

WAKE COUNTY, NC 692
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01/25/2007 AT 16:46:07

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Prepared By & Return To:
Senter, Stephenson, & Johnson, PA
PO Box 446
Fuquay-Varina, NC 27526

NORTH CAROLINA
WAKE COUNTY

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
BROOKSHIRE MANOR SUBDIVISION**

THIS DECLARATION, made and entered into this 24 day of January, 2007, by **GC CUSTOM HOMES, INC.**, a North Carolina Corporation, hereinafter referred to as "Declarant";

WITNESSETH:

THAT WHEREAS, Declarant is the owner of that certain tract or parcel of land more particularly described as Lots 1-12 inclusive and Lots 14 - 18 inclusive of **Brookshire Manor Subdivision**, as the same are shown on map and survey recorded in Book of Maps 2006, Page 1572 to 1573, Wake County Registry;

AND WHEREAS, it is for the mutual benefit of all homeowners, present and future, in said **Brookshire Manor Subdivision**, for Declarant to subject said lots as referenced herein above to the following Protective Covenants;

AND WHEREAS, it is in the best interest of the Declarant and to the benefit, interest, and advantage of every party hereafter acquiring any of the described property that certain covenants, conditions, easements, assessments, liens, and restrictions governing and regulating the use and occupancy of the property be established;

NOW, THEREFORE, in consideration of the premises and the mutual benefits and duties herein contained, Declarant, with the consent and joinder of Lot Purchaser, does hereby declare that all of the properties referred to above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions all of which are for the purpose of protecting the value and desirability of, and which shall run with, the real property described and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, for the term of these covenants as set forth below, and which shall inure to the benefit of each Owner thereof

**ARTICLE I
DEFINITIONS**

SECTION 1. "Association." shall mean and refer to Brookshire Manor Homeowners Association, Inc., its Successors and/or Assigns.

SECTION 2. "Owner." shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties." shall mean and refer to that certain real property, as shown on map recorded in Book of Maps 2006, Pages 1572 & 1573, Wake County Registry, and such additions thereto as may hereafter be brought within the jurisdiction of the Association pursuant to the provisions of Article VI hereunder.

SECTION 4. "Maintenance Area" all of that certain area shown as 50' Tree and Vegetation Protection Zone and a 20' landscape easement along the rear line of lots 1, 2 & 18 which faces West Lake Road in Book of Maps 2006, Page 1573, Wake County Registry.

SECTION 5. “Lot.” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

SECTION 6. “Declarant.” shall mean and refer to GC Custom Homes, Inc. and its successors and/or Assigns.

SECTION 7. “Common Expense” shall mean and include:

- (A) All sums lawfully assessed by the Association against its members;
- (B) Expenses of any designated area to be maintained by the Homeowners Association entryways, and administration, maintenance, repair, or replacement of any portion of the maintained area.
- (C) Expenses declared to be common expenses by the provision of this Declaration or the Bylaws or as agreed by the members to be common expenses of the Association
- (D) Hazard, Liability, or such other insurance premiums as the Declaration or the Bylaws may require the Association to purchase;
- (E) Ad valorem taxes and public assessment charges lawfully levied against maintenance areas;
- (F) Utility bills incurred by the operation of lights or use of water for the benefit of the Homeowners Association and maintenance areas, including those pertaining to the special provisions for Lot 1 as outlined in Article II of this declaration.

ARTICLE II LANDSCAPING MAINTENANCE AGREEMENT

SECTION 1. BUFFER AND SIGN EASEMENT. A landscape buffer is reserved and the declarant hereby grants an easement to the Homeowners Association to be used at their discretion to beautify the entrance and road frontage with planting of trees and shrubs and installation and maintenance of a sign within the Maintenance Area.

SECTION 2. WELL ACCESS. Declarant hereby agrees for itself, its successors and assigns, that the well located on and provided for the home on Lot 1 as shown on Book of Maps 2006, Page 1573, Wake County Registry shall be used to supply the water for the Homeowners Association in the performance of the maintenance of the landscape easement outlined in Section 1 of this Article. Declarant hereby certifies that the well currently existing on Lot 1 has sufficient capacity to support the landscape maintenance.

