

WAKE COUNTY, NC 51  
 LAURA M RIDDICK  
 REGISTER OF DEEDS  
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Prepared by and Hold for:  
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 NO TITLE SEARCH OR TAX ADVICE GIVEN

NORTH CAROLINA  
 WAKE COUNTY

**DECLARATION OF PROTECTIVE COVENANTS  
 BRADFORD LANDING**

This DECLARATION OF PROTECTIVE COVENANTS is made this 16<sup>th</sup> day of September, 2010 by **SBS Investments, Inc.** (hereinafter referred to as the DECLARANT or DECLARANTS).

DECLARANT is the Owner and Developer of that certain real property located in Middle Creek Township, Wake County, North Carolina, which is more particularly described as follows:

**BEING all of Lots 1-18, Bradford Landing, according to that plat recorded in Book of Maps 2010, Page 56, Wake County Registry.**

WHEREAS, DECLARANT intends to sell and convey the Lots and parcels within the subdivision and, before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes, and charges under the general plan or scheme of Improvements for the benefit of all Lots and parcels in the subdivision and for the benefit of the Owners and future Owners thereof.

NOW, THEREFORE, the DECLARANT declares that all of the Lots and parcels in the subdivision are held and shall be held, conveyed, encumbered, leased, rented, used, occupied, and improved subject to the provisions of this Declaration, all of which are declared by the DECLARANT, and agreed by DECLARANT'S successors in title, to be in furtherance of a plan of development established for the purpose of enhancing and protecting the value, desirability, and attractiveness thereof.

The provisions of this Declaration are intended to create mutual and equitable servitudes upon each of said Lots and parcels in favor of each and all other Lots and parcels; to create reciprocal rights between their respective Owners of all such Lots and parcels; to create privity of contract and estate between the Grantors of such Lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all other such Lots and parcels in the subdivision and their respective Owners, present and future.

**ARTICLE I**

**DEFINITIONS**

**Section 1.** "Association" shall mean and refer to Bradford Landing Homeowners Association, Inc., its successors and 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 hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 4.** “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the Owners including the “Private Secondary Common Green Space 50’ Buffer”, together with all water and sewer lines located on and serving the Properties which are located outside dedicated public easements and city rights-of-way, except water and sewer lines located on an Lot which serve only that Lot.

**Section 5.** “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties upon which a Single Family Dwelling is to be situated.

**Section 6.** “Declarant” shall mean and refer to SBS Investments, Inc., their successors and/or their assigns.

**Section 7.** The term “Improvement” shall mean and include all buildings, storage sheds or areas, roofed structures, parking areas, loading areas, trackage, fences, walls, hedges, plantings, trees, poles, driveways, ponds, lakes, changes in grade or slope, site preparation, clotheslines installation, swimming pools, tennis courts, signs, exterior illumination, changes in any exterior color or shapes and any new exterior construction or exterior Improvement exceeding \$1,000.00 in cost which may not be included in any of the foregoing.

**Section 8.** “Member” shall mean and refer to every person or entity who holds membership in the Association, however, voting shall be limited to one vote per Lot.

**Section 9.** “Master Covenants” shall mean and refer to these Declarations of Master Covenants, Conditions and Restrictions for Bradford Landing as the same may be amended from time to time as provided therein.

**Section 10.** “Town” shall be the Town of Fuquay-Varina, North Carolina.

## ARTICLE II

### USE RESTRICTIONS

**Section 1.** **Rules and Regulations.** The Board of Directors of the Association shall have the power to formulate, publish, amend and enforce rules and regulations concerning the use and enjoyment of the front and side yard space of each Lot and the Common Areas. Such rules and regulations may provide for imposition of fines or penalties for the violation thereof, or for the violation of any of the covenants and conditions contained in this Declaration.

