



Residential Property And Owners' Association Disclosure Statement

Protecting the Public Interest in Real Estate Brokerage Transactions

Property Address/Description: 2137 Sterling Creek Ln, Franklinton, NC, 27525

Owner's Name(s): Opendoor Property J LLC

North Carolina law N.C.G.S. 47E requires residential property owners to complete this Disclosure Statement and provide it to the buyer prior to any offer to purchase. There are limited exemptions for completing the form, such as new home construction that has never been occupied. Owners are advised to seek legal advice if they believe they are entitled to one of the limited exemptions contained in N.C.G.S. 47E-2.

An owner is required to provide a response to every question by selecting Yes (Y), No (N), No Representation (NR), or Not Applicable (NA). An owner is not required to disclose any of the material facts that have a NR option, even if they have knowledge of them. However, failure to disclose latent (hidden) defects may result in civil liability. The disclosures made in this Disclosure Statement are those of the owner(s), not the owner's broker.

- If an owner selects Y or N, the owner is only obligated to disclose information about which they have actual knowledge. If an owner selects Y in response to any question about a problem, the owner must provide a written explanation or attach a report from an attorney, engineer, contractor, pest control operator, or other expert or public agency describing it.
- If an owner selects N, the owner has no actual knowledge of the topic of the question, including any problem. If the owner selects N and the owner knows there is a problem or that the owner's answer is not correct, the owner may be liable for making an intentional misstatement.
- If an owner selects NR, it could mean that the owner (1) has knowledge of an issue and chooses not to disclose it; or (2) simply does not know.
- If an owner selects NA, it means the property does not contain a particular item or feature.

For purposes of completing this Disclosure Statement: **"Dwelling"** means any structure intended for human habitation, **"Property"** means any structure intended for human habitation and the tract of land, and **"Not Applicable"** means the item does not apply to the property or exist on the property.

OWNERS: The owner must give a completed and signed Disclosure Statement to the buyer no later than the time the buyer makes an offer to purchase property. If the owner does not, the buyer can, under certain conditions, cancel any resulting contract. An owner is responsible for completing and delivering the Disclosure Statement to the buyer even if the owner is represented in the sale of the property by a licensed real estate broker and the broker must disclose any material facts about the property that the broker knows or reasonably should know, regardless of the owner's response.

The owner should keep a copy signed by the buyer for their records. If something happens to make the Disclosure Statement incorrect or inaccurate (for example, the roof begins to leak), the owner must promptly give the buyer an updated Disclosure Statement or correct the problem. Note that some issues, even if repaired, such as structural issues and fire damage, remain material facts and must be disclosed

by a broker even after repairs are made.

BUYERS: The owner's responses contained in this Disclosure Statement are not a warranty and should not be a substitute for conducting a careful and independent evaluation of the property. **Buyers are strongly encouraged to:**

- Carefully review the entire Disclosure Statement.
- Obtain their own inspections from a licensed home inspector and/or other professional.

DO NOT assume that an answer of N or NR is a guarantee of no defect. If an owner selects N, that means the owner has no actual knowledge of any defects. It does not mean that a defect does not exist. If an owner selects NR, it could mean the owner (1) has knowledge of an issue and chooses not to disclose it, or (2) simply does not know.

BROKERS: A licensed real estate broker shall furnish their seller-client with a Disclosure Statement for the seller to complete in connection with the transaction. A broker shall obtain a completed copy of the Disclosure Statement and provide it to their buyer-client to review and sign. All brokers shall (1) review the completed Disclosure Statement to ensure the seller responded to all questions, (2) take reasonable steps to disclose material facts about the property that the broker knows or reasonably should know regardless of the owner's responses or representations, and (3) explain to the buyer that this Disclosure Statement does not replace an inspection and encourage the buyer to protect their interests by having the property fully examined to the buyer's satisfaction.

- **Brokers are NOT permitted to complete this Disclosure Statement on behalf of their seller-clients.**
- Brokers who own the property may select NR in this Disclosure Statement but are obligated to disclose material facts they know or reasonably should know about the property.

