, and the proposed use of said outbuilding.

An outbuilding, being herein defined as any building not attached to the dwelling, must contain less than 600 square feet in area. Further, any outbuilding must have the same roofing material, same color, and same type of siding as does the dwelling. The owner of the outbuilding must first obtain approval for same as set forth in the preceding paragraph hereof. No metal building will be allowed.

The only signs to be allowed in the Subdivision shall be as set forth in this paragraph. Realty companies or owners may display standard-type "For Sale" signs, one (1) per lot. Under no circumstances may a "For Sale" sign be more than nine (9) square feet in size. Owners reserve the right to erect, install, and identify individual lots by respectively placing such signs as desired by such owners. Once a lot is sold, said sign shall be removed. Owners reserve the right to use Lots Nos. 1-18 along Elbert Street and Margaret Drive for a temporary or permanent Subdivision sign, fencing, landscaping, or entrance, which shall be located within fifteen (15) feet of the right-of-way of Elbert Street and Margaret Drive.

No houses shall be constructed on slabs, meaning concrete slabs or slabs of any other type of material. Each house shall have a basement or a crawl space, or both.

Enforcement of these Protective Covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant. Either such action may be used to restrain a violation or to recover damages.

Invalidation of any one (1) of these Protective 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 or restrictions shall not prevent the enforcement of such covenant or restriction in the future.

These Protective Covenants are to run with the land and shall be binding on all parties and all persons claiming thereunder for a period of twenty-five (25) years from the date of recordation of the same, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument in writing, signed by a majority of the then owners of the lots, has been recorded, such instrument agreeing to revise the Protective Covenants in whole or in part.

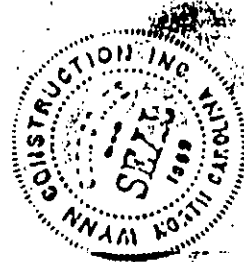
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IN WITNESS WHEREOF, the Owner has hereunto set his/her/their hand(s) and sea (s),
this the 16th day of November, 2001.

Wynn Construction, Inc.

Attest: _____
 Secretary

By: William H. Wynn
 President

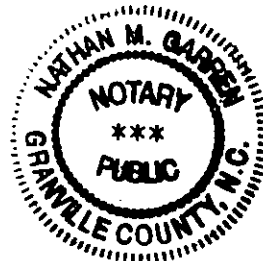


STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

I, Nathan M. Garren, a Notary Public of the County and State aforesaid, certify that William H. Wynn, personally appeared before me this day and acknowledged that he is President of Wynn Construction, Inc., a North Carolina corporation, and that as President being doing authorized to do so, executed the foregoing on behalf of the corporation and has affixed the corporate seal thereto. Witness my hand and official stamp or seal, this 16th day of November, 2001.

Nathan M. Garren
Notary Public

My Commission Expires: 10/28/2002



STATE OF NORTH CAROLINA, GRANVILLE COUNTY.

The foregoing certificate of Nathan M. Garren

_____, a Notary Public
is certified to be correct. This instrument was presented for registration and filed in this office in Book 877

Page 329 This 16th day of November 20 01 at 11:23 o'clock A.
Nathan M. Garren Register of Deeds By Becky C. Beach
Deputy/Assistant