SECTION 3. COST SHARING OF WELL EXPENSES. The Declarant hereby agrees for itself, its successors and assigns, that it will compensate the Owner of Lot 1 in the amount of \$200 per year for the use of its well and payment of expenses associated with said use. This amount may be increased by an amount based on actual increases to electric rates. The pro-rata share of the Homeowners Association of any increase shall be calculated by dividing the prior year’s actual annual electric bill by the annual compensation payment for that year. The resulting percentage shall be applied to the increased rate (as estimated for the same volume of usage in the upcoming year) for a new annual compensation payment.

In the event of failure of the pump or well, or the need for repair of same, the Homeowners Association will share the cost of repair or replacement in the amount of 70% of the actual costs incurred. Declarant, in his capacity as owner of Lot 1, hereby grants for itself, its successors or assigns an access easement to the Homeowners Association to the well, pump and the storage tank which may be located within the crawl space of the dwelling. Homeowners Association hereby agrees that it will make every effort to access the well during off peak hours.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of a lot which is subject to these Covenants shall be a member of the Brookshire Manor Homeowners Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

Class A. Class A member (s) shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member (s) shall be Declarant, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a.) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b.) On October 31, 2017.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. All assessments relating to maintenance area shall be shared equally by the owners of each Lot.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the area described in Article II, section 1, including any maintenance, repair, replacements or additions to the maintenance area and entrance signs, such maintenance to include the cutting and removal of weeds and grass and the removal of trash and rubbish, including but not limited to, the cost of labor, equipment, materials, management and supervision, the procurement and maintenance of insurance in accordance with this Declaration, the employment of attorneys to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements including, without limiting, the generality of the foregoing, signs, paving, grading, landscaping, utilities and water cost sharing as outlined in Article II, section 3, and any other major expense for which the Association is responsible, and such other needs as may arise.

SECTION 3. RESERVES. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

SECTION 4. ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot by Declarant, the maximum annual assessment shall be Six Hundred Dollars (\$600.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner by Declarant, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership by up to ten (10%) of the previous year's assessment.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the increase allowed in Section 3(a) above by a vote of one-third (1/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose. Written notice stating the purpose of such meeting shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The limitations hereof shall not apply to any change in the maximum assessment and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 5. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Maintenance Area, and in connection with exterior maintenance, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each

class of members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of such meeting shall be sent to all members not less than thirty (30) days nor more than (60) days in advance of the meeting.

SECTION 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5.

Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 7. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on an annual, quarterly, or monthly basis as determined by the Board of Directors.

SECTION 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all Lots other than those owned by the original Declarant on the first day of the first month after the dwelling to be built on the lot is 100% complete and a certificate of occupancy is issued. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

SECTION 9. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner in which Deeds of Trust may be foreclosed under Power of Sale pursuant to Chapter 45 of the N.C. General Statutes, or its successors, and in either event, interest, costs, and reasonable attorney's fees of any such action shall be added to the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. Should any deficiency remain after the foreclosure, the Association may also bring an action against the owner for said deficiency.

SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 11. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall, or any other structure shall be commenced, erected, placed, maintained or altered on any premises in said development, nor shall any exterior addition to or change or alteration therein be made until the building plans, specifications and plot plan showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval by said Board or its designated committee will not be required and this Article will be deemed to have been fully complied with; provided that notwithstanding the above, all such matters must be in full compliance with local governmental ordinances and regulations.

ARTICLE VI ANNEXATION OF ADDITIONAL PROPERTIES

- (A) Additional land may be annexed by the Declarant without the consent of the members within five (5) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved.
- (B) Additional residential property may be annexed to the Properties with the consent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of the Class B membership, if any, except as provided herein above in Paragraph (A).
- (C) Annexation of additional Properties shall be accomplished by recording in the Wake County Registry a Declaration of Annexation, duly executed by the Declarant if the Declarant has the right to annex pursuant to subparagraph (A) above (and by the Association if pursuant to Subparagraph (B) above), describing the lands annexed and incorporating the provisions of this Declaration, either by reference or by fully setting out said provisions therein. The additional lands shall be deemed annexed to the Properties on the date of recordation of the Declaration of Annexation, and in the case of annexation by the Declarant, no action or consent on the part of the Association or any other person or entities shall be necessary to accomplish the annexation except the City, Town, County or Municipality under whose jurisdiction the land falls, if required by its ordinances.
- (D) Subsequent to recordation of the Declaration of Annexation by the Declarant, the Declarant shall deliver to the Association one or more deeds conveying any Common Area within the lands annexed as such Common area is developed.