Buyer Initials _____ Owner Initials BB
Buyer Initials _____ Owner Initials _____

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SECTION A. STRUCTURE/FLOORS/WALLS/CEILING/WINDOW/ROOF

	Yes	No	NR	
A1. Is the property currently owner-occupied? Date owner acquired the property: <u>05/19/2026</u> If not owner-occupied, how long has it been since the owner occupied the property? <u>2026-05-20</u>	☐	☒	☐	
A2. In what year was the dwelling constructed? <u>2006</u>			☐	
A3. Have there been any structural additions or other structural or mechanical changes to the dwelling(s)?	☐	☒	☐	
A4. The dwelling's exterior walls are made of what type of material? (Check all that apply) ☐ Brick Veneer ☒ Vinyl ☐ Stone ☐ Fiber Cement ☐ Synthetic Stucco ☐ Composition/Hardboard ☐ Concrete ☐ Aluminum ☐ Wood ☐ Asbestos ☐ Other _____			☐	
A5. In what year was the dwelling's roof covering installed? _____			☒	
A6. Is there a leakage or other problem with the dwelling's roof or related existing damage?	☐	☐	☒	
A7. Is there water seepage, leakage, dampness, or standing water in the dwelling's basement, crawl space, or slab?	☐	☒	☐	
A8. Is there an infestation present in the dwelling or damage from past infestations of wood destroying insects or organisms that has not been repaired?	☒	☐	☐	
A9. Is there a problem, malfunction, or defect with the dwelling's:				
	NA	Yes	No	NR
Foundation	☐	☐	☒	☐
Slab	☐	☐	☐	☒
Patio	☐	☐	☒	☐
Floors	☐	☐	☒	☐
Windows	☐	☐	☒	☐
Doors	☐	☐	☒	☐
Ceilings	☐	☐	☒	☐
Deck	☐	☐	☒	☐
Attached Garage	☒	☐	☐	☐
Fireplace/Chimney	☐	☐	☐	☒
Interior/Exterior Walls	☐	☐	☒	☐
Other: _____	☐	☐	☒	☐

Explanations for questions in Section A (identify the specific question for each explanation):
 Per work order, kitchen supply lines replaced. Per work order, deck railings rebuilt and decking boards replaced. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property where applicable as noted.

SECTION B. HVAC/ELECTRICAL

B1. Is there a problem, malfunction, or defect with the dwelling's electrical system (outlets, wiring, panels, switches, fixtures, generator, etc.)?	☐	☒	☐
B2. Is there a problem, malfunction, or defect with the dwelling's heating and/or air conditioning?	☐	☒	☐
B3. What is the dwelling's heat source? (Check all that apply; indicate the year of each system manufacture)			☐
☐ Furnace [____ # of units] Year: _____ ☒ Heat Pump [____ # of units] Year: _____			
☐ Baseboard [____ # of bedrooms with units] Year: <u>Unk</u> ☐ Other: <u>Central HVAC</u> Year: <u>Unk</u>			

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Yes No NR

B4. What is the dwelling's cooling source? (Check all that apply; indicate the year of each system manufacture)

☒ Central Forced Air: Packaged system Year: Unk ☐ Wall/Windows Unit(s): _____ Year: Unknown
☐ Other: _____ Year: _____

B5. What is the dwelling's fuel source? (Check all that apply)

☒ Electricity ☒ Natural Gas ☐ Solar ☐ Propane ☐ Oil ☐ Other: _____

Explanations for questions in Section B (identify the specific question for each explanation):

Previous seller indicated no issues with the electrical or heating systems. Previous seller and visual assessment support the home is on a packaged Central Forced Air system. Previous seller and and visual assessment indicate 'gas fireplace' as a heating system. The gas utility provider is listed as Dominion Energy (NC). Buyer to complete their own due diligence.

