

PRESENTED
FOR
RECORDATION

3452 DET 204

MAR 28 2 47 PM '85

NORTH CAROLINA :

WAKE COUNTY :

PROTECTIVE COVENANTS OF
BROOKFIELD SUBDIVISION

KENNETH G. SKINNER
REGISTER OF DEEDS
WAKE COUNTY, NC

KNOW ALL MEN BY THESE PRESENTS that F.M.R.K., INC., owner and developer, hereinafter (the "Declarant"), being the only person, firm or corporation owning or having any interest in those lands located near/in the Town of Apex, Wake County, North Carolina, and being all of those lots located in Brookfield Subdivision, as shown on map of same recorded in Book of Maps 1984, page 1840, Wake County Registry, does hereby agree and covenant with all persons, firms or corporations hereinafter acquiring lots in Brookfield Subdivision, Wake County, North Carolina, shown on that map recorded in Book of Maps 1984, page 1840, Wake County Registry, that said lots and every portion thereof are subject to the following restrictions as to the use thereof, running with said property by whomsoever owned, to wit:

1. No dwelling shall be erected or placed on any lot having a width of less than seventy-five (75) feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet; provided, however, that a dwelling may be erected on any lot as shown on that map recorded in Book of Maps 1984, page 1840, Wake County Registry, without regard to the width at said set-back line and without regard to area. The Owners of said lots may vary the lot lines except as otherwise provided herein, but may not reduce the size of these lots to less than the above specified width or area, and may not re-subdivide these lots in such a manner that the number of lots within the subdivision will be increased.

2. No building (including without limitation accessory buildings reasonably necessary to the use and enjoyment of the main residential building) shall be erected, placed or altered on any lot as shown on the recorded subdivision map until the building plans, specifications and plat showing the location of such buildings, have been approved in writing as to conformity and harmony of external design with existing

Prepared by:
Held for:

MANNING, FULTON
& SKINNER
ATTORNEYS AT LAW
RALEIGH, NORTH CAROLINA

structures in the development, and as to location of the building with respect to topography and finished ground elevation by the Declarant, its successors and assigns. In the event the Declarant 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 building or the making of such alterations has 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.

3. No lot shall be used except for single-family residential purposes. If more than three people reside on any lot and those in excess of three are not related to any of the three by blood, marriage or adoption, such residency shall not be deemed single-family residential use. Notwithstanding the foregoing provisions, Declarant reserves unto itself and its successors and assigns the right to use the subject lots for temporary construction and sales office locations and the building constructed thereon for temporary office, sales or model purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height, a private garage for not more than three (3) cars and accessory buildings reasonably necessary to the use and enjoyment of the main residential building.

4. The living area of the building, exclusive of open porches and garages, shall not be less than ONE THOUSAND TWO HUNDRED (1,200) square feet for a one-story (1) dwelling, nor less than ONE THOUSAND TWO HUNDRED (1,200) square feet for a dwelling of more than one (1) story. Deviations of ten (10%) percent or less from the square footage requirements contained herein may be waived by written instrument to that effect executed by the Declarant, its successors or assigns.

5. Except as otherwise expressly provided herein, no building shall be located on any lot nearer than THIRTY-FIVE (35) feet to the front lot line(s) nor nearer than ten (10) feet to interior lot lines, except that a side yard of not less than five (5) feet shall be required

for a garage or other permitted accessory building located seventy-five (75) feet or more from the front lot line. Notwithstanding any provision herein to the contrary the following setback provisions shall apply to Lots 1, 6, 7, 8, 18, 19 and 20 as shown upon the subject map recorded in Book of Maps 1984, Page 1840, Wake County Registry: No building shall be located on any of said lots nearer than forty (40) feet to the front lot line(s), nor nearer than fifteen (15) feet to interior lot lines, and the latter provision shall apply to the primary building and garages or other permitted accessory buildings 75 feet or more from the front lot line. No building shall be located nearer than twenty-five (25) feet to its rear lot line. For the purposes of this covenant, patios, eaves, steps, chimneys and open porches shall not be considered as part of any building, but this provision shall not be construed to permit any portion of a building on a lot to encroach onto another lot. Deviations of ten (10%) percent or less from the building line restrictions contained herein may be waived by written instrument to that effect, executed by the Declarant, its successors or assigns.

6. Adequate off-street parking shall be provided by the owner of each lot for the parking of automobiles owned by said owner and no more than one automobile per lot may be regularly parked upon the streets of the subdivision. The parking of trucks, campers, mobile homes, buses, boats and similar vehicles upon the streets of the subdivision is not permitted.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map and over the rear ten (10) feet of each lot and over an area five (5) feet in width along each side lot line. In addition to the aforesaid easements a triangular portion of the northwest corner of Lot 30 (Book of Maps 1984, Page 1840) is subject to an easement for the installation and maintenance of utilities and drainage facilities, said easement area being described as follows:

Beginning in the northwesternmost corner of Lot 30, runs along the north line of Lot 30 North 80° 20' 47" East 12 feet, runs thence in a southwesterly direction a distance of approximately 20' feet to a point in the east right-of-way line of Fallen Oak Drive, runs thence along the east line of Fallen Oak Drive North 1° 40' 43" East 12 feet to the point and place of beginning.