ARTICLE VII BUILDING AND USE

SECTION 1. USE. No lot shall be used except for residential purposes, provided that with local governmental approval, Declarant or its assigns may use a Lot for a community water system or recreational facility to benefit all Lot Owners in the subdivision. Furthermore, Declarant, its successors or assigns, may maintain a Sales/Operations trailer or similar facility and may approve location of a construction trailer for a builder's use while any builder has a house under construction within the subdivision. No advertising signs on any lot except that one professional real estate sign and one builder sign not to exceed eight (8) square feet may be permitted. No satellite dish which exceeds 18' in width, or other communications reception or transmitting tower shall be placed or erected on any Lot. Builder shall provide and install on each Lot a mailbox, the specifications for which shall be uniform throughout the subdivision, and said specifications must be adhered to for any replacement mailbox that may be erected by an Owner. 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. No motor vehicle licensed to carry more than two tons shall be allowed or parked on any Lot or street within said subdivision except those vehicles delivering building materials to develop or improve the Lots within the subdivision or to carry furniture for any homeowner within said subdivision. No motor vehicle which cannot move under its own power or which is not currently licensed, any storage trailer or van, or house trailer shall remain parked on any Lot or street in the subdivision for more than thirty days. No heavy equipment, earth-moving equipment, trade materials, inventories, tractor trailers or farm machinery shall be parked or stored on any Lot or street at any time except for equipment engaged by the Declarant or homebuilder for the development and improvement of the Lots in the subdivision. No boats, all terrain vehicles, motor homes, RV's or campers shall be allowed to park on any lot unless out of site in an enclosed garage. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets which are not dangerous may be kept provided they are not kept, bred or maintained for commercial purposes. A maximum of a combination of four (4) dogs or cats shall be allowed. The outdoor drying of clothes and the erection of outdoor clothes lines or similar devices is prohibited. No hunting, shooting, firing of guns, pistols or weapons of any kind, including but not limited to sling shots, BB guns, pellet guns, bow and arrows, paint ball guns. Also, no fireworks of any kind are to be discharged within the subdivision.

SECTION 2. FENCE/WALLS. Before the addition of a fence or wall on the property the location and type of fence or wall must be indicated on a copy of the property survey and submitted in writing to the Board of Directors for approval. All fences must be a minimum of one inch inside the property line. The maximum height for fencing is six (6) feet. It is required that all fencing be constructed of wood, wrought iron or heavy duty wrought iron-looking aluminum.. On corner lots, this applies to all road frontages. The fence/wall cannot be constructed any closer to the road than the rear line of the dwelling.

SECTION 3. OUTBUILDINGS/POOLS. All requests for outbuildings/pools must be submitted in written form to the Board of Directors for approval. The request must include the nature, kind, shape, height, materials, and location of the structure indicated on a copy of the property survey. Materials used must be like those of the main structure on the property (appropriate siding and shingle roof) and the structure must be stick-built with poured concrete footing with foundation. The structure cannot be forward of the back line of the main dwelling. The location of the structure must adhere to the Wake County Minimum Building Setbacks. Under no circumstances shall metal storage or pre-built storage buildings be permitted. All accessory buildings must conform to the same architectural style as the residence located on the same lot. Carports are expressly prohibited hereby. No above ground pools will be permitted.

SECTION 4. DWELLING SIZE. The minimum heated finishes areas, excluding porches, garages, third floors and basement square footage, shall not be less than 3200 square feet for ranch style dwellings (designated square footage of a ranch dwelling refers only to heated, finished area on the main floor of the dwelling; and does not include areas above garages or basements.); 3700 square feet for story and a half dwellings; and 3950 square feet for two-story dwellings (designated areas for story and a half and two story dwellings include areas above garages but does not include basements or third floor spaces). Declarant, its successors or assigns may grant variances for up to fifteen percent (15%) for deviations due to error or inadvertence.

