WAKE COUNTY, NC 123
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Declaration of Covenants, Conditions and Restrictions

Of

Grove Park Village Subdivision

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF Grove Park Village Subdivision

THIS DECLARATION ("Declaration") is made this 6th day of November, 2014, by Brayton Park LLC, a North Carolina Corporation, with its principal place of business in Raleigh, Wake County, North Carolina, ("Owner/Developer" and "Declarant");

RECITALS

WHEREAS, Declarant's predecessor in title has heretofore caused the property described herein to be subjected to covenants and conditions recorded in Book 8132 Page 231 and Book 8314 page 2752 Wake County Registry; and

WHEREAS Declarant desires to terminate and withdraw the property from the covenants described above and to subject the property to the covenants contained herein;

NOW, THEREFORE, Declarant and Owner/Developer does hereby withdraw and release the real property described in Section 1.3 below from the Declaration and Covenants recorded in Book 8132 Page 231 and Book 8314 page 2752 Wake County Registry, terminating the effect of said Declaration and Covenants upon the subject property, and further does hereby publish and declare the real property described in Section 1.3 below, and all improvements located thereon are held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the following covenants, conditions, easements, uses, limitations, obligations, and restrictions, all of which are declared and agreed to be in furtherance of a plan for a residential subdivision and shall be deemed to run with the land and shall be a burden and benefit to Declarant and Owner/Developer, their successors and assigns and any person or entity acquiring or owning an interest in the said real estate and improvements, and their grantees, successors, heirs, executors, administrators, devisee and assigns.

ARTICLE I
DEFINITIONS

Section 1.1. "Association shall mean and refer to Grove Park Village Homeowners Association, Inc., its successors and assigns.

Section 1.2. "Owners" 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, and making special

exception for those Owners who are licensed general contractors approved to build in Grove Park Village Subdivision.

Section 1.3. "Properties" shall mean and refer to that certain real property described as **Lots 1-25, Phase 1, as shown on that map recorded in Book of Maps 1998 at Page 1559, in the Office of the Register of Deeds of Wake County, North Carolina,** and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.4. "Common Area" shall mean all open spaces owned by the Association for the common use and enjoyment of the owners and the landscape easements. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: NONE

Section 1.5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 1.6. "Owner/Developer" shall mean and refer to BRAYTON PARK LLC, a North Carolina Corporation, its successors and assigns.

Section 1.7. "Declarant" shall mean and refer to BRAYTON PARK LLC, a North Carolina Corporation, its successors and assigns.

Section 1.8. "Executive Board" shall mean and refer to the governing body from time to time of the Association as constituted in accordance with this Declaration, the Articles of Incorporation of the Association, and the By-Laws.

Section 1.9. "Declaration" means any instruments, however denominated, which create a condominium, and any amendments to those instruments.

ARTICLE II
PROPERTY RIGHTS

Section 2.1. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with title to every Lot and shall be preserved to the perpetual benefit of the owners Association, subject to the following provisions:

(a) the right of the Association to suspend the voting rights of an owner for any period during which any assessment against his Lot remains unpaid; and for any period for any infraction of its published rules and regulations that remains uncorrected;
(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such

dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of member agreeing to such dedication or transfer has been recorded.

(c) The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

Section 2.2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Section 3.2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners of Lots, with the exception of the 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 among themselves determine, but in no event shall more than the allocated votes be cast with respect to any Lot.

Class B. Class B members shall be the Owner/Developer and Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to a Class A membership respectively upon the happening of either of the following events, whichever occurs earlier:

(a) When the total voted outstanding in Class A membership equal the total number of votes outstanding in Class B membership, but provided that the Class B membership shall be reinstated if thereafter and before the time stated in sub-paragraph (ii) below, such additional lands are annexed to the properties without the assent of Class A members on account of the Development of such additional lands by the Declarant, or

(b) on January 1, 2025;

Section 3.3. Period of Declarant and/or Owner/Developer Control: The Executive Board shall be appointed by the Declarant and/or Owner/Developer until the

earlier to occur of (1) there are no Class B members as hereinabove defined; or (2) December 31, 2040, at which time the Lot Owners shall elect at least three (3) members of the Board, two (2) of whom must be Lot Owners.