**Section 2.** **Use of Properties.** No Lot shall be used except for residential purposes. No road shall be constructed on any Lot in this subdivision connecting to any Lot not within this subdivision unless constructed by the Declarant and approved by the applicable governmental agency. The Owners of said Lots may not vary the lines and boundaries of said Lots except as otherwise provided herein; provided, the Owners may not reduce the size of any Lots except in accordance with appropriate re-subdivision approval by Wake County, the Town of Fuquay-Varina, or other local governmental agency, and the Owners may not re-subdivide the Lots in such a manner as to increase the number of Lots within the subdivision. In the event the lines and boundaries of any said Lots are revised or varied pursuant hereto, the location of the easements reserved herein and reserved as shown on the recorded map shall automatically change so as to be located along and with the property lines of the Lots as revised.

**Section 3.** **Quiet Enjoyment.** No noxious or offensive activities shall be conducted or permitted to be conducted upon any Lot nor shall anything be done or allowed to be done which may be or may become a nuisance or an annoyance to the neighborhood. No motor vehicle licensed to carry more than two (2) tons shall be allowed or parked on any Lot or street within said subdivision except those vehicles delivering building material to develop or improve the Lots within the subdivision or to carry furniture of any Owner within said subdivision. No recreational vehicles shall be parked on the street. No motor vehicles shall remain parked on any Lot for more than 30 days which cannot move under its own power and /or components. No home business is allowed

that involves any signs or causes increased traffic in the neighborhood. No clothes lines are permitted on any Lot. No pole style security lights are permitted on any Lot.

**Section 4. Animals.** No animals, livestock or poultry shall be raised, bred or kept in any portion of the Property except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance (in the judgment of the Board of Directors of the Association) such as, but without limitation, by noise, odor, damage or destruction of property or refuse.

**Section 5. Dwelling Specifications.** Declarant must approve all house plans prior to construction. All materials used in the exterior construction of a dwelling shall be new building materials. All dwellings must be constructed with a minimum heated and finished livable square footage of 1,000 square feet. The Developer reserves the right to grant a negative 10% square footage variance which must be granted in writing to be deemed acceptable and approved. All driveways must be constructed out of poured concrete.

**Section 6. Setback Requirements.** All setbacks shall be per the "Minimum Building Setbacks" as set forth on the recorded map.

**Section 7. Impermissible Uses.** No mobile home, modular units, single or double-wide, 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 Declarant. Travel trailers or other recreational vehicles shall not be parked or allowed on any Lot. No above ground pools shall be erected.

**Section 8. Outbuildings And Storage Buildings.** 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 as the main dwelling structure and the outbuilding so constructed shall be approved by the Declarant and meet all setbacks requirements.

**Section 9. Screening.** All garbage containers and utility meters shall be permanently screened from view from all street rights-of-ways except on the day of garbage pick-up.

**Section 10. Mailboxes.** All mailboxes shall be identical and will be initially purchased from the Declarant at a cost of \$135.00 per mail box and any change in mailbox must have the approval of the Association.

**Section 11. Fences.** No fences of any kind may be placed in the front yard of any Lot. All fences erected in the back or side yard must be approved by Declarant.

**Section 12. Storage Receptacles.** No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within an outbuilding, or buried underground or screened so as not to be visible from the public street.

**Section 13. Satellite Dishes.** No large satellite discs or dishes shall be permitted on any Lot. Any apparatus used in connection with any utility or utility service shall be located in the back of the home and not exposed to public view. Small satellite discs shall be permitted if positioned so the satellite disc is not readily viewable from the street.

**Section 14. Garbage, Refuse, And Debris.** It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, unhealthy, or unkept condition on any Lot. All Lots shall be kept clean and free of garbage, junk, trash, debris, and any other substance which might contribute to a health hazard or the breeding and inhabitation of snakes, rats, insects, or other pests and vermin. Each Lot Owner shall provide receptacles for garbage in an area not generally visible from the public street, or provide underground garbage receptacles or similar facilities in accordance with reasonable standards. Standard garbage receptacles are cans placed at the road for pick up shall only be allowed to be placed at the roadside on the evening before and the day of pick up.

