BK6049PG0942

Amended Articles 6, 10, 11, 15

PRESENTED FOR REGISTRATION

94 MAR 18 AM 9:52

KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

NORTH CAROLINA

COUNTY OF WAKE

After recording mail to:
Middle Creek Investors, Inc.
P. O. Box 501
Fuquay-Varina, N. C. 27526

000171

Phase VI

PC 63→96

PROTECTIVE COVENANTS

OF

THE CROFTS AT BRACKENRIDGE

PHASE VI, VII, AND VIII,

BOOK OF MAPS 1994, PAGE 234

BOOK OF MAPS 1994, PAGE 338

KNOWN ALL MEN BY THESE PRESENT that **MIDDLE CREEK INVESTORS INC.,** part owners, developer and declarant, **Anne C. Dahle** and husband, **Robert D. Dahle**, part owners of the above named subdivision, hereby agrees with all persons, firms, and corporations who hereafter acquire a lot from the above referenced subdivision (**The Crofts at Brackenridge, Phase VI, VII and VIII**) that the following protective covenants shall apply to all lots conveyed out of said subdivision and said restrictions shall run with the properties by whomever owned, which covenants are as follows:

(1) All lots shall be used for residential purposes exclusively. No structure, except as hereafter provided shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two (2) and one-half (1/2) stories in height, which may be used and occupied as a residence for a single family. A private garage may be located on the same property. No part of said property shall be used for manufacturing, or commercial purposes. No structure may be constructed prior to the construction of the main dwelling building. No road shall be constructed on any lot in this subdivision connecting to any property not a part of this subdivision.

(2) No building, fence, swimming pool, or any other structure shall be erected, placed, or altered on the premises in said development until the building plans, specifications (including all exterior materials and colors), and site plan showing the location of such improvements, and a landscaping plan has been approved in writing as to conformity and harmony of external design with existing improvements in the development and as to location of the improvements with respect to topography and finished ground elevation by an architectural committee (the "Architectural Committee") composed of three (3) or more persons designated and appointed by the declarant or its assigns. All submittals to the architectural committee shall be accompanied by a completed Brackenridge

architectural committee submission form. In the event said committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such improvements or the making of such alterations have 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 architectural committee shall not be entitled to any compensation for services performed pursuant to this covenant, and no fee shall be charged for approval or disapproval of said plans.

(3) No single-story residential structure which has an area of less than two thousand (2,000) square feet (provided that the dwelling includes an attached double garage with either side entry or rear entry), exclusive of porches, breeze-ways, steps, basements, or other unfinished living area shall be erected or placed or permitted to remain on any lot; no one (1) and one-half (1/2), or split level structure which has an area of less than twenty-four hundred (2,400) square feet exclusive of porches, breeze-ways, steps, basements, garages, and other unfinished living areas shall be erected or placed or permitted to remain on any lot; and no two (2) or two (2) and one-half (1/2) story residential structure which has a living area of less than twenty-four hundred (2,400) square feet, exclusive of porches, breeze-ways, steps, garages
basements, or other unfinished living areas shall be erected or placed or permitted to remain on any lot. No roof pitch will be allowed that is less than 7/12 unless written permission is obtained from the architectural committee. Declarant reserves the right to waive up to ten (10) percent of the above square footage requirements when a house is built with a basement or an enclosed garage provided that the builder or owner receives prior written approval of the architectural committee. All construction of improvements shall be completed within 12 months of commencement of construction.

(4) All mailboxes and mailbox posts must be a type approved by the architectural committee and shall be placed only within ten (10) feet of the edge of the driveway for the lot that the mailbox serves.

(5) No outbuilding or storage building shall be erected upon any lot except those which are incidental to residential use and any building so erected shall be of similar types of material and appearance of the main dwelling structure. All approval processes as outlined in paragraph two (2) above shall apply to construction of any outbuildings.

(6) No mobile home, modular units, single or double-wide units shall be erected or placed on any lot covered by these covenants, under any circumstances. No pre-engineered prefabricated buildings may be erected on any lot without the prior written consent of the architectural committee. A boat may be parked on a lot only behind the main dwelling such that it cannot be seen from any street. Boats can only be covered by a normal canvas cover and no bright colored plastic covers can be used at any time. Travel trailers or other recreational vehicles (including motor homes) may be parked behind the main dwelling on any lot so that it cannot be seen from any street, but such trailer or vehicle may not be used primarily as a residence, either permanently or temporarily. Except with the prior written consent of the architectural committee, no detached garage or any detached building shall at any time

a vehicle

be used for human habitation either temporarily or permanently. Servant quarters may be maintained in a detached building, but only with the written consent of the architectural committee.