SECTION C. PLUMBING/WATER SUPPLY/SEWER/SEPTIC

Yes No NR

C1. What is the dwelling's water supply source? (Check all that apply)

☐ City/County ☐ Shared well ☐ Community System ☒ Private well ☐ Other: Well Water

If the dwelling's water supply source is supplied by a private well, identify whether the private well has been tested for: (Check all that apply).

☐ Quality ☐ Pressure ☐ Quantity

If the dwelling's water source is supplied by a private well, what was the date of the last water quality/quantity test? _____

C2. The dwelling's water pipes are made of what type of material? (Check all that apply)

☐ Copper ☐ Galvanized ☐ Plastic ☐ Polybutylene ☐ Other: _____

C3. What is the dwelling's water heater fuel source? (Check all that apply; indicate the year of each system manufacture) ☐ Gas: _____ ☒ Electric: Unk ☐ Solar: _____ ☐ Other: _____

C4. What is the dwelling's sewage disposal system? (Check all that apply)

☐ Septic tank with pump ☐ community system ☒ Septic tank ☐ Drip system
☐ Connected to City/County System ☐ City/County system available ☐ Other: _____
☐ Straight pipe (wastewater does not go into a septic or other sewer system) *Note: Use of this type of system violates State Law.

If the dwelling is serviced by a septic system, how many bedrooms are allowed by the septic system permit? Unk ☐ No Records Available

Date the septic system was last pumped: Unknown

C5. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR
Septic system	☐	☐	☒	☐
Sewer system	☒	☐	☐	☐
Plumbing system (pipes, fixtures, water heater, etc.)	☐	☐	☒	☐
Water supply (water quality, quantity, or pressure)	☐	☐	☒	☐

Explanations for questions in Section C (identify the specific question for each explanation):

Per work order, kitchen supply lines replaced. Seller has never occupied this property and does not have insight from previous seller on bedroom count allowed by current septic system. Assessment noted that the water heater is located in crawl space, is electric, and was operational at time of assessment. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property where applicable as noted.

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SECTION D. FIXTURES/APPLIANCES

D1. Is the dwelling equipped with an elevator system?

If yes, when was it last inspected? _____

Date of last maintenance service: _____

Yes ☐ No ☐ NR ☒

D2. Is there a problem, malfunction, or defect with the dwelling's:

	NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR		NA	Yes	No	NR
Attic fan, exhaust fan, ceiling fan	☒	☐	☐	☐	Irrigation system	☒	☐	☐	☐	Sump pump	☐	☐	☐	☒	Garage Door system	☒	☐	☐	☐
Elevator system or component	☒	☐	☐	☐	Pool/hot tub /spa	☒	☐	☐	☐	Gas logs	☒	☐	☐	☐	Security system	☒	☐	☐	☐
Appliances to be conveyed	☐	☐	☒	☐	TV cable wiring or satellite dish	☒	☐	☐	☐	Central vacuum	☒	☐	☐	☐	Other:	☐	☐	☒	☐

Explanations for questions in Section D (identify the specific question for each explanation):

SECTION E. LAND/ZONING

E1. Is there a problem, malfunction, or defect with the drainage, grading, or soil stability of the property?

Yes ☐ No ☐ NR ☒

E2. Is the property in violation of any local zoning ordinances, restrictive covenants, or local land-use restrictions (including setback requirements?)

☐ ☐ ☒

E3. Is the property in violation of any building codes (including the failure to obtain required permits for room additions or other changes/improvements?)

☐ ☒ ☐

E4. Is the property subject to any utility or other easements, shared driveways, party walls, encroachments from or on adjacent property, or other land use restrictions?

☐ ☐ ☒

E5. Does the property abut or adjoin any private road(s) or street(s)?

☐ ☐ ☒

E6. If there is a private road or street adjoining the property, are there any owners' association or maintenance agreements dealing with the maintenance of the road or street? ☒ NA

☐ ☐ ☒

Explanations for questions in Section E (identify the specific question for each explanation):

SECTION F. ENVIRONMENTAL/FLOODING

F1. Is there hazardous or toxic substance, material, or product (such as asbestos, formaldehyde, radon gas, methane gas, lead-based paint) that exceed government safety standards located on or which otherwise affect the property?

