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NORTH CAROLINA

PITT COUNTY

DECLARATION OF RESTRICTIVE COVENANTS
BROOK VALLEY WEST, SECTION 1

KNOW ALL MEN BY THESE PRESENTS, that BROOK VALLEY REALTY CO., INC., a North Carolina corporation (the "Declarant"), does hereby declare, covenant and agree to and with all other persons, firms and corporations now owning, or hereafter acquiring as owner, any lot or parcel of land in the area designated as Brook Valley West, Section 1, which is located in Greenville Township, Pitt County, North Carolina, and being specifically described as follows:

BEING all of Lot Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 of Brook Valley West, Section 1, as shown on plat prepared by Stroud Engineering, P.A., dated May 20, 1994, and recorded in Map Book 43, at Page 67, of the Pitt County Registry, reference to which is directed for a more complete and accurate description.

The above-described real property is subject to the following covenants and restrictions as to the use thereof running with the land by whomsoever owned, to-wit:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until, May 8, 2010, at which time said covenants shall be automatically extended for successive period of ten (10) years unless, by vote by a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. 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 any other persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate

any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one 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.

1. This property shall be known, described and restricted to residential purposes only, and no structures shall be erected, placed or permitted to remain on said property other than one single-family dwelling (which may include an attached garage or carport for not more than two cars) and one non-detached outbuilding to be constructed incidental to the residential use of the property.

2. The area of any dwelling constructed on any lot on the property, exclusive of one story open porches and garages, shall not be less than one thousand six hundred (1,600) square feet.

3. No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, and no condition shall be permitted or allowed to exist on the property which is or may become an annoyance or nuisance to the neighborhood.

4. No mailbox or other mail receptacle may be erected or replaced on the lot or within the unpaved street right-of-way adjacent to any lot except as approved and selected by the Declarant. Procedures for approval shall be the same as contained in paragraph 14 of this Declaration.

5. No structure of a temporary nature including, but not limited to, a trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently; and no trailer, mobile home, tent, shack, barn or other outbuilding shall be permitted to exist on the property as a residence.

6. No sign of any kind shall be displayed to the public view on this property except one sign of not more than eight (8)

square feet advertising the property for sale, or signs used by a builder, declarant, realtor, or owner to advertise the property during construction and when for sale.

7. No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept on any portion of the property, except that domesticated dogs, including hunting dogs, and cats and small non-offensive and harmless household pets may be kept by the owner of the property, provided that pets are not kept or used for breeding or maintained for any commercial purpose; and it is further provided that it is the intent of this covenant to allow owners of lots on the property to keep pets, within reason, but that there will not be allowed on the property an unreasonable number of such animals. For example, no owner of any lot within the property will be allowed to keep an unreasonable number of hunting dogs or other animals in kennels on the property.

8. No barbershop, beauty parlor, shop, or any commercial or business activity shall be permitted or shall suffer to remain on the property; and no activity shall be carried on which, under the ordinances of Pitt County, North Carolina, are identified as "cottage industries". No trade materials or inventories may be stored upon the premises, and no business or commercial venture shall be directed or carried on at the property.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

10. No trucks or tractors may be regularly stored or parked upon the property. This provision shall not, however, be interpreted to prohibit the owner of a pick-up truck, up to 3/4 ton in size, to park such truck on the property if it is used by such owner for his personal conveyance. Further, the owner of any portion of the property may park thereon a lawn tractor to be used for the upkeep of the property.

11. All individual purchasers, from and after the date

of the recording of this Declaration, shall be required to keep their respective portion of the property free and clear of weeds, rubbish, trash, debris and other matter.

12. No residence shall be built on any lot within the property on a concrete slab unless approved by the Declarant. Procedures for approval shall be the same as contained in paragraph 14 of this Declaration.

13. No fence shall be constructed, built or erected on any lot on the property, except for a chain link fence, a split-rail fence or privacy fence constructed of salt-treated lumber or redwood; and any such chain link fence, split-rail fence or privacy fence shall be constructed, built or erected at least one foot from the property lines of such lot, after having obtained written approval for same from Declarant or its designee. It is further provided that no fence or any kind shall be constructed on any lots on the property in the front yard of such lot, said front yard being defined as that particular area of the yard located between the formal entrance of the residence and the street.

