

**Prepared by and return to:** Hamrick & Galanis, PLLC  
7048 Knightdale Boulevard, Suite 200  
Knightdale, North Carolina 27545

NORTH CAROLINA  
FRANKLIN COUNTY

**RESTRICTIVE COVENANTS  
BRANTLEY RIDGE SUBDIVISION**

***THIS DECLARATION*** is made and executed this 21st day of October, 2022, by  
***Brantley Ridge, LLC.***

**WITNESSETH:**

***THAT, WHEREAS, Brantley Ridge, LLC*** (hereinafter referred to as the  
“Declarant”), is the owner and developer of the lands hereinafter described, and desires to  
declare and place the restrictions hereinafter described upon the development, improvement,  
and use thereof.

***NOW, THEREFORE,*** the Declarant, for itself, its successors and assigns, does  
hereby covenant and agree with all persons, firms, and limited liability companies who or  
which may acquire any interest in or title to any of the Property hereinafter described, as an  
inducement thereto, that the Property and each and every Lot described below are hereby  
made subject to the following Restrictive Covenants as to the development, improvement,  
and use thereof, howsoever owned. The real property to which these Restrictive Covenants  
shall be applicable is described as follows:

**BEING all of Lots 1-37 inclusive, Brantley Ridge Subdivision, as shown on a  
map recorded in Book of Maps 2022, Page 397-399 inclusive, Franklin County  
Registry.**

## ARTICLE I

**Real Property.** The real property hereinabove described is subject to the protective covenants and restrictions hereby declared to ensure the best use and the most appropriate development and improvement of each Lot thereof; to protect the Owners of Lots against such improper use of surrounding Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said Property; to guard against the erection thereon of poorly designed or unproportioned structures; to ensure the highest and best development of the Property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvement on said Property, thereby to enhance the values of investments made by purchasers of Lots therein.

## ARTICLE II

**Section 1.** “Association” shall mean and refer to *Brantley Ridge Subdivision Homeowners Association, Inc.*, its successors, and assigns.

**Section 2.** “Owner” shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, and also those who have an interest merely as security for the performance of an obligation.

**Section 3.** “Property” 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.** “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property.

**Section 5.** “Common Open Space” shall consist of those areas designated on recorded plats of Brantley Ridge Subdivision as such, including, but not limited to, the streets, sign easements, sight triangles, and access easements. The Association is responsible for continuous maintenance within the sign easements, the access easements, and the landscape easements. Utility easement maintenance shall be the responsibility of the Owners. The Declarant will convey all Common Open Space shown on the various plats of the subdivision to the Association. For the purpose of this Agreement, Common Open Space shall also be interpreted to include the streets located in Brantley Ridge Subdivision as shown on the recorded map.

**Section 6.** “Declarant” shall mean and refer to Brantley Ridge, LLC, its successors, and assigns, if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

**Section 7.** “Common Expense” shall mean and include:

- (A) Any expense associated with the maintenance of the common areas or private roadway(s) within the Property; and
- (B) Any other expenses agreed upon by the Members to be common expenses of the Association.

### ARTICLE III

**Section 1.** Every Owner of a Lot which is subject to assessment shall 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.

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

**Class A.** Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Fractional voting with respect to a Lot is hereby prohibited.

**Class B.** The Declarant shall be a Class B member and shall be entitled to Ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total vote outstanding in the Class A membership equals the total vote outstanding in the Class B membership; or,
- (b) on December 31, 2027; or,
- (c) upon the surrender of all Class B membership by the holder thereof or cancellation by the Association.

#### ARTICLE IV

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for Lots 1-18 and 34-37 inclusive as shown on said map, hereby covenants, and each Owner of said Lots, by acceptance of a deed therefor, 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 and Charges.** Annual Assessments and Charges shall be limited to \$400.00 each year. The Association may, by a majority vote of the Owners, increase the Annual Assessments every Three (3) years, but each increase shall not exceed Five (5%) percent of the prior year's assessment amount; and,
- (B) **Special Assessments.** Special Assessments for capital improvements shall be established and collected as hereinafter provided. An annual Special Assessment as determined by the Board of Directors, 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 such 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 not pass to successors in title unless expressly assumed by them. Late fees for non-payment of dues shall be \$15.00 or 5% of the monthly assessment due, whichever shall be higher. All assessments relating to Common Open Space shall be shared equally by the Owner(s) of each Lot.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used to provide for the maintenance and repair of the Common Open Space.