ARTICLE IV
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation for the Lien and Personal Obligation of Assessment. The Declarant and Owner/Developer for each Lot owned within the Properties, hereby covenants, and each Owner or any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) annual assessments or charges, and
(b) 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 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 pass to his successors in title.

Section 4.2. 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 improvements and maintenance of the playground, and appurtenant recreational facilities, and the Common Area, including, but no limited to maintenance of the entranceway, perimeter fencing and walls, retaining walls, utility expenses, landscape buffer area and the landscape easement at the entrance to the subdivision. All streets and vehicular rights of way as shown on the aforementioned plat are built to NCDOT specification. The Association shall be responsible for the maintenance and upkeep of all streets and public vehicular rights of way in the subdivision until such time as the same are accepted for maintenance by the State of North Carolina, and more specifically by the North Carolina Department of Transportation.

Section 4.3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual maximum assessment for Owners of lots shall be $300.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual maximum assessment

may be increased each year not more than ten (10%) percent above the assessments of the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual maximum assessment may be increased above ten (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4.4. Special Assessments for Licensed General Contractors. The Association shall only levy a special assessment equal to 50% of the annual assessment for Lot Owners who are licensed general contractors with written approval to build in Grove Park Village Subdivision. The special assessment provided for herein shall commence on the first day of the month following the conveyance of the Lot to a licensed general contractor with written approval to build in Grove Park Village Subdivision and shall be payable and collected on the sale and closing of a completed home to a bona fide purchaser for value.

Section 4.5. Special Assessments 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 public and private capital improvement upon the Common Area or as required in accordance with the purpose of the assessments as set forth in Section 4.2 above, 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 the meeting duly called for this purpose.

Section 4.6. Taxes and Insurance. As part of the annual assessment, the Association shall levy against the Owners equally an amount sufficient to pay the annual cost of liability insurance premiums for such insurance on the Common Area and the amount of ad valorem property taxes and/or special assessments levied by any lawful governmental authority on the common Area. It shall be the duty of the Association to pay all such premiums and taxes promptly when they shall become due. Upon default by the Owners Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the common areas or assessments for public improvements to the common areas, which default shall continue for a period of six (6) months, each owner of a building site in the development shall become personally obligated to pay to the tax assessing governmental authority a portion of such taxes or assessments in an amount determined by allocating a portion of the total taxes and/or assessments due by a percentage of the tax valuation each office building bears to the total tax valuation. IF such sum is not paid by the owner within thirty (30) days following receipt of

notice of the amount due, then such sum shall become a continuing lien on the building site of the then owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law against the owner personally obligated to pay the same or may elect to foreclose the lien against the property of the owner.

Section 4.7. Uniform Rate of Assessment. Both annual and special assessments for all Lots must be collected on an annual basis.

Section 4.8. Date of Commencement of Annual Assessments: Due Dates. The written assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to a bona fide purchaser for value and the recordation of the deed. 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 such 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 and the Board of Directors shall have the authority to require the assessments to be paid in pro-rata monthly installments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an office of the Association setting forth whether the assessments on a specified Lot have been paid. At the time prescribed for payment of annual dues, members shall be required to submit proof of replacement cost insurance overate and liability insurance coverage in amount and form acceptable to the Executive Committee.

Section 4.9. 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 twelve (12%) percent 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. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 4.10. 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 of 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.

ARTICLE V
ARCHITECTURAL CONTROL

Section 5.1. The Declarant shall establish an Architectural Standards Committee (hereinafter referred to as the "Committee") which shall be composed of not less than two (2) and not more than three (3) members, consisting of the Declarant and at least one (1) licensed general contractor with written approval to build in Grove Park Village Subdivision.