Yes ☐ No ☒ NR ☐

Buyer Initials _____ Owner Initials **BB**
 Buyer Initials _____ Owner Initials _____

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	Yes	No	NR
F2. Is there an environmental monitoring or mitigation device or system located on the property?	☐	☐	☒
F3. Is there debris (whether buried or covered), an underground storage tank, or an environmentally hazardous condition (such as contaminated soil or water or other environmental contamination) located on or which otherwise affect the property?	☐	☒	☐
F4. Is there any noise, odor, smoke, etc., from commercial, industrial, or military sources that affects the property?	☐	☒	☐
F5. Is the property located in a federal or other designated flood hazard zone?	☐	☒	☐
F6. Has the property experienced damage due to flooding, water seepage, or pooled water attributable to a natural event such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?	☐	☒	☐
F7. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program?	☐	☒	☐
F8. Is there a current flood insurance policy covering the property?	☐	☒	☐
F9. Have you received assistance from FEMA, U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the property?	☐	☒	☐
F10. Is there a flood or FEMA elevation certificate for the property?	☐	☐	☒

NOTE: An existing flood insurance policy may be assignable to a buyer at a lesser premium than a new policy. For properties that have received disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain flood insurance can result in an owner being ineligible for future assistance.

Explanations for questions in Section F (identify the specific question for each explanation):

SECTION G. MISCELLANEOUS

	Yes	No	NR
G1. Is the property subject to any lawsuits, foreclosures, bankruptcy, judgments, tax liens, proposed assessments, mechanics' liens, materialmens' liens, or notices from any governmental agency that could affect title to the property?	☐	☐	☒
G2. Is the property subject to a lease or rental agreement?	☐	☒	☐
G3. Is the property subject to covenants, conditions, or restrictions or to governing documents separate from an owners' association that impose various mandatory covenants, conditions, and or restrictions upon the lot or unit?	☒	☐	☐

Explanations for question in Section G (identify the specific question for each explanation):

Although public record indicates that the subdivision does not have an active or mandatory HOA, it does not mean that the property is not subject to the outlined in G3.)

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SECTION H.
OWNERS' ASSOCIATION DISCLOSURE

If you answer 'Yes' to question H1, you must complete the remaining questions in Section H. If you answered 'No' or 'No Representation' to question H1, you do not need to answer the remaining questions in Section H.

	Yes	No	NR
H1. Is the property subject to regulation by one or more owners' association(s) including, but not limited to, obligations to pay regular assessments or dues and special assessments? If "yes," please provide the information requested below as to each owners' association to which the property is subject [insert N/A into any blank that does not apply]: a. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____ b. (specify name) _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address, telephone number, and website of the president of the owners' association or the association manager are: _____ c. Are there any changes to dues, fees, or special assessment which have been duly approved and to which the lot is subject? If "yes," state the nature and amount of the dues, fees, or special assessments to which the property is subject: _____	☒	☐	☐

H2. Is there any fee charged by the association or by the association's management company in connection with the conveyance or transfer of the lot or property to a new owner? If "yes," state the amount of the fees: _____	☐	☒	☐
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H3. Is there any unsatisfied judgment against, pending lawsuit, or existing or alleged violation of the association's governing documents involving the property? If "yes," state the nature of each pending lawsuit, unsatisfied judgment, or existing or alleged violation: _____	☐	☒	☐
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H4. Is there any unsatisfied judgment or pending lawsuits against the association? If "yes," state the nature of each unsatisfied judgment or pending lawsuit: _____	☐	☒	☐
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Explanations for questions in Section H (identify the specific question for each explanation):

with possible blown seals to convey in current (as-is) condition. Although public record indicates that the subdivision does not have an active or mandatory HOA, it does not mean that the property is not subject to the ou

Owner(s) acknowledge(s) having reviewed this Disclosure Statement before signing and that all information is true and correct to the best of their knowledge as of the date signed.

