

Prepared by and mail to: <sup>000587</sup> Savage and Godfrey Attorneys at Law: 57

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

RESTRICTIVE COVENANTS  
BRAXTON VILLAGE SUBDIVISION  
PHASE I-SECTION 1-A  
WAKE COUNTY

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and entered into this 2nd day of July, 1998, by BRAXTON VILLAGE, LLC, a North Carolina Limited Liability Company, hereinafter referred to as "Declarant";

W I T N E S S E T H

WHEREAS, Declarant is the owner of the property described as follows:

BEING all of Lots 101 through 120, and Lots 166 through 203, Braxton Village Subdivision, Phase I-Section 1-A, as recorded in Book of Maps 1998, Page \_\_\_\_, Wake County Registry.

1. PREAMBLE: WHEREAS, Declarant desires to provide for the preservation of the values and amenities of the property, and to impose certain restrictive covenants governing and regulating the use and occupancy of same, for itself and every owner of same; and

WHEREAS, the property is subject to, or may hereafter be subjected to, a Declaration of Covenants and Restrictions of the Braxton Village Homeowners Association;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, Declarant declares that the real property described above is and shall be held, transferred, occupied and used subject to the covenants, restrictions, conditions, easements, assessments, and affirmative obligations hereinafter set forth, and said covenants shall run with the land and be binding on all persons claiming under and through the Declarant.

2. USE OF PROPERTY: All lots shall be used for single family residential purposes exclusively, and not for duplex, apartment, manufacturing, industrial, business, professional, commercial, or public street purposes. Provided, this section shall not prohibit a single home office per residence so long as customers, suppliers, and non-resident employees do not habitually come to the residence and the office and activities do not violate the other sections of these covenants. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one half (2 1/2) stories in height (excluding basement), which shall be used and occupied as a residence for a single family, together with a garage, which may be separate or attached, and one outside storage building. No structure may be constructed prior to construction of the dwelling.

3. ARCHITECTURAL COMMITTEE: The primary purpose and foremost consideration of these restrictive covenants is the creation of a

community which is aesthetically pleasing, functionally convenient, and protective of the owners' investment. The establishment of detailed standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each lot, technological advances, and environmental values. In order to implement the purposes of these covenants the Declarant may establish and amend from time to time objective standards, regulations, specifications, rules and guidelines for architecture, construction, signs, mailboxes, landscaping, and environment which may be the same for the subdivision as a whole or different for individual neighborhoods.

No building, fence, or other improvement shall be constructed, erected, placed, or altered on any lot until the building plans and specifications (including but not limited to architectural style, construction techniques, exterior materials, colors, and finishes, roofing material, driveway material, and landscape design), and plat showing the proposed location of same have been approved in writing by the architectural committee, in its sole and uncontrolled discretion and based upon such grounds as it alone deems sufficient, so as to ensure the goals above as well as conformity and harmony of exterior design and construction with existing structures and improvements in the development and the intent of these covenants. The plat shall also show location, topography, finished elevation, drainage, and setbacks. In the event the committee fails to approve or disapprove the complete set of plans, specifications, and plat within thirty (30) days after submission, this covenant will be deemed fully complied with. The committee may retain all plans, specifications, and plats submitted to them.

The architectural committee shall be composed of the Declarant, and such persons and entities as designated or appointed by Declarant, until such time, not later than the sale or transfer of all the lots in the Braxton Village subdivision by the Declarant, as Declarant designates a minimum of three (3) property owners in the subdivision to serve as the committee, without compensation, until they are replaced by majority vote of the owners of the lots in the Braxton Village subdivision.

4. TREES: In order to preserve the natural beauty of the subdivision, no live trees on a lot may be cut or otherwise removed except within fifteen (15) feet of the building foundation unless otherwise approved in writing by the architectural committee.

5. SATELLITE DISHES: Radio towers, exterior television antennas and similar transmission and receiving apparatus shall not be placed on the property, except that one small satellite dish may be placed on each lot so as not to be visible from the street if approved in writing by the architectural committee.

6. COMPLETION OF STRUCTURES: Houses and related structures must be completed within one (1) year after the construction of

same shall have commenced, except where such completion is interrupted by fire or similar casualty or act of God.

