

This instrument was prepared by:
Cedar Creek Land Co., LLC

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NORTH CAROLINA
GRANVILLE COUNTY

PROTECTIVE COVENANTS FOR
BROOKHAVEN

THIS DECLARATION OF COVENANTS, established this the 2nd day
of August, 2001, by Cedar Creek Land Co., L.L.C., a Virginia Limited
Liability Company, (hereinafter referred to as Developer).

WITNESSETH:

That whereas the Developer is the owner of certain lands more particularly
described in Deed Book 0863, Page 0777, and Deed Book -----, Page -----, Granville
County Registry, and whereas the Developer intends to subdivide the lands so conveyed
to the covenants contained herein for the benefit of all of the lots in the Subdivision owned
by the Developer;

NOW, THEREFORE, in order that the lands herein described shall be developed
and used in a manner calculated to promote the highest and best value and enjoyment
thereof, the Developer does hereby declare and place the following restrictions upon the
use and occupancy of said lands.

ARTICLE I

The lands to which these Protective Covenants shall apply are described as
follows:

Being all of those certain lots known as BROOKHAVEN as is more particularly
shown on plat, of record in Plat Book 26, Page 157, and Plat Cabinet -----, Page -----
Granville County Registry, and which is a part of those lands described in Deed Book
0863, Page 0777, Granville County Registry.

(1)

mailed: Clerk-Sgt. Mallet, PA, P.O. Box 1008, Kithley, NC 27573 5/30/01

ARTICLE II

All lots shall be used for single family residential, recreational, horticultural or agricultural purposes only.

ARTICLE III

No singlewide mobile homes are allowed. Stickbuilt, modular and double-wide mobile homes are allowed, but shall be no more than 7 years old at the time of installation. A permanent foundation of brick masonry is required. This requirement may be waived by Developer if it is determined that such home is sufficiently compatible in design and appearance with other housing in the subdivision.

ARTICLE IV

No lot shall be used for the dumping of trash or waste.

ARTICLE V

No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

ARTICLE VI

No swine, kennels, commercial poultry or chicken houses of any kind shall be allowed on any lot. Horses and cattle are allowed. This shall not prevent the keeping of normal household pets under normal residential conditions.

ARTICLE VII

There shall not be located on any lot more than one (1) unlicensed vehicle. No commercial automotive repair shall be allowed on any lot.

ARTICLE VIII

There shall be no vehicular parking allowed along the road right-of-ways. This

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restriction includes, but is not limited to, automobiles, boats and utility trailers.

ARTICLE IX

All driveways and drainage pipes located and installed on the aforementioned lots shall comply with the standards and specifications of the North Carolina Department of Transportation.

ARTICLE X

These restrictions shall operate as covenants running with the land for the benefit of any and all person who may now own or who may hereinafter own any lot located in Brookhaven Subdivision and all such persons are specifically given the right to enforce these restrictions, and any such person shall also be entitled to recover from the offender any damages suffered from violations of these restrictions.

ARTICLE XI

These restrictions or any changes therein shall run with the land and shall be binding on all lot owners, their successors and assigns and any persons claiming under the owners until July 1, 2015. These restrictions shall automatically renew for ten (10) periods thereafter until such time as the lot owners by a two-thirds (2/3rds) vote agree to terminate said restrictions.

ARTICLE XII

The invalidation of any portion of these restrictions and covenants by judgment, court order, state law, federal law or local law, shall in no way affect any of the other provisions contained herein, and those other provisions shall be severed from the invalidated portion and shall remain in full force and effect.

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IN TESTIMONY WHEREOF, the Developer does hereby bind itself, its
successors and assigns, to the full performance of the above Covenants and Agreements,
and does hereby set its hand and seal the day and year first above written.

CEDAR CREEK LAND CO., L.L.C.,
Virginia Limited Liability Company

By: [Signature] (SEAL)
a Manager

STATE OF NORTH CAROLINA
COUNTY OF PERSON

I, Georgiana L. Stone a Notary Public of the county of Person and state
aforesaid, do hereby certify that on this day personally appeared before me Joseph D.
Maillet, a Manager of Cedar Creek Land Co., L.L.C., a Virginia Limited Liability
Company, and acknowledged the due execution of the foregoing instrument on behalf of
the company.