Owner Signature: Brad Bonney Opendoor Property J LLC Date 08/07/2026
Owner Signature: _____ Date _____

Buyers(s) acknowledge(s) receipt of a copy of this Disclosure Statement and that they have reviewed it before signing.

Buyer Signature: _____ Date _____
Buyer Signature: _____ Date _____

Owner/Contractor Blackley Brothers Date 6-22-06 S.R. No. 1705
Location/Address Sterling Creek Lane
Subdivision/Mobile Home Park Name Sterling Creek Lot Size _____
Permit No. 9-2330 Lot No. 19

New System _____ Repair _____
House _____ Mobile Home _____ Business _____
No. Bedrooms 3 No. People _____ No. Toilets _____
Water Supply: Private _____ Approved _____
Semi Public _____ Unapproved _____
Public _____ None _____

Nitrification System:
Tank Size 1000 gal. 1000 gal. P.T.
Distribution Box Pressure No. Lines 3
Nitrification Field 100' x 100' Sq. Ft. _____
Lines: 1 2 3 4 5 6
Width 3' 3' 3' _____
Length 100' 100' 100' _____
Grade 0" 0" 0" _____
Stone Depth E-Z Flow _____

Layout to be followed by installer:

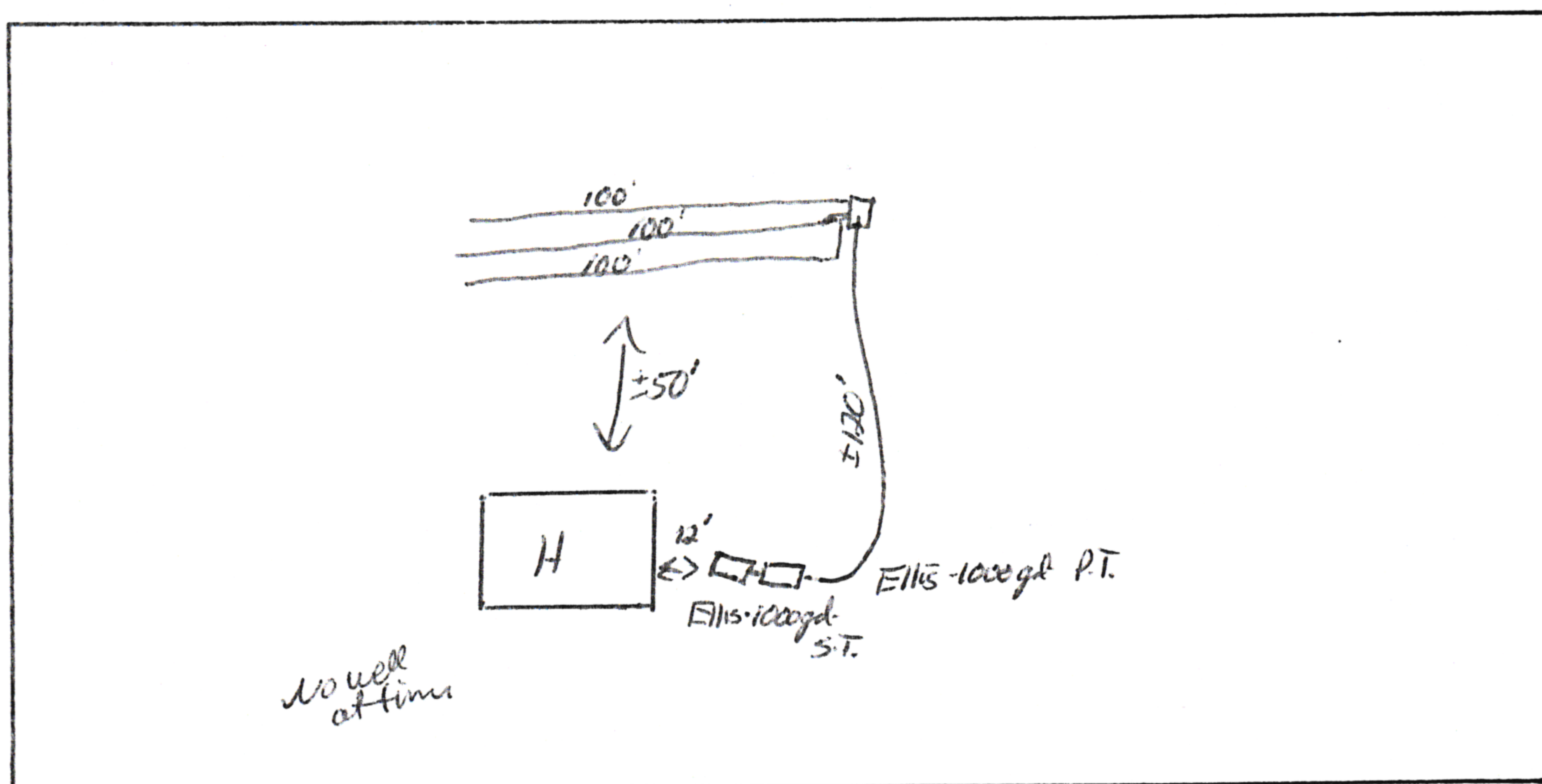
* Sketch on back

Improvements Permit By M.E. Yount Installer Blackley Brothers
Certificate of Completion By Eddie Yount Date of Inspection 11-8-06

* Construction must comply with all other applicable state and local regulations, but the permit is not a guarantee that the system will not malfunction and the Granville-Vance Health District will not be held responsible for a malfunctioning system.

NOTE: Make sketch of installation showing location of house, septic tanks, privies, water supplies on adjacent property, etc. Write in measurements in order that installations may be located at later date.

Aztec Lane



Sterling Creek Lane

Association Identification



Property Address: 2137 Sterling Creek Ln, Franklinton, NC 27525



Order ID: 374286



Parcel ID: 183600073235

Hello Hankin & Pack PLLC