SECTION 5. DWELLING SPECIFICATIONS. Prior to any Lot being cleared for the purpose of beginning the construction of a home on a Lot within the subdivision, Builder will submit to the Declarant two (2) sets of house and plot plans (showing scaled footprint of the dwelling on Lot with all setbacks). All homes will have a minimum of three (3) car attached garage with side load entrances. A variance may be granted in situations where the configuration of the lot and dwelling do not facilitate a side load entrance. All homes will be built on masonry foundation crawl space. No concrete slab foundations will be permitted other than for outbuildings. In order to create a neighborhood with distinctive appeal, approved exteriors shall be at least 70% brick or stone. All homes will have dimensional look shingle roofs (no three tab shingles). Upon submission, Declarant will have thirty (30) days to respond in writing with approval or any changes that may be required. All homes must be 100% completed prior to occupancy. Interiors of garages are to be finished with sheet rock and painted. All construction shall be 100% completed and a certificate of occupancy issued within eight (8) months of the first day of pouring footings and foundation.

SECTION 6. BUILDING LOCATION. No dwelling shall be erected or permitted to remain on any Lot nearer to the front, side and rear lines than those Wake County Minimum Building Setback Limits as shown on the recorded plat of the subdivision. All other buildings, structures, and recreational facilities shall be located only in accordance with local governmental ordinances and regulations.

SECTION 7. DRIVEWAYS AND PARKING. All driveways shall be concrete, brick or stone pavers from the street to each house including the parking area. All driveway pipes must be properly sized and of approved material and specifications to meet minimum DOT standards and properly installed and at correct elevation by Builder or its assigns in such a manner as to be acceptable to Wake County and the NC DOT. Owner shall not change the slope of the shoulder, make plantings or otherwise alter the shoulder area in any way that would cause the area to become unacceptable to Wake County or the NC DOT for road maintenance standards. Adequate off-street parking shall be provided by the owner of each lot for the parking of the licensed vehicles owned by such owner, and owners of lots shall not be permitted to park their vehicles on the streets in the development. Owners of lots shall not be permitted to park boats, trailers, campers, mobile homes, motor homes, commercial vehicles and all other similar property on the streets in the development, nor in the yard of any Lot, but such property may be parked out of sight in a closed garage.

SECTION 8. LANDSCAPING. In order to create a high standard that will enure to the benefit of all homeowners, each lot shall be heavily landscaped and all landscape work shall be done prior to occupancy. Landscape packages shall require laying of sod in the front area of the yard. A lesser amount of sod may be used if approved by the Declarant if the gallons per minute of the well drilled on that Lot is less than six (6) gallons per minute. No wall of trees, shrubs or plantings of any kind greater than three feet six inches (3'6") between the front corners of the dwelling to the street, blocking view of one lot to another shall be permitted. Each owner shall keep his Lot free of tall grass, undergrowth, dead trees, trash, and rubbish and properly maintained so as to present a pleasing appearance. In the event an Owner does not properly maintain his Lot as above provided, in the opinion of the Architectural Committee, then the Committee may have the required work done and the costs thus incurred shall be paid by the Owner. Such Committee cost shall be a lien on the Lot to which attributable.

SECTION 9. LOT APPEARANCE. Each owner shall keep his building site free of tall grass, undergrowth, dead trees, trash and debris. All garbage, trash and other refuse shall be deposited temporarily in covered receptacles located at the

rear or in the garage of the dwelling. It shall be the duty of each owner to have his garbage removed on at least a weekly basis. No garbage shall be burned on any lot nor may any lot be used as a dumping area. Each lot shall have one driveway leading from the street which shall be paved with concrete, asphalt or other material approved by the Declarant. Location of such driveway shall be approved in writing by the Declarant and shall not be installed without adhering to the NCDOT standards or in any manner which may impeded the Declarant from obtaining acceptance from Wake County (or any other appropriate government agency) for future road dedication. Such paving shall be completed simultaneously with completion of the dwelling. During construction, builders shall keep the building site free of trash and debris and shall provide their employees and agents with portable toilet facilities. If, in the opinion of the Declarant, a lot is being maintained in violation of the above standards, Declarant or its designee may, after a fourteen (14) day notice, have such condition corrected at owner's expense.