**Section 15. Landscaping.** All front yards must be sodded prior to being occupied by an Owner.

**Section 16. Recreational Vehicles.** Recreational vehicles will not be allowed to be parked on any Lot except that a guest of any Lot Owner shall be allowed to park a recreational

vehicle or camper trailer in the driveway of a Lot Owner for a maximum of ten (10) consecutive days only at which time it must be removed and not to return until fourteen (14) days has past.

**Section 17. Notice.** 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 give, 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. It shall be the obligation of all Owners to immediately notify the Declarant in writing of any changes in address.

### ARTICLE III

#### ESTABLISHMENT OF HOMEOWNERS ASSOCIATION

**Section 1. Purpose.** The purpose of the Association is to maintain utilities, street easement, and Common Areas as shown on the recorded map of Bradford Landing Subdivision. The duties of the Association are further described in this Article.

**Section 2. Composition.** The duties of the Association will be performed by the Declarant until all eighteen (18) Lots have been sold. Upon conveyance of the twelfth (12<sup>th</sup>) Lot, the Declarant will establish the Association by appointing an Owner as president for the Association. The president may be changed annually by a majority of the Owners of Bradford Landing Subdivision at a meeting called for that purpose. Declarant shall elect the Board of Directors of the Association until all Lots are sold.

**Section 3. Membership.** Officers of the Declarant will make all decisions for the subdivision until 100% of the Lots are sold. After all Lots are sold, every person or entity which is a record Owner of a fee simple or undivided interest in any Lot which is subject by the Covenants shall be a Member of the Association; provided that any such person or entity who holds such title or interest merely as security for the performance of an obligation shall not be a Member of the Association; membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

**Section 4. Voting Rights.** Before all Lots within the subdivision are sold, voting rights will be held solely by the officers of the Declarant. After all Lots have been sold, the Lot Owners within the Association shall have voting rights being one vote per Lot owned.

When more than one person holds an interest in any Lot, all such persons shall be Members; and the vote for such Lot shall be exercised as they among themselves determine. When one or more Co-Owners sign a proxy or purport to vote for his or her Co-Owners, such vote shall be counted unless one or more of other Co-Owners is present and objects to such vote, or if not present, submits a proxy or objects in writing delivered to the Secretary of the Association before the vote is counted. If Co-Owners disagree as to the vote, it shall be split equally among the Co-Owners.

#### **Section 5. Property Rights in the Common Properties.**

(A) **Member's Easement of Enjoyment.** Every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Lot.

(B) **Delegation of Use.** Any Member may delegate in accordance with the by-laws of the Association, his right of enjoyment to the Common Properties and facilities to the members of his family or contract purchasers who reside on the property.

(C) **Title to Common Properties.** Declarant hereby covenants for its officials, their successors and assigns that it will convey, bargain, and sell the Common Properties to the Association on or before the date the Declarant has acquired effective contracts for the sale of all the Lots as shown on the recorded maps of the subdivision subject to all restrictive covenants of record.

(D) **Extent of Member's Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

(1) The right of the Declarant and of the Association, in accordance with its by-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said Properties;

(2) The right of the Association to take such steps as are reasonably necessary to protect the above described Properties against foreclosures;

(3) The right of the Association, as provided in its by-laws, to suspend the enjoyment of rights of any Member for any period during which any assessments remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment;

(4) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties and/or facilities therein; and

(5) The right of the Association to give or sell all or any part of the Common Properties, including leasehold interest, to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determinations as to the purposes or as to the conditions thereof shall be effective unless such dedications, transfer, and determination as to purpose and conditions shall be authorized by the vote of two-thirds (2/3) of the vote at a duly called meeting and unless written notice of the proposed agreement action there under is sent to every Member at least twenty (20) days in advance of any action taken. A true copy of such resolution together with a certificate of the result of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the membership.

**Section 6. Covenants for Maintenance Assessments.**

(A) Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot shall, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of these covenants and to pay to the Association:

(1) Annual assessment or charges;

(2) Special Assessments for the purposes set forth in Section 6(D) of this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided, shall be a charge and continuing lien on the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. In the case of Co-Ownership of a Lot, all of such Co-Owners shall be jointly and severally liable for the entire amount of the assessment.

