

STATE OF NORTH CAROLINA
COUNTY OF PITT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 16 day of March, 1993, by Bill Clark Construction Co., Inc. of Pitt County, North Carolina, hereinafter referred to as "Declarant";

W I T N E S S E T H:

Whereas, Declarant is the owner of certain property (hereinafter the "property") lying and being situate in Pitt County, North Carolina and being all of Brookridge, which is more particularly identified as being shown on the map of Stroud Engineering, P.A. dated October 13, 1992 and recorded in Map Book 41, page 117 of the Pitt County Registry,

And whereas said area has been duly designated and zoned by the City of Greenville as a Residential Cluster Development, and pursuant to Section 9-4-202 of the Zoning Regulations of the City of Greenville certain common open space has been created to be governed by these covenants,

Whereas, Developer proposes to sell and convey certain lots shown on the aforesaid map to be used for residential purposes and to develop said lots, and may develop any additional property that is described in that deed of record in Book 369 at page 439 of the Pitt County Registry into a well planned community; and,

Whereas, Developer, prior to selling and conveying the aforesaid residential lots, desires to impose upon such lots certain mutual and beneficial restrictions, covenants and conditions and charges (hereinafter collectively referred to as "Restrictions") for the benefit of all of the residential lots in the subdivision in order to promote the best interests and protect the investments of Developer and Owners,

NOW, THEREFORE, in order to comply with said zoning ordinances Declarant hereby declares that all of the property herein and any additional property as may be subsequent amendment be added to and subjected to this Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the property and shall be binding on all parties having any right, title or interest in the property or any part thereof, their

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See Instrument recorded in Book 1855 Page 158
See Instrument recorded in Book 657 Page 341
See Instrument recorded in Book 657 Page 75
See Instrument recorded in Book 22 Page 219
See Instrument recorded in Book 432 Page 353

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heirs, successors and assigns, and shall inure to the benefit of each such party, to wit:

1. These covenants shall run with the land and shall be binding on all parties and persons claiming under them unless by vote of the then owners of the lots located within said lands, it is agreed to change said covenants in whole or in part as set forth herein.

2. 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.

3. 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.

4. Only a single family residence that has at least 1,200 square feet of enclosed heated living floor area may be erected, placed or permitted to remain on a lot.

5. The property herein described shall be used for residential purposes only and no business or commercial enterprise may be carried on upon the premises. This restriction, however, shall not prevent any support activities in conjunction with Residential Cluster Developments such as management offices, maintenance areas, swimming pool, snack areas, central meeting room areas and other such functions normally associated with residential cluster developments.

6. If the parties claiming hereunder or any of their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein except as hereinafter provided it shall be lawful for any other person or persons owning any real property situated in said development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages or other dues for such violation except the Declarant is specifically excluded from any liability for damages, provided however.

7. Nothing herein contained shall be construed as imposing any covenants or restrictions on any property of the Declarant of this subdivision other than those properties to which these restrictive covenants specifically apply.

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8. Drainage and utility easements are reserved on said lots as shown on the recorded plat aforementioned.

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. 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

11. Each lot owner shall be a member of the association and shall remain a member until he ceases to be a lot owner. The interest of a member in the association or its assets cannot be transferred or encumbered except as an appurtenance of his lot.

12. Each owner of a lot shall be entitled to one vote for each such lot owned.

13. Brookridge Home Owners Association, Inc. will be conveyed the common area as shown on the map recorded in Map Book 41 at page 117; and such other common area as from time to time Bill Clark Construction Co., Inc. elects to convey to the Association that is a portion of the land described in that certain deed of record in Book 369 at page 439.

14. Brookridge Home Owners Association, Inc. in order to comply with Section 9-4-202 of the Zoning ordinance of City of Greenville shall have the authority to levy assessment for liability insurance, local taxes, maintenance of roads, recreational and other common facilities and such other matters as it deems appropriate. Specifically it shall provide for yard maintenance for all of the common area and shall have the authority, but not the obligation to provide for yard maintenance for such portion of the noncommon area that can be entered without the necessity of opening an enclosure, and to that extent an easement of ingress and egress is granted to such portions of the non-common area as is needed or appropriate to maintain the vegetation, either in the common or noncommon areas, as directed by the Brookridge Home Owners Association, Inc. Assessments shall be prorated among the owners in the same ratio as the number of votes such owner has to the total votes by the Board of Directors of the Association. Provided that assessments for each lot owned by Declarant shall be at the rate of 25% of the assessments attributable to lots which have been conveyed to third parties.

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15. The covenants and restrictions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or part during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners provided, that no amendment shall alter any obligation to pay assessments to benefit the Common Use Areas, as herein provided, affect any lien for the payment of same or alter any rights reserved by Developer. To be effective any amendment must be recorded in the Office of the Register of Deeds of Pitt County, North Carolina and a marginal entry of same must be signified on the face of this document.

16. 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.

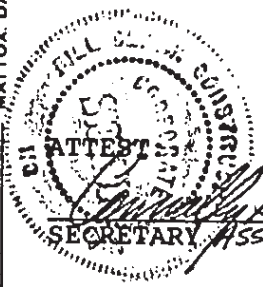
17. Bill Clark Construction Company, Inc. reserves the right to incorporate such part or all of the remainder of the property described in the Deed of record in Book 369 at page 439 of the Pitt County Registry into the "property" to be subjected to the terms of this instrument as if originally described herein by recording an instrument or instruments to that effect in the Pitt County Registry at any time before January 1, 2010.

In Testimony Whereof, Bill Clark Construction Co., Inc., a corporation, has caused this instrument to be executed in its corporate name by its (Vice) President, attested by its (Assistant) Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, this the day and year first above written.

BILL CLARK CONSTRUCTION CO., INC.

By [Signature] (SEAL)
(VICE) PRESIDENT

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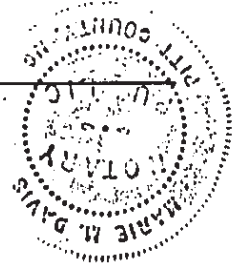


NORTH CAROLINA
PITT COUNTY

I, Marie M. Holder, a Notary Public in and for the aforesaid County and State, do hereby certify that Corral Brooks personally appeared before me this day and acknowledged that he is ^(S) Secretary of BILL CLARK CONSTRUCTION CO., INC., a North Carolina Corporation duly organized, chartered and licensed to do business in the State of North Carolina, and that by authority duly given by its Board of Directors, and as the act of the corporation, the foregoing instrument was signed in its corporate name by its President, sealed with its corporate seal, and attested by him self as Secretary (Assistant)

Witness my hand and notarial seal, this the 16 day of Mar, 1993.

Marie M. Holder
Notary Public



My Commission Expires:
7-7-97

NORTH CAROLINA: Pitt County
The foregoing certificate(s) of Marie M. Davis

Notary(ies) Public is (are) certified to be correct. Filed for registration at 3:32 o'clock PM this 16 day of March 19 93.

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

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