(7) No noxious or offensive activities shall be conducted or permitted to be conducted upon any lot, nor shall anything be done or be allowed to be done which may be or may become a nuisance or an annoyance to the neighborhood. Except with the written permission of the architectural committee, no motor vehicle licensed to carry more than ten (10) tons shall be allowed or parked on any lot or street within the subdivision except those vehicles delivering building materials to develop or improve the lots or future lots within the subdivision or to carry furniture for any homeowner within the subdivision. No motor vehicle shall remain parked on any lot for more than thirty (30) days which cannot move under its own power and/or components. There shall be no mini-bikes, go-carts, or two (2), three (3), or four (4) wheel all-terrain vehicles (not licensed for public roads) permitted within the said subdivision. No signs or billboards shall be erected or maintained on the premises, except that one (1) professional sign of not more than twenty four (24) inches square and one (1) sign of not more than six (6) square feet may be used to advertise the property during construction sales period. Large signs may be used on a temporary basis, but only with the written permission of the architectural committee. No stripped, partially wrecked, or junked motor vehicle or parts thereof shall be permitted to be parked or kept on any lot except in an enclosed garage. All motor vehicles of any type kept on any lot shall have current registration and inspection certificates.

(8) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except for dogs, cats, or other household pets which are not dangerous so long as they are not kept, bred, or maintained for commercial purposes. No animals shall be allowed to be loose in the neighborhood at any time.

(9) No chain link fences, or other type wire fences will be allowed unless the fence is faced with a wood board fence or plantings such that no wire fencing can be seen from any adjoining lot or any street. No fence of any kind shall be erected on any lot until a site plan showing the location, type of materials, and screening has been submitted to and received the written approval of the architectural committee. No fence of any kind shall be permitted or placed closer to the front lot line than the rear of the dwelling or a line projected along the rear of the dwelling to each side line. No fence of any kind shall be permitted within twenty-five (25) feet of any lot line. The architectural committee reserves the right to reject any proposed fence due to type of materials or proposed location.

(10) Prior to occupancy, each residential dwelling shall be served by a driveway at least ten (10) feet in width. Said driveway shall be connected to the street pavement by a radius of not less than fifteen (15) feet and shall be paved with either asphalt or black concrete for a distance of at least one hundred (100) feet from the edge of the existing street pavement. The type and size of culverts under driveways shall be approved by the architectural committee. The location of all driveways must receive approval of the architectural committee, but in any case the clearing for said driveways or the actual driveway shall not be closer than ten (10) feet to any lot line. All driveways shall be maintained by the property owners for a distance of no less than 75 feet from the public street in a

manner consistent with the level and type of maintenance of the ditches and shoulders of the public streets within the subdivision. Only driveways for lots 75, 76, 77, 85, 51, 52, 86, 87, 88, 89, 94, 95, and 96 will be allowed to enter onto Brackenridge Lane. Only driveways for lots 49, 50, and 53 will be allowed to enter onto Stonebluff Lane. All other driveways must access the cul-de-sac that fronts the lot.

(11) No satellite receivers or communication tower of any kind shall be permitted on any lot except that, with the written permission of the architectural committee, a satellite receiver may be placed on a lot provided that no part of said receiver can be seen from any street within the subdivision. The architectural committee has the right to reject the location of any such receiver or tower.

(12) All recreational equipment and personal property other than automobiles or bicycles must be stored in such a manner as not to be visible from any street or to the occupants of other lots. No outside clotheslines shall be permitted on any lot.

(13) No concrete, cinder blocks, or other similar type material shall be used as an exposed exterior wall.

(14) Each lot owner shall keep his lot free of all tall grass, undergrowth, dead trees, trash, rubbish, and building materials and other unsightly materials and shall otherwise keep his lot maintained in such a manner so as to present a pleasing appearance. This provision shall not require a lot owner to remove natural growth from those areas of his lot which are left in a totally natural and undisturbed condition. In the event an owner does not properly maintain his lot as above provided, in the opinion of the architectural committee, then declarant may have the required work done to bring the lot into compliance with this covenant and the cost thus incurred shall be paid by the owner. Each lot owner shall remove from his lot all debris resulting or remaining following the destruction of any structure on the property. In the event that the structure is suitable for rebuilding, the structure will either be removed entirely or rebuilt within a period of six months from the time of damage.