#### ARTICLE V

**Architectural Committee.** An Architectural Committee shall be composed of one (1) person, or such person, firm, or corporation to whom the Declarant has expressly assigned this right. The initial Architectural Committee shall be comprised of Brantley Ridge, LLC. When the property hereinabove described has been subdivided and developed into a subdivision and when all lots in said subdivision have been sold to owners who are occupying the residence constructed on said lot, the initial Architectural Committee shall dissolve and the original member of said initial Committee will have no further duties or responsibilities as a member of the Architectural Committee. Once the initial Architectural Committee is dissolved, the owners of the lots in the subdivision shall, by a majority vote, form a permanent Architectural Committee, to be comprised

of three (3) homeowners, all of whom must reside in residences constructed on the property hereinabove described. The permanent Architectural Committee shall be granted the rights and responsibilities given to the initial Architectural Committee. The restrictions on any lot in the subdivision may be removed or waived only by the written consent, duly acknowledged, and recorded, of the Declarant or its successors and the Architectural Committee.

#### ARTICLE VI

**Land Use and Building Type.** Except as provided herein, no Lot shall be used except for single-family residential purposes. No building or structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height, a private garage, and one (1) or more accessory buildings or structures for storage or other appropriate residential uses. Each detached single-family dwelling must have a two (2)-or-more-vehicle garage, either attached or detached, unless otherwise approved by the Architectural Committee.

#### ARTICLE VII

**Fences.** Fencing must be constructed of any fence material that is neat and presentable in appearance. In no event will a fence of any type be permitted in front yards. All fences must be in the rear of the structure and be approved by the Architectural Committee.

#### ARTICLE VIII

**Building Design.** No building (including an accessory building, structure, or garage) shall be erected, placed, or altered on any Lot in said development until the building plans, specifications, and plat showing the location of every such building have been approved by the Architectural Committee, including, without limitation, proposed exterior materials and colors. Brick and block foundations, or a slab with a brick exterior, shall be required, unless otherwise approved by the Architectural Committee. Manufactured or modular housing is prohibited on all Lots. All single-family residences shall be “stick built” on site, except that panelized walls, roof trusses, and pre-engineered floor joists are permissible.

#### ARTICLE IX

**Dwelling Size.** The heated living area of the main residential structure, exclusive of porches, garages, and basements, shall not be less than one thousand seven hundred (1,700) square feet, unless otherwise approved by the Architectural Committee. No more than one (1) dwelling shall be built on any Lot or building site.

#### ARTICLE X

**Building Location.** All building locations must have Architectural Committee approval and must meet minimum Franklin County setback requirements. Detached accessory buildings and detached garages must have their location approved by the Architectural Committee. Nothing herein shall mean that the Architectural Committee cannot withhold its approval of the location of a building, regardless of the fact that such building meets minimum Franklin County setback requirements.

## ARTICLE XI

- **Public and Private Roadway(s) within the Property.** All Lots are subject to a 50-foot-wide private road (hereinafter “roadway(s)”) known as “Misty Mountain Lane,” “Moonraker Drive,” “Sunrise Court,” and as “Morning Dew Way” as is shown on plat recorded in Book of Maps 2022, Page 397-399 inclusive, Franklin County Registry. During the Declarant’s development period (hereinafter “Declarant Development Period”), the Declarant, and thereafter the Association, shall have the right to dedicate any portion of the private roadway(s) within the Property to the State of North Carolina or any political subdivision thereof for the purpose of granting public access thereto and over said roadway(s) and for the purpose of having said political subdivision assume responsibility therefor and maintenance thereof. Furthermore, during the Declarant Development Period, the Declarant, and thereafter the Association, shall have the right to impose upon the Association the requirement of maintaining any such dedicated private roadway(s) until such time as the roadway(s) are brought up to standards acceptable to such public body and maintenance thereof is assumed by said public body. The Board of Directors may levy a Special Assessment against all Owners, without the necessity of a vote, in an amount sufficient to provide funds required to bring the roadway(s) up to standards acceptable to any public body for the assumption by it of maintenance of said roadway(s). Public and service vehicles, including but not limited to, police, fire, water, health, and other authorized municipal officials, employees, and their vehicles; paramedic, rescue, and other emergency personnel and their vehicles; and private delivery or courier service personnel and their vehicles and equipment, will each have a perpetual, non-exclusive easement for access, ingress, and egress over the private roadway(s), solely for the performance of their official duties.

