

# **Branston Homeowners Association**

## **- Proposed Covenant Amendments -**

In Section 2.05, lines 3 and 4, “and the space in the common parking areas, if any, in front of such driveway” has been deleted.

It will now read:

**Section 2.05 Parking Rights** If a Lot is improved with a garage and/or is served by a driveway for which an easement is provided under this Declaration, then each of the following areas shall constitute an assigned parking space for such Lot: the garage, and the driveway. Owners of Lots, members of their family, their guests or tenants shall not be permitted to park and vehicles on the streets of the Properties. Garage should be used for parking motor vehicles and should not be used as storage areas nor converted to other uses, such as conversion to living area. The Board may regulate all parking on the Common Areas including but not limited to the parking of boats, trailers, and other such items on the Common Areas. No boats and other water craft, trailers, campers, tractors, trucks other than pickup trucks rated at three-fourths (3/4) ton or less, and motor vehicles other than passenger motor vehicles for eight (8) or fewer passengers shall be regularly parked on the Properties designated by the Board. No inoperable motor vehicles shall be regularly stored on any Lot or on the streets of the Properties. The Board may from time to time adopt appropriate rules for the temporary parking of any of these items on the Properties.

Section 7.04 Proposed- amended with the following highlight to change from 2 pets to 5 pets and not to exceed 3 dogs in the total 5 pet count

**Section 7.04. Animals.** No animal, livestock or poultry of any kind shall be raised or kept on any Lot, except that no more than five (5) total pets – dogs(maximum of three (3) dogs count towards the 5 total pets), cats or other usual household pets may be kept and maintained thereon, provided that such pets shall not be a danger or menace to others, that they are not kept or maintained for any commercial purposes or in such a manner to be offensive, threatening or dangerous to the residents of the Properties and provided further that they are kept, maintained and controlled in compliance with: (i) all applicable laws, ordinances and regulations of the State of North Carolina, Wake County and Wake County, (ii) such rules and regulations as the Board of Directors may adopt from time to time, and (iii) the keeping of such animals does not increase the premiums for any insurance maintained by the Association or which will result in the cancellation of any such insurance. In the event of a dispute over whether an animal is a permitted household pet for purposes hereunder, the determination of the Declarant during the period of Class B Membership and thereafter by the Board of Directors shall be final. Puppies and kittens in excess of the numbers set forth above may be kept only until old enough to be safely separated from their mother. The Board of Directors shall have the absolute power to prohibit any particular pet from being kept on the Properties, including inside a residence, if the Board of Directors in its sole and absolute discretion determines the pet is threatening, menacing, dangerous, a nuisance, or otherwise has a negative impact on the Properties. Additionally, no kennel or dog run or similar structure shall be constructed or allowed to remain on any Lot.

Section 7.04b would be added to Covenants and Restrictions assuming it carries enough votes to pass

**Section 7.04B. Chickens (laying hens)**

Regarding laying hens, the following restrictions shall apply if approved:

with regard to laying hens, the following restrictions shall apply:

- a. A maximum of four (4) female chickens (hens) shall be allowed per Lot.
- b. One coop (no greater than 64 square feet), and one pen (no greater than 64 square feet) per Lot shall be required to house the chickens on a Lot. No more than one coop and one pen shall be allowed on any Lot. The coop and pen shall provide at minimum 8 square feet per hen.
- c. The coop, pen, and any other structure shall adhere to the Community Rules and Regulations for external structures must be approved by the Architectural Control Committee as required by this Declaration.
- d. The coop and pen shall be located so that it is entirely behind the rear line of the primary structure (ie: house) on the property, and is a minimum of 20 feet from the side and rear property lines.
- e. Hens may be kept only for non-commercial purposes. Eggs, chickens, or any byproduct thereof shall not be sold.
- f. Hens shall always be enclosed within a pen to prevent their elopement and to prevent rodents or predators from coming into contact with the hens. Hens shall be enclosed within a coop during non-daylight hours. No free-ranging is permitted.
- g. The landowner is solely responsible to ensure that standing water, liquid, or feces does not accumulate in the pen and that no drainage or runoff meets any property line, stream, drainage area, easement, pipe, well, dissipater, or any storm water or wastewater control mechanism.
- h. Refuse from the hens shall be removed weekly or more often if required by placing waste into plastic bags and thrown into the trash or through proper composting or repurposing as garden fertilizer.
- i. If composting is desired, the method and the structure used for composting bins must meet ACC requirements (outlined in section c)

Section 7.10 is amended with the following highlighted verbiage concerning lawn grass types.

**Section 7.10. Maintenance of Lots.** Each Owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any Lot. Each Owner shall further maintain the Lot with no grass grown over eight (8) inches in height and landscaping on his Lot in a clean and neat condition and shall keep his landscaping trimmed so as not to be unsightly and will remove any dead trees and undergrowth to present a pleasing appearance. To clarity, the only lawn types approved are Fescue, Bermuda, Centipede, Zoysia, or St. Augustine turf types. No Lot shall be used in whole or in part for storage of rubbish of any

character whatsoever nor for the storage of any property or thing which will cause any noise that will disturb the peace and quiet of the occupants of surrounding Lots. No trash, rubbish, stored materials, wrecked or inoperable vehicles, vehicles unlicensed for more than thirty (30) days, or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure; provided, however, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, or other debris for collection by governmental or other similar garage and trash removal units. In the event any Owner fails or refuses to comply with any of the foregoing, the Declarant or Association may demand the Owner promptly comply with the same by mailing a notice thereof to the Owner at his address, specified in his contract to purchase such Lot or by posting such notice on the Lot. If the Owner has not complied therewith within five(5) days thereafter, the Declarant or Association may enter and correct the same at Owner's expense, Each Owner, by acquiring a Lot subject to these restrictions, agrees to pay such cost promptly upon demand by Declarant or the Association, No such entry as provided herein shall be deemed a trespass.