(B) Purpose of Assessments. The assessments by the Association shall be used exclusively for the Improvement, maintenance and operation of the Common Properties and the subdivision entrance, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereof, and for the cost of labor, equipment, materials, management and supervision thereof. The Special Assessments shall be used for purposes set for in this Article.

(C) Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$150.00 quarterly (every three (3) months) per Lot.

(1) 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 each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

(2) 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 fifteen percent (15%) by a vote of two-thirds (2/3) of each class of Members who are voting person or by proxy, at a meeting duly called for this purpose.

(3) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum, however, the Board of Directors

of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year at a lesser amount, but such action shall not constitute a waiver by the Association of its right to revert to the full assessment for the remaining year or years of the then current period fixed as provided in the preceding paragraph.

(D) Special Assessments for Improvements and Additions. In addition to the annual assessments authorized by Section C, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital Improvement upon the Common Properties, including the necessary Properties, provided that any such assessments shall have the assent of two-thirds (2/3) of the vote at a duly called meeting, written notice of which shall be sent twenty (20) days in advance and shall set forth the purpose of the meeting.

(E) Change in Basis and Maximum of Annual Assessments upon Merger or Consolidation. The limitations of Section C hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under the By-Laws of the Association.

(F) Notice and Quorum for any Action Authorized. The presence at the meeting of Members or of proxies entitled to cast thirty (30) percent of the total vote of the membership shall constitute a quorum. If the required quorum is not forthcoming at a meeting, another meeting may be called subject to the notice requirement set forth in Section D of this Article and presence at the meeting of Members or of proxies entitled to cast twenty (20) percent of the total vote of the membership shall constitute a quorum; but no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(G) Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Declarant to be the date of commencement. The first annual assessments shall be made for the balance of the calendar year and shall be payable on the first day of the month fixed for commencement. The assessments for any year after the first year shall be similarly payable commencing on the first day of January of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided in Section C, hereto, as the remaining number of months in the year bear to twelve (12). The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the Properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 6(D) hereof shall be fixed in the resolution authorizing such assessment.

(H) Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against all Lots for each assessment period and shall, at that time, prepare a roster of the Properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand, at any time furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(I) Effect of Non-Payment of Assessment. The Personal Obligation of the Owner, the Lien; Remedies of Association. If the assessment or any monthly installment(s) thereof are not paid on the date when due (being the dates specified in Section G hereof); then such assessment shall become delinquent and shall, together with interest thereon at the rate of eighteen percent (18%) per annum from the due date and cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all Improvements thereon, against which each assessment is made, in the hands of the then Owner, his heirs, devisees, personal

representatives and assigns. The personal obligation of the Owner at the time of the assessment to pay such assessment, however, shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

If the assessment or any monthly installment thereof is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fee, to be fixed by the court, together with the costs of the action.

(J) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments accruing after the conveyance from mortgage Owner to subsequent Owner.

(K) Exempt Property. The following property, individuals, partnerships or corporations, subject to this Declaration, shall be exempted from the assessment, charge and lien created herein:

- (1) The grantee in conveyances made for the purpose of granting utility easements;
- (2) All Common Properties as defined in Article I, hereof;
- (3) Any Properties exempted from taxation by the laws of the State of North Carolina, shall be so upon the terms and to the extent of such legal exemptions;
- (4) All Properties owned by Declarant; however, Declarant agrees to subsidize at its discretion the operation of the Association, in order to show good faith and to help assure the maintenance and operation of the Common Properties up to the amount the Association would have had to pay in assessments in accordance with these covenants if it were not exempted by this provision;
- (5) All Properties owned by builders or real estate agents under a statutory exemption from the Office of Interstate and Sales Registration who acquire such Lots for the purpose of engaging in the business of constructing residential buildings or for the purpose of re-sale of such Lots to persons or companies engaged in such business, for a period of two (2) years from the date of a sales contract.

## ARTICLE IV

### EXTERIOR MAINTENANCE

Section 1. Single Family Dwellings. The Association shall have no obligation or responsibility for any maintenance of Single Family Dwellings which includes driveways, walks, patios, decks, such being the sole responsibility of the Owner.