Witness my hand and notarial seal, this the 2nd day of August, 2001

Georgiana L. Stone
Notary Public

My Commission Expires: August 1, 2005

STATE OF NORTH CAROLINA - HANVILLE COUNTY

The foregoing certificate of Georgiana L. Stone
Stone a Notary Public

is certified to be correct. This instrument was presented for
registration and filed in this office in Book 866 Page 420

This 28th day of July, 2001 at 1:40 o'clock PM
Register of Deeds Kathryn Crenshaw
by Carol B. Sharpe Assistant Deputy

(4)

Doc ID: 000146740002 Type: CRP
Recorded: 04/30/2007 at 11:20:01 AM
Fee Amt: \$17.00 Page 1 of 2
Granville County, NC
Kathryn Crews Averett Reg of Deeds
BK 1207 PG 302-303

This instrument prepared by and return to:
BRADSHER, GRISSOM & HOLLOMAN, PLLC
P.O. Box 890
Roxboro, NC 27573

**SUPPLEMENTAL RESTRICTION TO PROTECTIVE COVENANTS FOR
BROOKHAVEN, TRACTS 6, 7, 8, 9 & 10**

THIS SUPPLEMENTAL RESTRICTION TO PROTECTIVE COVENANTS FOR
BROOKHAVEN, TRACTS 6, 7, 8, 9 & 10, established this 14th day of April, 2007, by Cedar Creek
Land Co., L.L.C., A Virginia Limited Liability Company (hereinafter referred to as Developer) and
agreed to by the owners of Tract 7 and 10 as subsequently described in this document.

WITNESSETH:

WHEREAS Developer previously executed Protective Covenants for Brookhaven, of record
in Deed Book 866, Page 420, Granville County Registry and hereby desires to add a supplemental
restriction to Tracts 6, 7, 8, 9 and 10, said tracts being shown and depicted on plat of survey by
Berkley-Howell & Associates, P.C., dated August 2, 2001, and entitled "PLAT OF SURVEY OF
BROOKHAVEN FOR CEDAR CREEK LAND CO., L.L.C.", of record in Plat Book 26, Pages 157
- 160, Granville County Registry, which said plat is incorporated herein by reference for greater
certainty of description;

AND WHEREAS Tract 7 was conveyed by deed dated April 10, 2007 from Cedar Creek
Land Co., L.L.C. to Raymond H. Taylor, Jr. and Kathryn Taylor (hereinafter collectively referred
to as Owners) and said deed being recorded in Deed Book 1203, Page 837, Granville County
Registry;

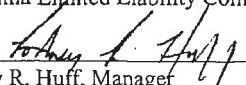
AND WHEREAS Tract 10 was conveyed by deed dated April 17, 2007 from Cedar Creek
Land Co., L.L.C. to Charles P. Ayers and wife, Tammy K. Ayers, and said deed contains the
hereinafter described Supplemental Restriction and is therefore already bound by said Supplemental
Restriction;

NOW THEREFORE, Developer and Owners hereby declare and place the following
supplemental restriction upon the use and occupancy of Tracts 6, 7, 8, 9 and 10 of Brookhaven: **NO
MOBILE HOMES ARE ALLOWED ON THESE TRACTS, ONLY STICK BUILT ON SITE
CONSTRUCTION AND TRUE MODULAR/OFF FRAME HOMES ARE PERMITTED.**

All other terms and conditions contained in the original and recorded Protective Covenants
for Brookhaven shall remain in full force and effect.

IN TESTIMONY WHEREOF, the Developer and Owners hereby bind itself, its successors
and assigns, to the full performance of the above Supplemental Restriction to Protective Covenants
and does hereby set their hands and seals, the day and year first above written.

CEDAR CREEK LAND CO., L.L.C.
A Virginia Limited Liability Company

 (SEAL)
Rodney R. Huff, Manager

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Raymond H Taylor Jr (SEAL)
RAYMOND H. TAYLOR, JR.

Kathryn Taylor (SEAL)
KATHRYN TAYLOR

STATE OF NORTH CAROLINA
COUNTY OF PERSON

I, Georgiana Stone Day, a Notary Public of the County and State aforesaid, certify that RODNEY R. HUFF, being personally known to me, personally came before me this day and acknowledged that he is a Manager of Cedar Creek Land Co., L.L.C., A Virginia Limited Liability Company, and he, as Manager, being authorized to do so, voluntarily executed the foregoing on behalf of the limited liability company for the purposes stated therein.

WITNESS my hand and official stamp or seal, this 18th day of April, 2007.

Georgiana Stone Day
Georgiana Stone Day, Notary Public



My commission expires: August 1, 2010

STATE OF NORTH CAROLINA
COUNTY OF PERSON

I, Georgiana Stone Day, a Notary Public of the County and State aforesaid, certify that RAYMOND H. TAYLOR, JR. and wife, KATHRYN TAYLOR being proven by satisfactory evidence (said evidence being North Carolina Drivers' Licenses) personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument by them for the purposes stated therein.

Witness my hand and official seal, this the 19th day of April, 2007.

Georgiana Stone Day
Georgiana Stone Day, Notary Public



My Commission Expires: August 1, 2010