During construction of driveways or other land disturbing activities undertaken for landscaping purposes on lot or street right-of-way in front of lot, the lot owner undertaking such activity shall be responsible for installing erosion control devices, if needed, to control water pollution from sedimentation and to prevent accelerated erosion and sedimentation of lake and natural water sources. These devices shall be constructed and maintained in accordance with the then current County erosion and sediment control ordinances. No construction debris, including concrete washout, shall be placed on any street right-of-way adjoining lots or common areas. Any ground cover located on rights-of-way, ditches or slopes of streets destroyed during construction activity shall be replaced by the lot owner responsible for such activity. No lot shall be cleared of naturally occurring trees or other vegetation with trunks greater than 3" in diameter, without prior written approval of the Declarant.

ARTICLE VIII EASEMENTS

SECTION 1. All of the properties and Lots shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone and electric power lines and other public utilities as shall be established by the Declarant or by its predecessors in title, prior to the subjecting of the Properties to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under, and across the Maintenance Area conveyed to it, such further easements as are requisite for the convenience, use, and enjoyment of the properties. In addition, there is hereby reserved in the Declarant and its agents and employees an easement and right of ingress, egress and regress across all Maintenance Area, now or hereafter the responsibility of the Association, for the purpose of construction of improvements with the properties.

SECTION 2. All Lots shall be subject to easements for the encroachments constructed on adjacent Lots by Declarant to the extent that such initial improvements actually encroach including, but not limited to, such items as overhanging eaves, gutters and down spouts and walls.

SECTION 3. An easement is hereby established over the Maintenance Area for the benefit of applicable governmental agencies, public utility companies, and public service agencies as necessary for setting, removing and reading of meters, replacing, and maintaining water, sewer, and drainage facilities, electrical, telephone, gas, and cable antenna lines, fire fighting, garbage collection, postal delivery, emergency, and rescue activities and law enforcement activities.

SECTION 4. Each lot in the subdivision shall be subject to an easement of five (5) feet from its front, side and rear property lines to accommodate such underground services as electricity, telephone, cable television, natural gas, water, and sewer lines or other facilities to service the needs of said Lot Owner as they may from time to time be available to said Lot including the installation of street lighting which may impose continuing monthly or annual expenses to the Owner of each Lot. Declarant reserves the right to subject the real property in this subdivision to a contract with Progress Energy for the installation of street lighting, which requires a continuing monthly payment to Progress Energy by each residential customer.

ARTICLE X GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions 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.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind to the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot owners. Any amendment must be recorded.

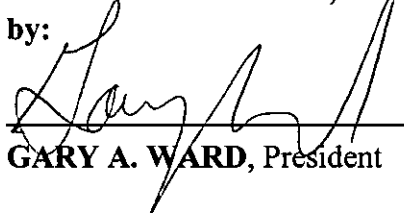
SECTION 4. FHA/VA APPROVAL. As long as there is a Class B membership, the following action will require the prior approval of the Federal Housing Administration or the Veterans Administration:

1. Annexation of additional properties;
2. Amendment of this Declaration of Covenants, Conditions, and Restrictions.

IN TESTIMONY WHEREOF, GC CUSTOM HOMES, INC. has caused this instrument to be executed as of the day and year first above-written.

GC CUSTOM HOMES, INC.

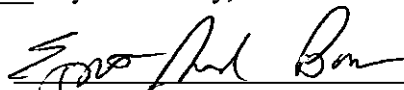
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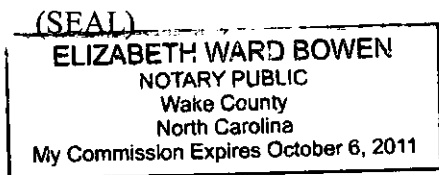
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GARY A. WARD, President

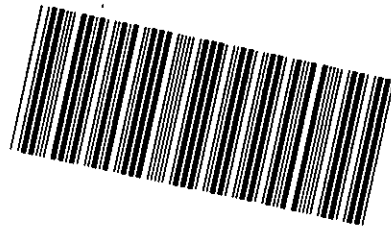
**NORTH CAROLINA
 WAKE COUNTY**

I, Elizabeth Ward Bowen, Notary Public for the State of North Carolina, County of Wake, certify that **Gary A. Ward** personally came before me this day and acknowledged that he is **President of GC CUSTOM HOMES, INC., a North Carolina Corporation** and that he as President, being duly authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or self, this 24 day of January, 2007


 Notary Public
 My Commission Expires: 10/6/2011





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**Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
_____ # of Pages
9