7. SQUARE FOOTAGE: The total heated floor area of the main residential structure, exclusive of open porches, basements, storage areas, and garages shall not be less than 1,000 square feet.

8. SETBACK REQUIREMENTS: No structure shall be located on any lot nearer than 15 feet to the front line, 15 feet to the rear line, 5 feet to an interior side lot line, and 10 feet to a side street. Eaves and chimneys shall not be considered in measuring setbacks provided they do not extend into the setback area more than three feet. Where Town of Holly Springs ordinances require greater setbacks or eliminate exclusions from measurement, the Town ordinances shall control.

9. LOTS FREE OF GARBAGE AND DEBRIS: It shall be the responsibility of each lot owner to prevent and correct unclean, unsightly, or unkempt conditions of buildings or lots. All lots shall be kept clean and free of garbage, junk, trash, debris, non-operable vehicles and apparatus, and any substance and condition that might contribute to an unsightly condition, health hazard or the breeding and habitation of snakes, rats, or insects. The owners of lots shall see to the mowing of their lawn as needed, the maintenance and protection of landscaping, the proper drainage of the lot so as to prevent soil erosion, and the maintenance of the home and other structures and improvements located on said lot so as to insure their good condition and appearance. "Lot" as used in this section also includes that portion of the lot between the right of way and the pavement.

Upon a lot owner's continued failure or refusal to abide by this section after fourteen (14) days written notice, the Architectural Committee may perform the required maintenance and repairs, with the lot owners to be responsible for the reasonable charges for same. The charges shall constitute a lien upon the lot upon the filing of notice of same in the office of the Clerk of Superior Court of Wake County.

Any dwelling or outbuilding which is destroyed in whole or in part by fire, windstorm, or other casualty or act of God must be rebuilt or the debris removed and the lot restored to a sightly condition promptly, and any event within six (6) months.

10. NUISANCE OR NOXIOUS ACTIVITY: No offensive or noxious activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to other residents. There shall not be maintained any plant, animal, device or thing of any sort whose activity or existence is in any way noxious, loud, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the neighborhood by the owners thereof. Unless otherwise approved in writing by the architectural committee, no sign, other

than a single "For Sale" or "Sold" sign not larger than 24 inches by 24 inches, and signs at the sales office, shall be placed on any lot. Lot owners' vehicles shall not be habitually parked on the street; and no boat, camper, commercial vehicle, vehicle with three or more axles, or trailer shall be parked or permitted to remain on a street, or on a lot so as to be visible from the street. Outside clothes lines are not permitted on lots.

11. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, camper, van, lean-to, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

12. MOBILE HOMES: No mobile home may be constructed or placed on the premises.

13. ANIMALS: No animal, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs (2 maximum), cats (2 maximum), and other common house-pets may be kept provided that (1) they are not kept, bred, or maintained for any commercial purpose, and (2) animals shall not run at large in the subdivision or be kept in violation of applicable governmental laws and ordinances. No person shall keep, maintain or permit the keeping or maintaining of any animal which is an annoyance or nuisance to neighbors or otherwise violates Section 10 above.

14. GARBAGE RECEPTACLES: Each lot owner shall provide sufficient receptacles for garbage in an area not visible from the street. No garbage, trash, leaves, or refuse shall be burned or dumped on any lot; nor shall those items be deposited curbside except in accordance with local ordinances.

15. STORAGE RECEPTACLES: Fuel tanks and similar storage receptacles shall not be visible from the street or other residences and, with the exception of barbecue propane tanks, require the prior written approval of the Architectural Committee.

16. EASEMENTS: Declarant reserves to itself and its successors and assigns, in addition to any easements of record, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, install, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, water drainage provisions and facilities, and other suitable equipment for the conveyance and use of electricity, telephone equipment, cable television, gas, water, sewer, water drainage and public conveniences or utilities on, in or over five (5) feet around the perimeter of each lot. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, excavate and grade soil, and take any other action reasonably necessary to economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

17. TERM AND MODIFICATION OF COVENANTS AND RESTRICTIONS:

These restrictive covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the architectural committee, and any owner of the lots, their heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, at which time they shall automatically be deemed extended for successive ten (10) year periods unless revoked or amended by two-thirds (2/3) of the then owners of the lots. These covenants may be amended at any time by written agreement of both (a) two-thirds (2/3) of all of the owners of the lots, and (b) the Declarant if the Declarant owns any property in the Braxton Village subdivision.