In response to your recent request:

After very diligently researching the above referenced property, it has been found to **not be governed by a Homeowners Association (HOA/COA)**. Please see attached invoice. It was a pleasure working with you and your company, and we hope to do so in the future.

Completed By: nikita

Date Completed: 05-13-2026



Disclaimer

Tomte Inc. , Hankin & Pack PLLC and its affiliates ("Rexera") make no warranty, expressed or implied, as to the accuracy, completeness, or timeliness of any information in this report and shall not in any way be liable to any recipient for any inaccuracies or omissions. Rexera shall have no liability whatsoever to any recipient in respect of any loss or damage suffered by any recipient as a result of or in connection with any information provided, or any course of action determined, by it or any third party, whether or not based on any information provided. By using our product or rendering payment, you agree to be bound by our [terms of service](#).

FILED
GRANVILLE COUNTY
08/12/2005 4:15 PM
KATHRYN CREWS AVERETT
Register Of Deeds

PREPARED BY AND HOLD FOR: NATHAN M. GARREN.

NORTH CAROLINA

PROTECTIVE COVENANTS FOR STERLING CREEK

GRANVILLE COUNTY

This declaration of protective covenants made this 11/11 day of August, 2005, by Sterling Creek, LLC, hereinafter called Declarant, of Granville County, North Carolina.

WITNESSETH:

Whereas, Declarant is the owner of the real property described below and is desirous of subjecting said real property to the Protective Covenants hereinafter set forth.

Now, therefore, Declarant does hereby declare 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 1 through 40, Sterling Creek Subdivision, as shown on that plat recorded in Plat Book 32, Page 13, Granville County Registry.

8-18-05 Delivered to Stormie Johnson for Nathan M. Garren - ATTY.