(15) No lot shall be subdivided so as to create two (2) or more lots from the original lot at any time. With the written permission of the declarant, combinations or recombinations of lots may occur however this would occur for the sole purpose of either combining two (2) or more lots to create one (1) lot or relocation of a property line that does not result in an increase of lots. A lot owner may erect a structure on two (2) or more lots with the provision that multiple lots are to be considered as one (1) lot for purposes of set back restrictions. No lot can contain less than 1.99 acres.

(16) Declarant reserves unto themselves, their successors and assigns in addition to any easements of record a perpetual, un-alienable, and releasable easement and right on, over, and under the ground to erect, install, maintain, and use electric wires, cables, sewers, water mains, water drainage provisions and facilities, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, water, sewers, water drainage, and other public convenience or utilities owned, in or over five (5) feet around the perimeter of each lot. These easements and rights expressed include the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or

to take any similar action reasonable to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance.

(17) No dwelling of any kind other than a well house, shall be located on any lot nearer than one hundred (100) feet to the front lot line nor nearer than twenty-five (25) feet to any remaining lot line.

(18) Except for driveway clearing as previously provided for in these covenants, no trees of any type may be cut or removed with the exception of small trees and underbrush measuring less than four (4) inches in diameter at a point two (2) feet above ground level from any area within the front one hundred (100) feet of any lot, or within seventy-five (75) feet of any street right-of-way, or within twenty-five (25) feet of any lot line or from any area where the ground slope exceeds twenty-five (25) percent.

(19) Any notice required to be sent to any owner under the provisions of this declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, post-paid, to the last known address of the person who appears as owner. Notice to one (1) of two (2) or more co-owners of a lot shall constitute notice to all co-owners.

(20) No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within any other structure, or buried underground. All water well components including but not limited to casings, tanks, valves, and controls will either be enclosed in a well house approved by the architectural committee or screened so that they can not be seen from any adjoining lot or street. Each lot owner shall provide receptacles for garbage in an area not generally visible from public street view, or provide underground garbage receptacles or similar facility in accordance with reasonable standards. All dwelling connections for all utilities including but not limited to water, electricity, gas, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such a manner as may be acceptable to the appropriate utility authority.

(21) Any land owner or combination of land owners within the subdivision, or the Homeowners Association upon action of its governing Board of Directors, shall be entitled to damages or any other remedies from any person, firm, or corporation violating or attempting to violate these covenants which a court of law or equity will allow. If any covenant herein is declared void, then all other covenants contained herein shall remain in full force and effect.

(22) The developer reserves the right to subject all lots to a contract with Carolina Power & Light Company, or its successors, for the installation of street lighting which will require a continuing monthly payment to said utility company for the owner of each building.

(23) The owner or owners of each lot made subject to these Protective Covenants shall be members of a homeowner's association established by the Developer and Declarant for the general, but not exclusive, purpose of owning and maintaining certain common or public properties within the subdivision. By acceptance of a deed to any lot made subject to these Covenants, the owner or

owners of each such lot covenants and is deemed to covenant and agree to be subject to such rules and regulations as are from time-to-time established by or pursuant to the Charter and By-laws of the homeowner's association and to pay to the corporation such annual, general assessments, dues or charges as may be established from time-to-time by or pursuant to the Charter and By-laws of the homeowner's association. Furthermore, all such assessments, together with interest, costs, and reasonable attorney's fees shall be a charge and lien on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment shall furthermore be a personal obligation of the person who was the owner of the lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successor entitled to a lot unless expressly assumed by them but delinquent assessment shall continue to be a lien upon such lot.

(24) 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 (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(25) No provision contained in these restrictions shall be deemed to have been waived, abandoned or abrogated by reason of failure to enforce them on the part of any person as to the same or similar future violations no matter how often the failure to enforce is repeated.

The architectural committee, in its discretion, may allow reasonable variances and adjustments of these restrictions in order to alleviate practical difficulties and hardship in their enforcement and operation.

IN TESTIMONY WHEREOF, the parties set out in the preamble above have hereunto set their hands and seals.

MIDDLE CREEK CORPORATE SEAL N.C.

MIDDLE CREEK INVESTORS, INC.