14. In order to maintain a uniform and pleasant appearance of the subdivision, each garage shall have a garage door which shall be kept closed at all times except when used for ingress and egress of a vehicle.

15. No construction [which term shall include within its definition clearing, excavating, grading, or other sight work] or any dwelling, building, structure, or out-building of any kind or nature shall be constructed, erected, placed, or altered on any lot on the property until the construction plans, specifications, and plan showing the location of such structure have been approved in writing by the Declarant or its designee.

The Declarant shall have the absolute and exclusive right to disapprove any plans, specifications, or details submitted to it in the event the same are not in accordance with any of the provisions of these Restrictions; if the design, color scheme, or location and manner of placement upon the Lot or Lots of the proposed improvements are not in harmony with the general

surroundings or adjacent structures; if the plans or specifications submitted are incomplete; or in the event the Declarant deems the plans, specifications or detail, or any part thereof, to be contrary to the best interests, welfare or rights of all or any part of the real property subject to this Declaration or the owners thereof.

The Declarant shall approve or disapprove plans, specifications, and details submitted in accordance with its procedures within thirty (30) days from the receipt thereof and the decisions of the Declarant shall be final and not subject to appeal or review. Provided, however, that plans, specifications, and details revised in accordance with Declarant recommendations may be resubmitted for determination by the Declarant. In the event that Declarant fails to approve or disapprove plans, specifications and details within thirty (30) days after submission of the same to the Declarant, approval, for the purposes of this Article, shall be deemed to have been given by the Declarant.

The Declarant, or its agent, shall have the right to inspect all construction to ensure that it is performed in strict accordance with the approved plans, specifications, and details. Upon completion of the construction in accordance with the approved plans, specifications, and details, the Declarant shall issue a certificate of completion to the owner.

Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his residence or permitted pertinent structures, or to paint the interior of the same any color desired.

Neither Declarant or any architectural agent thereof, shall be responsible in any way for any defects in plans, specifications, or details submitted, revised or approved in accordance with the provisions contained herein or in the guidelines, nor for any structural or other defect in any construction.

The requirements of this Article shall not constitute a lien or encumbrance on any Lot on which construction

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is completed, and any subsequent purchaser thereof for value without notice thereof is in no way affected by the failure of his predecessors in title to comply with the terms hereof. The requirements of this Article shall not apply to the Declarant with regard to original erection or construction of a dwelling or other improvements on a Lot.

16. No family dwelling shall be located nearer to the front lot line than the minimum building setback lines as shown on the recorded map. No family dwelling shall be located nearer than ten (10) feet to any side lot or back lot line. No outbuilding may be located within one hundred (100) feet from the front lot line and shall not be located nearer than ten (10) feet to any side or back lot line.

17. For the purposes of providing for access from the property to any adjacent or surrounding lands, the Declarant hereby retains the right to utilize any portion of the property owned entirely or in part by the Declarant for the installation of roads, drives or other necessary means of access to such adjacent or surrounding lands, and the installation of such means of access by the Declarant over any lot presently located within the property as shown by any recorded map shall not constitute a violation of these restrictive covenants. The rights reserved in this paragraph are assignable by the Declarant.

18. No outside radio or television satellite dish or comparable communication device shall be erected on any residential lot within the subdivision. No transmitting tower or antenna shall be placed, used, or erected on any lot within the property, either temporarily or permanently, and same shall not be permitted to exist on the property.

19. Conservation Easements:

A. A conservation easement shall exist on all property of Brook Valley West Subdivision which abuts the Norfolk Southern Railroad property to the north, and shall extend into the subdivision lot or lots so abutting the railroad right-of-way for

