

Return: Eastman Development Companies, Inc.
Post Office Box 19205, Raleigh, N.C. 27619

BOOK 3540 PAGE 212

PRESENTED
FOR
NORTH CAROLINA
REGISTRATION
DECLARATION OF PROTECTIVE COVENANTS
BRANDYWOOD SUBDIVISION
PHASE I
AUG 20 4 15 PM '85

KENNETH H. HARRIS
REGISTERED CLERK

THIS DECLARATION was made this 20th day of August 1985, by EASTMAN DEVELOPMENT COMPANIES, INC., a North Carolina Corporation, having its principal office in Wake County, North Carolina, hereinafter called "Declarant;"

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of that real property described in Paragraph 2 of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, the Declarant hereby declares that the property hereinafter described is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below:

1. GENERAL PURPOSE OF DECLARATION. The real property described in Paragraph 2, hereof is subject to the covenants, restrictions, conditions, reservations, provisions and easements hereby declared to insure the best use and the most appropriate development and improvement of each residential building lot thereof; to protect the owners of residential lots against such improper use of surrounding residential lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on residential lots; to prevent haphazard and inharmonious improvement of residential lots; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general, to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the value of investments made by purchasers of residential lots thereof.

2. PROPERTY PROTECTED. The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants in this declaration is located in Wake County, North Carolina, and is more particularly described as follows:

BEING ALL OF Lots 1 through 16, inclusive, 44 through 48, inclusive, 64 through 67, inclusive, 71 through 96, inclusive, and 106 through 138, inclusive (hereinafter referred to individually as "lot" and collectively as "lots"), Phase I, Brandywood Subdivision, (hereinafter the "Subdivision"), as shown on a plat recorded in Book of Maps 1985, Page 1434, Wake County Registry.

3. LAND USE AND BUILDING TYPE. All lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one, detached, single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two automobiles, and (with the approval of the Architectural Committee) an accessory building or structure for storage or other appropriate residential uses, not in excess of 250 square feet in area, which shall be located at least 70 feet from the front property line, or, if the lot abuts two streets, then at least 40 feet from the right of way line of each street.

4. ARCHITECTURAL COMMITTEE. No building (including an accessory building or structure and a garage) shall be erected, placed or altered on any lot until the building plans, specifications, and plot showing the location of every such building or alteration have been approved in writing as to conformity and harmony of external design with existing structures in the Subdivision, and as to location of the building with respect to topography and finished ground elevation by the Architectural Committee, which shall be a committee of three lot owners designated and appointed by a majority of the lot owners of the Subdivision. In the event the Committee fails to approve or disapprove such design or location within thirty days after the plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of any such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

5. DWELLING SIZE. The square footage requirements for single family residential structures in the Subdivision shall be 1100 square feet for a ranch, 1200 square feet for a story and one-half, and 1300 square feet for a two-story, exclusive

of porches, breezeways, steps and garages. No variance from the square footage requirement shall be allowed.

6. BUILDING LOCATION. No dwelling shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 10 feet to the interior lot line or 30 feet to the rear lot line. For purposes of this covenant, eaves and steps shall not be considered as a part of any building, but this may not be construed to permit any portion of a building on a lot to encroach on another lot. Declarant reserves the right to waive minor violations of the setback and side line requirements set forth in this Article.

7. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved along and over a 10 foot wide strip on all sides of each lot unless shown in excess of such distances on any recorded plat, in which case the plat shall control. Within these easements, no structures, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easements, or which obstruct or retard the flow of water through 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 the improvements for which a public authority or utility company is responsible.

8. LOT OWNER'S RESPONSIBILITY. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lots which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Non-operating cars, unused objects or apparatus, or any portion thereof, shall not be permitted to remain on any lot. All lots shall be kept clean and free of garbage, junk, trash, debris, or any substance that might contribute to a health hazard or the breeding and habitation of snakes, rats, insects, etc. Each lot owner shall cause his lawn to be regularly mowed as needed, cause the maintenance and protection of landscaping insuring proper drainage of the lot so as to prevent soil erosion, and cause the maintenance of the residence and any other structures and improvements located on his lot.

9. ADDITIONAL RESTRICTIONS. Unless the Architectural Committee shall give its prior written consent:

a) no residence shall have more than one (1) standard television or radio antenna, which antenna shall be actually attached to the residence. Television or radio reception "disks" are specifically not included in the definition of "standard television or radio antenna".

b) no residence shall have any outside clothes lines unless the same is installed behind the residence and not easily visible from any roadway.

c) no residence shall have any window air conditioning unit unless the same is installed at the rear of the residence and is not visible from the street on which the residence fronts.

d) no part of any lot or residence shall be used for business, manufacturing, commercial, or professional purposes. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and Subdivision. No signs or billboards shall be erected or maintained on a lot. No business activity or trade of any kind whatsoever, which shall include but not be limited to the use of any residence as a professional office of any kind, a rooming house, a boarding house or a shop shall be carried on upon any lot. No trade materials or inventories may be stored or regularly parked on a lot or adjacent street.

e) no mobile home, tent or outbuilding, except a private garage for not more than two cars, and an accessory building or structure as authorized by the provisions of paragraph 3, shall be erected or placed on any lot.

f) no fence, wall, hedge, or mass planting shall be erected nearer the front property line of a lot than the front of the dwelling thereon, and no chain link or other variety of wire fence may be erected except along the side and rear property lines of a lot.

g) no owner shall park any boat, camper, trailer, commercial truck, tractor, van or similar vehicle on any street within the Subdivision or permit the same to be stored or regularly parked upon any lot within the Subdivision except in a garage or well-screened enclosure located and constructed in accordance with other provisions of this Declaration.

h) no owner shall permit any animal or poultry of any kind, other than house pets, to be kept or maintained on any lot or within any residence thereon.

10. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both, together with costs and reasonable attorney fees.

11. UTILITY CONTRACT. The Declarant reserves the right to subject any lot in this Subdivision to a contract with any utility company for the installation of utility lines, light, and other utility poles, etc., which may require an initial payment and/or a continuing monthly payment to said company by the owner of each lot.

12. TERM. The covenants and restrictions of this Declaration shall run with and bind each lot, and shall inure to the benefit of and be enforceable by all parties to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years.

13. AMENDMENT. These covenants may be altered, amended or revoked, in whole or in part, by written agreement of the record owners of ninety percent (90%) of the lots comprising Phase I of the Subdivision.

14. NOTICE. Any notice required to be sent to any lot owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the person who appears of public record as the lot owner. Notice to one co-owner of a lot shall constitute notice to all co-owners.

15. SEVERABILITY. 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 hereto and the subject matter hereof, such judgment shall in no way effect 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.

IN TESTIMONY WHEREOF, EASTMAN DEVELOPMENT COMPANIES, INC., a North Carolina corporation, has caused this instrument to be signed in its name by its President and Assistance Secretary on the day and year first above written.

EASTMAN DEVELOPMENT COMPANIES, INC.



Assistance Secretary

BY

Stephen B. Eastman
President

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Carolyn M. Halfpenny, personally came before me this day an acknowledged that she is Assistance Secretary of EASTMAN DEVELOPMENT COMPANIES, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by Carolyn M. Halfpenny, as its Assistance Secretary.

WITNESS my hand and official stamp or seal, this 20th day of August, 1985.

Margaret Anne Chapp
Notary Public



10/17/85
My Commission Expires:

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate

Margaret Anne Chapp

Notary 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

KENNETH C. WILKINS, Register of Deeds

Regina R. Cooke
Deputy Register of Deeds