1. All lots will be used for residential purposes only, and each lot shall constitute a building site. No dwelling shall be erected, altered, placed or permitted to remain on any building site other than one detached, single family dwelling not to exceed two and one half stories in height and an attached garage. More than one lot may be used as one building site if approved in writing by Declarant, or such other person designated by Declarant.
2. All single floor dwellings shall have a heated, enclosed ground floor area of at least 1000 square feet, not including basements, porches, screened porches, garages, carports or stoops.
3. 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, and no dwelling shall be located less than 15 feet from any side property line, or less than 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 this shall not be construed to permit any portion of a dwelling on a building site to encroach upon another building site.
4. No dwelling shall be built on or placed on any building site having a width of less than 50 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any building site having less than 40,000 square feet except that a dwelling may be erected on all building sites as shown on said recorded plat regardless of width at minimum building setback line or area in square feet.
5. All dwellings will have brick skirting including front porches, except a front porch may have brick piers which are filled in between piers with 2 inch flat lattice made of vinyl, plastic, or fiberglass material white in color or painted to match the exterior paint on the house. The exterior walls of each dwelling and its garage shall be of stone, stucco, brick, wood, hardi board or plank, or vinyl siding. All exterior building surfaces must be harmonious in colors, paint and materials in relation to the surrounding structures. All residential dwellings shall have a minimum roof pitch of at least 7/12 for the main gable. The same 7/12 pitch shall be required for the garage. Dwellings built with a 9 foot ceiling exterior walls shall have a minimum roof pitch of 7/12 for the main gable. Facia boards shall be 8 inches in width and 12 inch boxing on sides and gables. Each driveway shall have a concrete apron 16 feet at the street tapering to a minimum width of 10 feet at a minimum depth of 10 feet. The balance of the driveway may be gravel, asphalt, concrete or similar paving material. All walks will be surfaces with either asphalt, concrete, flagstone, brick or similar paving material.
6. 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 any 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 in a residence if there is not client or customer traffic to the office. Use of property shall comply with all county zoning requirements. No four wheeled or three wheeled off road vehicles may be operated on the streets of the subdivision.

7. 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 any time as a residence, either temporarily or permanently. No trailer or mobile home shall be placed on any building site covered by these covenants. No inoperable or unlicensed vehicles may be left on any building site.

8. 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 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 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.

9. Declarant shall review and approve all improvements and construction proposed on any lot. Declarant, so long as he shall own at least one lot in the subdivision, shall appoint any successor members to the architectural committee. At such time, as Declarant shall no longer own a lot in the subdivision, he shall appoint a committee of persons who own lots in the subdivision, who shall thereafter appoint their successors.

10. In the event that a dwelling does not meet proper set back lines in these restrictive covenants, such violation may be waived by the execution and recording of a waiver signed by the Architectural Committee. Upon the execution and recording of such waiver, said violation shall not thereafter be deemed existing.

11. 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. Household pets shall be

limited to three for any one property. Further, owners shall not have any household pets which have a dangerous nature that would threaten other person or persons in the neighborhood. 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 owners.

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

13. No lot in the subdivision may be subdivided except as set out in this paragraph. This shall prevent any owner from splitting a lot into two or more lots. However, the property line between two lots may be altered, making one lot larger and the other lot smaller, so long as the smaller lot has at least 40,000 square feet in area and 125 feet of road frontage.

14. 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 travelers and campers shall be kept behind the owners' residence..

15. All telephone, electric and other utility lines and connections between the mail utility lines and residence and other buildings location on each building site shall be concealed and located underground so as not be visible.