## ARTICLE XII

**Temporary Structures and Satellite Dishes.** It shall be permissible to have more than one (1) accessory building or detached garage, so long as the accessory building(s) or detached garage(s) are not temporary in nature, which includes, but is not limited to, trailers, any structure with an axle, or any building not on or permanently affixed to a permanent foundation. Any satellite dishes and/or communication towers must be approved as to size and location, by the Architectural Committee.

## ARTICLE XIII

**Trucks, Boats, and Trailers.** No unlicensed vehicles or trailers shall be parked or kept on any street. Street parking is prohibited in said subdivision. It shall not be permissible for tractor-trailers or tractor-cabs to be parked in the subdivision at any time. Any recreation vehicles of any kind, including but not limited to boats, four-wheels, ATVs, and trailers, shall be parked on a concrete or gravel pad behind the rear corner of the main living structure.

#### ARTICLE XIV

**Animals.** No animals of any kind, other than household pets, which may include dogs, cats, and birds, shall be kept, or maintained on any part of the subdivision, unless approved by the Architectural Committee. No animals may be kept or raised on the subdivision for commercial purposes. All animals kept outside must be kept within a fence. All Lot owners must abide by all Franklin County Leash and Animal Control Laws.

#### ARTICLE XV

**Street Lighting.** The Declarant reserves the right to subject the real property in this subdivision to a contract with Duke Energy for the installation, maintenance, and continued use of streetlights which requires a continuing monthly payment to Duke Energy by all Lots, pro rata.

#### ARTICLE XVI

**Term.** 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 on which the Declaration is filed for registration in the office of the Register of Deeds for Franklin County. After said period, these covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument is signed by a majority of the Owners of the Lots and is recorded agreeing to change said covenants in whole or in part, provided, however, that any such instrument must be recorded within a six (6)-month period preceding the end of the twenty-five (25)-year period or a ten (10)-year extension period. These covenants can be amended by a vote of Sixty-Seven (67%) of the property owners at any time after the property owners have taken control of the HOA.

#### ARTICLE XVII

**Enforcement.** Enforcement shall be the responsibility of the Owners, but the Declarant shall also have the right, but not the obligation, to bring enforcement proceedings.

#### ARTICLE XVIII

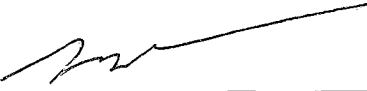
**Severability.** Invalidation of any one (1) of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force

and effect, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.



*IN WITNESS WHEREOF*, the Declarant, **Brantley Ridge, LLC**, has hereunto set its hand and seal the day and year first above written.

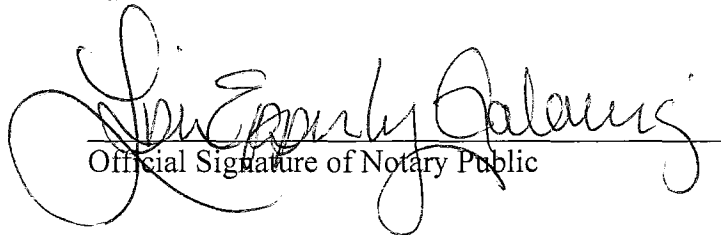
**Brantley Ridge, LLC,**  
a North Carolina limited liability company

By:  (SEAL)  
**Robert H. Cameron, President**

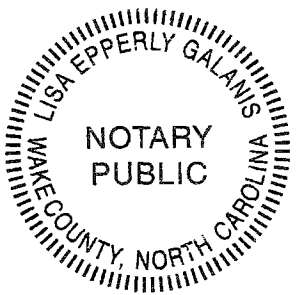
STATE OF NORTH CAROLINA  
COUNTY OF FRANKLIN

I, Lisa Epperly Galanis, a Notary Public of the County of Wake and State aforesaid, certify that **Robert H. Cameron** personally came before me this day and acknowledged that he is President of **Brantley Ridge, LLC**, a North Carolina limited liability company, and that he as President, being authorized to do so, executed the foregoing Restrictive Covenants on behalf of the limited liability company.

Witness my hand and official seal, this the 21<sup>st</sup> day of October, 2022.

  
Official Signature of Notary Public

(OFFICIAL STAMP-SEAL)



Lisa Epperly Galanis  
Notary's printed or typed name

My Commission Expires: 01/28/2023