18. MINOR VIOLATIONS: Minor violations of square footage or setbacks of less than five percent (5%) shall not be considered a violation of these covenants provided same do not violate applicable local ordinances.

19. ENFORCEMENT: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any persons violating or attempting to violate any covenant or restriction herein, to restrain violation and/or recover damages. The failure of any party to enforce any covenants or restrictions herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce any or all restrictions thereafter.

20. INVALIDATION: Should any covenant or restriction herein contained, or any sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, laws or regulations of a federal, state, or local agency, the latter shall prevail.

21. UTILITIES: The Developer reserves the right to subject the real property in this subdivision to a contract for the installation of underground electrical cables and/or the installation of street lighting, either or both of which may require an initial contribution and/or a continuing monthly payment to the utility service by the owner of each lot. All telephone, electric, cable television, water, sewer, and other utility lines and connections between lines and structures shall be concealed and located underground.

22. SUBDIVISION OF LOTS : Although lot lines may be altered, and the owners of two lots may subdivide a lot located between them with the written permission of the architectural committee, no lot

may be subdivided so as to create two or more building lots from the original lot or increase the total number of building lots in the subdivision. The Declarant reserves the right to replat or otherwise modify the shape or size of any lot during the time Declarant owns same.

23. NOTICE: Notice to all owners of a lot shall be deemed to have been given when (a) deposited, postage paid, in the United States Mail addressed to one or more of said owners at the most recent address shown on the county tax records, or (b) hand delivered to the lot.

24. DRIVEWAYS AND PARKING: All driveways shall be paved with concrete, brick or such other material as may be approved in writing by the Architectural Committee. Each lot owner shall, prior to occupancy, provide for sufficient off-street parking for a minimum of two (2) automobiles.

25. MAILBOXES: All mailboxes shall be of the same design, color, construction, and materials and shall be as approved by the Architectural Committee. Receptacles for newspapers or other publications are not permitted except as part of the approved mailbox design.

26. TEMPORARY SALES OFFICES: Nothing contained herein shall prevent the Declarant or its agents from maintaining temporary sales offices, trailers, or storage units on any lot, common area, or recreation area during the development and sale of the subdivision.

27. PROPERTY SUBJECT TO THESE COVENANTS: No property other than that described above shall be deemed subject to this declaration of restrictive covenants until specifically made subject hereto. The Declarant may, from time to time, subject additional property to these covenants and restrictions by appropriate reference hereto.

28. CONFLICT: In case of a conflict between these covenants and the Declaration of Covenants and Restrictions of the Braxton Village Homeowners Association, the Declaration of Covenants and Restrictions of the Braxton Village Homeowners Association shall control.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the date shown above.

BRAXTON VILLAGE, LLC

BY: *Sam J. Montague* (SEAL)

TITLE: *Managing Member*

NORTH CAROLINA  
Wake COUNTY

I, a Notary Public of the County and State aforesaid do hereby certify that Harvey L Montague,  
Managing Member, BRAXTON VILLAGE, LLC, appeared before me this day and acknowledged the due execution of the foregoing instrument.

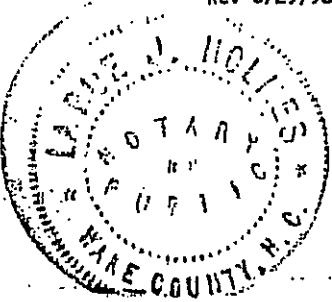
WITNESS my hand and notarial seal this the 2<sup>nd</sup> day of July, 1998.

La Rue J. Holmes  
Notary Public

My Commission Expires:

6-14-2001

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Rev 6/29/98



NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of La Rue J. Holmes

Notary(y)(ies) Public

is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

LAURA M. RIDDICK, Register of Deeds

By Sandra K. Calkins  
Asst./Deputy Register of Deeds