16. In order to maintain architectural beauty in this subdivision and to guard against the erection therein of poorly designed or proportioned structures, no building, fence, out de lighting, screen planting or other improvement shall be erected, placed, altered or allowed to remain on said property, until a complete set of plans for dwelling house showing elevations, type of exterior material to be used, exterior lines, and a general inter or plan thereof have been submitted to and approved in writing by the Architectural Committee, or by such other persons designated by the Architectural Committee. In the event that the person to whom said plans are submitted fails to approve or disapprove such design within thirty days after said plans have been submitted fails to approve or disapprove such design within thirty days after said plans have been submitted to him, or in any event, if no suit to enjoin the erection of such building has been instituted within thirty days of commencement of construction, such approval will not be required, and this covenant will be deemed to have been fully complied with. Those persons reviewing the plans submitted to them shall not be entitled to any compensation for services rendered pursuant to this covenant. Plans must include a plat plan showing location of house, specifications, and design of driveway. A sketch plan showing approximate locations and design will be acceptable. All construction, landscaping or other work which has been commenced on any lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any lot, except during such reasonable time period as is necessary for completion. The

owner of each lot shall at all times keep contiguous public streets free from dirt, mud garbage, trash or other debris resulting from any such construction on his lot.

17. The owner of any building site containing an approved dwelling may erect outbuilding thereon provided that he first submits plans and site locations for such outbuildings to the Architectural Committee, or to such persons designated by the Architectural Committee, or designated otherwise as set forth in preceding paragraph. Such plans shall be approved, or shall be deemed to have been approved as provided in the preceding paragraph.

18. Each builder shall provide every new home with a uniform color mailbox and post which have been approved by the Architectural Committee. No other type of mailbox or post may be used. It shall be the responsibility of homeowner to replace any broken or damaged mailboxes or posts.

19. No satellite dish of more than twenty four inches in diameter or any other type of antenna shall be erected on any lot except behind the main structure and such location and design shall be approved according to the requirements of the Architectural Committee.

20. Whenever a residence is constructed on a lot in the subdivision, at least 50% of the lot is to remain as natural area, with some of this being in the rear of the yard and some in the front of the yard. After the house is constructed, trees may not be removed from the lot except when diseased, damaged due to lightning or windstorm, if less than three inches in diameter at eye level, or upon approval of the Architectural Committee.

21. Yard ornamentation of concrete or similar materials shall be limited to six items on a lot.

22. These Protective Covenants are subject to being altered, modified, or changed at any time by the Declarant so long as it shall own one or more lots in the subdivision; or, when Declarant shall no longer own a lot, by the owners of sixty five percent or more of the lots in the subdivision. Such changes shall be in writing signed by Declarant, or, if by lot owners, by the necessary number of them, and duly recorded in the proper county registry.

23. The Declarant reserves the right to subject the real property in this subdivision to contract with the appropriate utility company for the installation of street lighting, which may require a continuing monthly payment to said company.

24. The Declarant shall at the appropriate time create a homeowners association for the purpose of enforcing these protective covenants and to assess and collect from each homeowner that annual fee necessary to provide maintenance of the entrance sign and entrance landscaping and to pay the monthly charge if any for the street lighting. Each homeowner in the subdivision shall be deemed a member of the association and shall be entitled to one vote for each lot owned at the annual meeting of the association. The first annual meeting of the association shall be held on a date to be fixed by the Declarant.

25. 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.

26. Invalidity of any 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.

27. 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 that they 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.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and affixed its seal the day and year first above written.

Sterling Creek, LLC

By: [Signature] (SEAL)
Manager

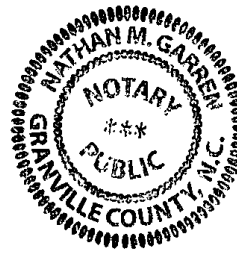
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0495STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

I, Nathan M. Garren, a Notary Public, for the County of Granville, State of North Carolina do hereby certify that Dorothy K. Garren, Manager of Sterling Creek, LLC, a North Carolina limited liability company, personally appeared before me this day and, for and on behalf of said Sterling Creek, LLC, acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 14th day of August, 2005.

Nathan M. Garren
Notary Public

My Commission Expires: 10/10/07



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 1102 Page 489
This 12th day of Aug 2005 at 4:15 o'clock PM
Register of Deeds Beth Ann Crowder
by Beth Ann Crowder Assistant Deputy