Section 5.2. Approval of Plans. No house shall be constructed, shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or substantial change or alteration therein be made until the plans and specifications 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 Architectural Standards Committee. The Architectural Standards Committee shall have the unfettered rights, in its sole discretion, to approve to disapprove plans for houses to be constructed on the lots in the subdivision. Further, the Architectural Standards Committee shall have the unfettered right, in its sole discretion, to approve or disapprove plans for exterior paint colors, landscaping, storage sheds and other outbuildings, decks, patios, fences, and other like improvements to be constructed on the lots in the subdivision.

ARTICLE VI
EXTERIOR MAINTENANCE

The Association shall provide for maintenance of the Common Area, including but not limited to maintenance of the entranceway, perimeter fencing and walls, retaining walls, open spaces, landscape buffer area and the landscape easement at the entrance to the subdivision. The cost of such maintenance, repairs and replacements shall be paid for our of the assessments provided for in Article IV above. In the event an Owner neglects or otherwise refuses to maintain his or her house and other accouterments in a state of repair consistent with the beauty and welfare of the remaining area, including but not limited to painting of the exterior and landscape maintenance, then and in that event, the Architecture Control Board may effect such maintenance, repairs of replacement, and the cost of such maintenance, repairs and replacements shall be added to and become a part of the assessment to which such Lot is subject pursuant to Article IV.

ARTICLE VII
EASEMENTS

Section 7.1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage, or which may obstruct or retard the flow of water.

Section 7.2. The Association acting through its officers, agents, servants, and/or employees shall have the right to unobstructed access at all reasonable times to all properties as may be reasonably necessary to perform the exterior maintenance called for in Article VI of this Declaration.

Section 7.3. Each owner of a Lot, his family, members, guests and invitees and all persons providing services to the Owners of a Lot in this subdivision shall have the right of ingress, egress, and regress over and across the private streets in the subdivision.

ARTICLE VIII
LAND USE

Section 8.1. Land Use and Building Type. No Lot shall be used except for residential purposes. Any building erected, altered, placed or permitted to remain on any Lot shall be subject to the provisions of Article V of this Declaration of Covenants, Conditions and Restrictions relating to Architectural Control.

Section 8.2. Building Type. No structure shall be erected, altered, placed or permitted to remain on any single-family building lot other than one detached single-family dwelling not to exceed two and one-half stories in height and an attached private garage for not more than three cars and other outbuildings incidental to residential use of the Lot. Such outbuildings erected, altered, placed or permitted shall be of the same quality, workmanship and material as the principal dwelling structure, and they will be erected and placed according to Section 8.4 below.

Section 8.3. Minimum Square Footage. No dwelling shall be erected or allowed to remain on any lot which shall contain a heated-area, living space of less than 1,800 square feet for a single family ranch dwelling, or 2,400 square feet for a one and a half or two story dwelling, of which not less than 1,000 square feet shall be on the first or ground floor. Heated-area living space shall mean the ordinary living space in a house which is designed and constructed so as to be capable of being heated for regular living use in cold weather. In the computation of floor space, furnace room areas, garages, and porches shall not be counted; however finished living area over garages shall be included.

Section 8.4. Setback Requirements. All structures erected on designated lots shall conform to the setbacks as established by the Town of Holly Springs, North Carolina.

Section 8.5. Nuisances. No noxious or offensive action shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8.6. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 8.7. Recreational Vehicles. No boat, motorboat, camper, recreational vehicle, trailer or motor home shall be permitted to remain on any Lot for more than seven (7) days unless concealed in a building or garage.

Section 8.8. Animals. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Lot or upon the Common Area, except that the keeping of not more than two (2) orderly domestic pets (dogs or cats) shall be permitted subject to the Rules and Regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten (10) days written notice from the Board of Directors. Such pets shall not be permitted upon the Common Area unless accompanied by an adult and unless carried or leashed.

Section 8.9. Satellite Dishes and Radio Antennas or Towers. No satellite dish antennas, radio tower or antennas of any nature shall be placed or allowed to remain on said property except for satellite dishes measuring no more than 18 inches in diameter, attached to the rear of the dwelling, so long as said satellite dishes are not visible from the street or streets fronting the house.