BY _____

Richard L. Watkins, President

ATTEST:

_____

Charles L. Parker, Secretary

_____ (Seal)

Anne C. Dahle

_____ (Seal)

Robert D. Dahle

NORTH CAROLINA
COUNTY OF Harnett

I, the undersigned notary public, do hereby certify that CHARLES L. PARKER personally appeared before me this day and acknowledged that he is secretary of MIDDLE CREEK INVESTORS, 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 its secretary.

BARBARA GOSS NOTARY *** PUBLIC HARNETT COUNTY, NC

Witness my hand and notary seal, this the 10th day of March, 1994

Barbara Goss
Barbara Goss, notary public

My commission expires: 10-12-98

NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned notary public, do hereby certify that Anne C. Dahle and Robert D. Dahle personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notary seal, this the 12th day of MARCH, 1994

Notary Public

My commission expires My Commission Expires May 3 1998

CHERYLE P. CRUSS NOTARY PUBLIC WAKE COUNTY, N.C.

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Barbara Goss
Cheryle P. Cruss
Notar(y)(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time

BK7233PG0280

PRESENTED FOR REGISTRATION!!
96 NOV 27 PM 2:49
KENNETH C. WILKINS
REGISTER OF DEEDS
WAKE COUNTY

Prepared by and Hold for: The Law Offices of Akins, Hunt & Fearon, PLLP

NORTH CAROLINA 000448

WAKE COUNTY

AMENDMENT OF RESTRICTIVE COVENANTS LOTS 64, 65, 66 AND 67 - THE CROFTS AT BRACKENRIDGE - PHASE 6

KNOW ALL MEN BY THESE PRESENTS that Middle Creek Investors, Inc. hereinafter called "Owner", is the owner of those certain parcels of land known as Lots 64, 65, 66 and 67, The Crofts at Brackenridge Subdivision, Phase 6, as shown on plat of survey recorded in Book of Maps 1994, Page 234 of the Wake County Registry (the "Restricted Lots"), which property is located in Middle Creek Township, Wake County.

WHEREAS, the Owner has previously imposed upon all the aforesaid Restricted Lots restrictive covenants which are in addition to the additional covenants and restrictions set forth in this document; and

WHEREAS, the Owner has previously recorded a plat of survey which establishes on the Restricted Lots a reciprocal easement across portions of Lot 65 and Lot 66 for the benefit of the Restricted Lots; and

WHEREAS, the Owner has constructed within this reciprocal easement a portion of driveway extending from the public road (the "Joint Driveway") and has imposed upon the Restricted Lots covenants which provide for the joint use and maintenance of this portion of the easement by all owners of the Restricted Lots.

WHEREAS, the Owner wished to amend those Restricted Lots covenants which provide for the joint use and maintenance of this portion of the easement by all owners of the Restricted Lots.

NOW, THEREFORE, in consideration of the premises, the Owner, for themselves and their successors, legal representatives and assigns, hereby restrict the use of the aforesaid property as follows:

1. The Declarant will construct and pave the joint driveway according to the private paved roads standards set by Wake County.

2. During house construction, if any one of the lot owners causes the road to be damaged beyond normal wear and tear, then that owner will be responsible to repair the road to its original condition.

3. The Declarant reserves the right to subject all lots to a contract with Carolina Power and Light Company, or its successors; Carolina Telephone, or its successors; Time Warner, or its successors; and the Public Service Gas Company, or its successors, for easements for utility service.

4. This agreement shall continue in perpetuity from the date hereof except that it may be terminated or modified by agreement of all owners of the Restricted Lots.

5. The restrictions hereby imposed shall be restrictions running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns including, but without limitation, all subsequent owners of the Restricted lots and all persons claiming under them.

6. No provision contained in these restrictions shall be deemed to have been waived, abandoned, or abrogated by reason by failure to enforce them or force them on the part of any person as to the same or similar future violations no matter how often the failure to enforce is repeated.

IN WITNESS WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its duly authorized officers this the 20th day of November, 1996.

MIDDLE CREEK INVESTORS, INC.

By: _____
President

MIDDLE CREEK INVESTORS, INC. CORPORATE SEAL N.C.

_____
Secretary

NORTH CAROLINA
WAKE COUNTY

I, the undersigned notary public, do hereby certify that Charles L. Parker personally appeared before me this day and acknowledged that he is _____ Secretary of Middle Creek Investors, Inc., a corporation, and that by the 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 himself as its _____ Secretary.

Witness my hand and notary seal, this 20th day of November, 1996.

_____ Notary Public
My Commission expires: 10-12-98

BARBARA GOSS NOTARY *** PUBLIC HARNETT COUNTY, NC