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

8. The owner and developer reserves the right to subject the real property affected by these restrictions to a contract with Carolina Power and Light Company or the municipality for the installation of underground electrical 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 Carolina Power and Light Company or the municipality by the owner of each building.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

11. No sign of any kind shall be displayed to public view on any lot or building; provided, however, that the following signs shall be permitted: (1) one sign identifying the property address; (2) one sign not exceeding six square feet advertising the property for sale or rent, (3) signs used by a builder to advertise the property for sale during construction and during the period thereafter when the property is offered for sale, (4) temporary signs erected by the Declarant to advertise the location of model homes within the subdivision and permanent signs erected by the Declarant to identify and distinguish the subdivision entrance, and (5) temporary signs publicizing or endorsing candidates for public office or support for a particular position

on matters at issue in an upcoming local, state or national election, so long as such signs shall be posted no earlier than ninety (90) days before the election and removed within seven (7) days after the election, and so long as such signs do not obstruct the view of automotive and pedestrian traffic in the subdivision.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on the subject lots, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and further provided that they do not constitute a nuisance or annoyance to the neighborhood.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and such matter shall not be kept except in sanitary containers. All containers for the storage or disposal of such materials shall be kept in a clean and sanitary condition and located or housed so that they are not visible from the street fronting the respective lot and from the adjacent lots.

14. Each owner shall keep his lot, whether or not he has built on said lot, free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a neat and orderly appearance.

15. No structures, mail/newspaper boxes, mass plantings, gardens, fences or other improvements shall be permitted in the front yard of any lot until a drawing showing the location and design of the improvements has been approved in writing by the Declarant, its successors and assigns, as to conformity and harmony of design with existing structures and landscaping in the subdivision. In the event the Declarant, its successors or assigns, fails to approve or disapprove of the drawing within thirty (30) days after the drawing has been submitted to the Declarant, the drawing shall be deemed approved. The front yard as used herein shall be defined as that portion of the lot between the line of the front of the building (extended from side lot line to side lot line), and the street upon which the subject building fronts. For purposes of this covenant, eaves, steps, chimneys and open porches shall not be considered as part of the house.

16. No antenna or other device for the reception or transmission of radio, television, telephone or other electronic impulses shall be constructed or located on or about the building or lot except for a single television antenna to be located on the roof of the building solely for the reception of VHF and UHF television transmissions. Deviations from this covenant may be waived by written instrument to that effect executed by Declarant, its successors or assigns.

17. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty-five (35) years from the date of recordation, after which time said covenants shall be automatically extended for one (1) additional period of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to cancel or modify said covenants in whole or in part. At the end of the said additional ten (10) year period, these covenants shall automatically expire.

18. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

19. Subsequent to the sale by Declarant of all of the lots within Brookfield Subdivision, Declarant's approval functions set forth herein may be assumed by a successor Architectural Committee, composed of three property owners in Brookfield Subdivision, which committee shall, by majority action, perform the aforesaid approval functions. Members of the Architectural Committee shall be selected by and serve at the pleasure of the majority of the property owners within Brookfield Subdivision, with each lot being accorded one vote.

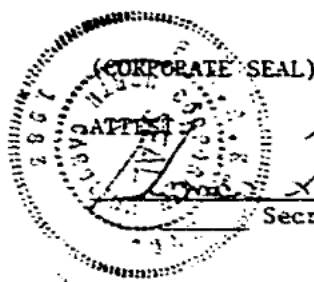
20. Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, F.M.R.K., INC., has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 28th day of March, 1985.

REC- 3452 FILE 219

F.M.R.K., INC.

By: John C. Moniz
Vice President



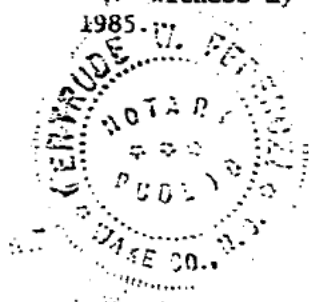
Secretary

STATE OF NORTH CAROLINA :

COUNTY OF WAKE :

I, Gertrude W. Ferenczi, a Notary Public, certify that Thomas S. Fennell personally appeared before me this day and acknowledged that he is Secretary of F.M.R.K., INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, attested by him self as its Secretary, and sealed with its common corporate seal.

Witness my hand and Notarial Stamp/Seal this 28 day of March, 1985.



Gertrude W. Ferenczi
Notary Public

My Commission expires: 12-27-86

NORTH CAROLINA — WAKE COUNTY

The foregoing certificate of Gertrude W. Ferenczi

Notar(y)(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

KENNETH C. WILKINS, Register of Deeds

By P. Anne Redd
Asst./Deputy Register of Deeds