Section 8.10. Clothes Lines. No outside clothes lines or outside clothes drying structures shall be permitted on the premises.

Sections 8.11. Signs. Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any building plot except "For Sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed two (2) square feet in size, shall not extend more than four (4) feet above the surface of the ground, shall be fastened only to a stake in the ground and shall be limited to one (1) sign to a property. The Declarant may enter upon any building plot and summarily remove and destroy any signs which do no meet the provisions of this paragraph.

Nothing contained in these Covenants, Conditions and Restrictions shall prevent the Declarant or any person designated by the Declarant from erecting or maintaining such commercial and display signs and such temporary dwellings, model house and other structures as the Declarant may deem advisable for development purposes.

Section 8.12. Outdoor Furniture. No furniture generally manufactured as interior furniture or for interior use shall be placed or allowed to remain outside as lawn furniture, nor shall such furniture be placed or allowed to remain outside from any

heated space. Such furniture includes, but is not limited to, upholstered furniture or beddings.

Section 8.13. Basketball Goals. No basketball goals of any nature, whether stationary or portable, or regulation size or otherwise, shall be allowed in the street or public right of way. Basketball goals shall be allowed in owners' yards or driveways, provided that they are properly maintained in good repair or condition, both aesthetically and structurally, and they must have nets which look new or nearly new. Any permitted basketball goal is subject to approval and control by the Architectural Committee.

Section 8.14. Yard Maintenance. Each owner shall landscape and maintain his yard in a well manicured style, so as to enhance his own as well as his neighbor's homes and lots. Grass should be kept at a reasonably short length, and trees, shrubs, and bushes shall be properly pruned and all yards shall be kept free of weeds.

Section 8.15. Trash and Yard Debris. No trash of any kind, whether household or yard debris shall be placed or allowed to remain on said property, except in property containers provide by a private trash removal company, placed where trash is normally picked up, and may only be placed thereon the evening before the day trash is normally picked up. Each Owner shall promptly remove the trash container from the point of pickup, in no case later than the evening of the day the trash was removed. On days other than the day of pickup, the trash container shall be concealed in a building, garage, or behind fencing or screening approved in writing by the Architectural Committee.

Section 8.16. Mailboxes. No mailbox of any type or nature shall be permitted on the premises, other than the black aluminum precast mailboxes such as those initially specified by the Declarant. In the event the mailbox is destroyed, damaged or falls into disrepair, the Owner shall replace the mailbox with one of identical make, type and color.

Section 8.17. Above Ground Pools. No above ground swimming pools of any nature, whether permanent or temporary, shall be allowed or permitted on the premises.

Section 8.18. Junk Vehicles. No automobile or motor vehicle may be dismantled on said property. No mechanically defective automobile or currently unlicensed automobile shall be placed or allowed to remain on said property, or within any private or public right-of-way on said property.

Section 8.19. Fences. No fences other than the fences constructed by the Declarant and Owner/Developer shall be erected upon the Properties except the rear yard may be fenced with a wrought iron fence, or black aluminum fencing with wrought iron texture and appearance, not to exceed five (5) feet in height and subject to the prior approval of the Architectural Committee. The Architectural Committee shall have the unfettered right, in its sole discretion, to approve or disapprove the plans

for a fence to be constructed on any lot in this subdivision. No fence shall be erected or allowed to remain upon any numbered lot which is a corner lot closer to the set back (Front or side) than the primary dwelling.

Section 8.20. Obstructions. The Declarant and/or Owner/Developer shall hve the right, but no obligation, to remove or require the removal of any fence, sign, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, placed or located on any building plot, if the location of the same will, in the sole judgment of the Declarant and/or Owner/Developer, obstruct the vision of a motorist upon any of the access way.