Section 2. Maintenance by Owner. In cases where maintenance or repair is required in this Declaration to be done or made by an Owner, and such maintenance or repair has not commenced within sixty (60) days, or if commenced, is not completed with a reasonable time thereafter, the Association may, and is hereby granted such right and easement, upon thirty (30) days written notice to such Owner, make or complete such maintenance or repairs, and the cost thereof shall be an additional assessment applicable only to such Lot and Owner, and shall be payable as determined by the Board of Directors of the Association.

Section 3. Common Areas. The Association may add walking trails and/or related Improvements. All other Common Areas (natural areas, islands, inside and outside rights-of-way, entry, entry buffer along Barlang Circle, and all tree plantings, and landscaping within rights-of-way of all streets) shall be maintained by the Association. If areas defined as full maintenance should fail to be maintained reasonably, the Town may at its discretion maintain or contract services and assess the Association reasonable charges for the work required.

Section 4. Yard Areas. The Association shall keep all lawns mowed and free of debris and may, at the election of the Association, prune and maintain shrubbery and trees within a yard. No shrubbery or trees may be planted without the prior written consent of the Declarant.

Section 5. Street Lighting. Declarant reserves the right to subject the above described property to a contract with Progress Energy for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Progress Energy by the Owner of each Lot within said property.

## ARTICLE V

### EASEMENTS

All of the Properties, including Lots and Common Areas, 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 their 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 Common Areas conveyed to it; subject further easement as are requisite for the convenient use and enjoyment of the Properties.

An easement is hereby established over the Common Areas and facilities 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 enforcement activities.

All Lots and Common Areas shall be subject to easements for the encroachment of initial Improvements constructed on adjacent Lots by the Declarant or anyone approved by the Declarant to the extent that such initial Improvements actually encroach including eaves, gutters and downspouts, fences, decks and walls.

The Owner of each Lot shall be required to provide a maintenance easement as required by the ordinances of the Town of Fuquay-Varina, which easement shall be adjacent to the side of the dwelling that has a Zero Lot Line (to serve adjoining dwelling, if applicable). Progress Energy or its successors shall be permitted to install and maintain underground electric utility cables within said maintenance easement.

Declarant reserves unto itself, its 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 actions reasonable to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Notice: 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 give, 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. It shall be the obligation of all Owners to immediately notify the Declarant in writing of any changes in address.

Section 2. Effect of Violation of Covenants: Any Lot Owner or combination of Lot Owners within the subdivision 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.

Section 3. Duration: 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 and provided Declarant has sold all Lots.

Section 4. Variances: The Declarant, in its discretion, may allow reasonable variances and / or adjustments to all restrictions contained in this Declaration in order to alleviate practical difficulties and hardship in their enforcement and operation.

No provision 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.

IN TESTIMONY WHEREOF, the DECLARANT set out in the preamble above have hereunto set their hands and seal to this Declaration on the day and year first above written.

**DECLARANT**

SBS Investments, Inc. (a North Carolina corporation)

By: Freddie L. Stancil  
Freddie L. Stancil, President

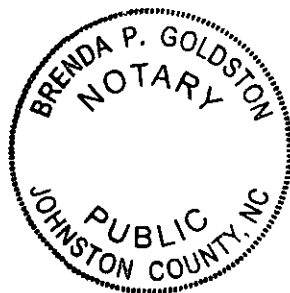
STATE OF NC  
COUNTY OF Johnston

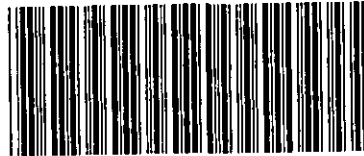
I, Brenda P. Goldston, a Notary Public in and for said County and State, do hereby certify that Freddie L. Stancil personally came before me this day and acknowledged that he is President of SBS Investments, Inc. (a North Carolina corporation), and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this the 29 day of October, 2010.

Brenda P. Goldston  
Notary Public

My Commission Expires: 11-22-11  
(NOTARY SEAL)





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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  
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