a distance of ten (10) feet and run the full length of said right-of-way (except where the street right-of-way abuts the railroad right-of-way at which location no conservation easement shall exist upon the properties of the subdivision). The Restrictive Covenants of subsequent sections of Brook Valley West Subdivision may refer to this Conservation Easement and such sections may be included and participate in this easement, its benefits, and restrictions as though originally included herein. Declarant may, but is not required to, build a berm which may extend onto the railroad right-of-way if appropriate approvals of the Norfolk Southern Railroad are granted. Declarant may, but is not required to, plant trees, shrubs, or other vegetation for the purpose of screening the subdivision from the railroad. In the event a berm is completed with appropriate vegetation as herein set forth, a conservation easement for the purpose of maintaining the berm and vegetation is granted to all of the lot owners of this subdivision. The area within the easement, including the berm, shall remain in its natural state at, and after, such time as the berm is erected and planted and shall not be altered or removed or changed in any fashion without the consent of at least seventy-five percent of the lot owners. No structure or building of any type shall be placed or permitted to remain within the easement area nor shall such area be used for any purpose, including the temporary parking of any vehicles (except for maintenance vehicles used in the maintenance and upkeep of the easement area), other than to maintain the berm and vegetation thereon as an appropriate noise and aesthetic screen between the subdivision and the railroad.

B. An additional conservation easement may be created for the purpose of constructing and maintaining a subdivision sign or signs. This conservation easement, if created, will be created and reserved by and through the deed of conveyance to such lot or lots on which sign or signs are to be constructed. This easement is for the purpose of constructing and maintaining the subdivision sign or signs and plantings in good repair and in an aesthetically pleasing manner. No structure other than the sign

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or signs shall be placed or permitted to remain within the easement area nor shall such area be used for any purpose, including the temporary parking of any vehicles (except for maintenance vehicles used in the maintenance and upkeep of the easement area), other than to maintain the sign or signs and vegetation thereon.

C. In order to maintain the conservation easements in an appropriate manner the lot owners may meet from time to time as needed and may assess each individual lot owner for the normal and usual upkeep of the conservation easement area; however, such assessment shall not exceed the sum of fifty dollars (\$50) per lot owner for any given year, and adjusted by not more than five percent for each year after the date of this declaration. Such assessment shall be made against each owner of a lot within the subdivision and shall not constitute a lien on any lot. Assessments may only be levied by a vote of at least sixty percent of the lot owners present, in person or by proxy, at a meeting called for the purpose of such assessment. The principles, rules, and regulations as set forth in Chapter 47C of the General Statutes of North Carolina shall govern assessments, notwithstanding the fact that this subdivision is not a condominium regulated by said law.

These conservation easements shall exist for a period of two (2) years from the date of this declaration for the purpose of allowing Declarant time to obtain necessary approvals from the Norfolk Southern Railroad, and to build the berm and plant the vegetation and to allow for the erection of the subdivision sign or signs. In the event no approvals are granted by the railroad and/or the Declarant elects, in its sole discretion, not to build the berm or plant the vegetation or construct the subdivision sign or signs these conservation easements shall be void and no longer encumber the land. In the event, however, that the improvements are started within the two year period these conservation easements shall be and remain a permanent encumbrance, easement, and restriction upon the land and in favor of the lot owners as herein set forth.

20. Any portion of the property dedicated to and accepted by a local public authority shall be exempt from the declarations contained herein.

21. The invalidation of any one of these covenants by judgment, court order, or otherwise shall in no way affect any of the other provisions of this Declaration; and the remaining provisions of this Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, BROOK VALLEY REALTY CO., 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, all as of the 22 day of JUNE, 1994.

BROOK VALLEY REALTY CO., INC.

By: [Signature]
President

ATTEST:
[Signature]
Secretary
(Corporate Seal)

NORTH CAROLINA

PITT COUNTY

I, Michael P. Ivey, a Notary Public for said County and State, certify that Jimmy Humphrey personally appeared before me this day and acknowledged that he/~~she~~ is Secretary of BROOK VALLEY REALTY CO., 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 President, sealed with its corporate seal and attested by him/~~her~~ as its Secretary.

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WITNESS my hand and official stamp or seal, this the 23rd day of June, 1994.

(Seal or Stamp)

Michael P. Juey
Notary Public

My commission expires: 4-19-99



NORTH CAROLINA: Pitt County
The foregoing certificate(s) of Michael P. Juey

Notary(ies) Public is (are) certified to be correct. Filed for registration at 9:54 o'clock A.M. this 24 day of June 1994

ANNIE G. HOLDER, Register of Deeds
By Annie G. Holder
Assistant/Deputy Register of Deeds

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