ARTICLE IX
INCORPORATION OF APPLICABLE ORDINANCE

Section 9.1. Conflicting Provisions. To the extent the provisions of this Declaration conflict with any applicable provisions of the Wake County code or North Carolina General Statute, the conflicting provisions of the County Code and/or North Carolina General Statute shall control.

ARTICLE X
EMINENT DOMAIN

Section 10.1. Taking of a Lot. If a Lot is acquired by eminent domain, or if any part of a Lot is acquired by eminent domain leaving the lot owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Lot owner for his Lot and his interest in the Common Property, whether or not any common property is acquired. Unless the condemnor acquires the right to use the Owner's interest in the Common Property, the Owner's allocated interests are automatically reallocated to the remaining Lots in proportion to the respective allocated interests of those Lots before the taking, exclusive of the Lot taken and the Association shall promptly prepare, execute, and record, an amendment to the Declaration reflecting the reallocations. Any remnant of a Lot remaining after part of a Lot is taken under this subsection will become part of the Common Property.

Section 10.2. Taking of Part of Common Property. If part of the Common Property of the Common Property is acquired by eminent domain, the award must be paid to the Association.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.1. Term. It is understood and agreed, and the present owners and all subsequent Grantees of present owners expressly agree by the acceptance of land within the above described subdivision area that the covenants and restrictions of

the Declaration shall run with and bind the land for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

These restrictive covenants may be amended at any time by Declarants, their successors, heirs and assigns, so long as they own any one lot contained in **Grove Park Village Subdivision, as depicted on the map recorded in Book of Maps 1998 at Pages 1559, Wake County Registry.**

Declarant shall have the right to subject additional phases of development within the jurisdiction of the Association by the filing of an amended or supplemental declaration.

Section 11.2. Enforcement. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein it shall be lawful for the Homeowners Association or the Architectural committee to enforce these restrictions as agents of the homeowners, or persons owning real property situated in said development for subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate said covenants and either to prevent him or them from so doing or to recover damages or other dues or for such violation.

Section 11.3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 11.4. Applicable Laws. These restrictive covenants are submitted and executed in accordance with Wake County Ordinances and Chapter 47A of the North Carolina General Statues, which are incorporated herein by reference. Where these restrictive covenants are inconsistent with either state law or the county code, state law or the county code shall prevail, in that order.

Section 11.5. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity and; enforceability of the remainder of this Declaration, acid in such event, all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 11.6. Waiver. No provisions contained in the Declaration shall, be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 11.7. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

Section 11.8. Conflict of Laws. It is the intent of the Declarant herein that this subdivision shall comply with the General Statutes of North Carolina. It is the further intent of the Declarant to comply with the Wake County Code, Where a conflict arises between any provisions of the Wake County Code shall prevail. Where a conflict arises between the provisions of the Wake County Code and the North Carolina General Statutes, the North Carolina General Statutes shall prevail.

IN WITNESS WHEREOF Declarant and Owner/Developer has caused this Declaration to be duly executed and sealed this 6th day of November, 2014.

Brayton Park LLC

By: John E. Brown /Member/manager (SEAL)
John E. Brown, Member/Manager

STATE OF NORTH CAROLINA, COUNTY OF Wake

I, W. Samuel Whitmeyer-Weathers, a Notary Public of said County and State aforesaid, certify that John E. Brown, Member Manager of Brayton Park LLC, personally came before me this day and acknowledged that he is Member - Manager of Brayton Park, LLC and that by authority duly given and as the act of the LLC, the foregoing instrument was signed by him in its name.

WITNESS my hand and official seal, this the 6 day of November 2014.

Notary Public

My Commission expires: 11/19/19

W. SAMUEL WHITMEYER-WEATHERS NOTARY PUBLIC WAKE COUNTY, NC

BOOK:015832 PAGE:01063 - 01077

WAKE
COUNTY
NORTH CAROLINA

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It is part of the recorded document and must be submitted with the original for re-recording.

Laura M. Riddick
Register of Deeds
Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp ☐ $25 Non-Standard Fee

☐ Additional Document Fee ☐ Additional Reference Fee

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