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File: Scott Browning

NORTH CAROLINA
PITT COUNTY

**DECLARATION OF CONVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WILLIAMSBROOK SUBDIVISION**

THIS DECLARATION, made and entered into on the date hereinafter set forth by
JESSE THOMAS WILLIAMS, JR., TERRI PEARSON WILLIAMS, ROLAND B.
WILLIAMS, JOANNE T. WILLIAMS, WILLIAMS & HILL BUILDERS, L.L.C.,
TROY G. HARDEE, JENNIFER P. HARDEE, AND MILDRED W. HARDEE herein
called "Owner",

WITNESSETH:

WHEREAS, JESSE THOMAS WILLIAMS, JR., TERRI PEARSON
WILLIAMS, ROLAND B. WILLIAMS, JOANNE T. WILLIAMS, WILLIAMS & HILL
BUILDERS, L.L.C., TROY G. HARDEE, JENNIFER P. HARDEE AND MILDRED
W. HARDEE ARE the owners of certain property in the City of Greenville, Greenville
Township, Pitt County, North Carolina, known as Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B,
5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B,
14A, 14B, 15A, 15B, 16A, 16B, 17A, and 17B of Williamsbrook Subdivision as recorded
in the Pitt County Registry in Map Book 55, Page 61.

NOW, THEREFORE, Owner hereby declares that all of the properties described
above 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 real property and be binding on all parties
having any right, title or interest in the described properties or any part thereof, their
heirs, successors and assigns, and shall insure to the benefit of each owner thereof, to-wit:

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1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2011 at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

2. No numbered lot shall be used except for residential purposes as described in this paragraph and in paragraph 6 of this declaration. Said lots may be used for either single family or multi-family dwellings. Said lots may also be used for such multi-family purposes as duplexes, apartments, condominiums, planned unit developments or such other multi-family purposes as are approved by Owner and are in compliance with the zoning and protective ordinances of the City of Greenville. The lots in this subdivision may be used in single lot units or multi-lot units at the discretion of the purchaser and upon approval of the Owner as hereinafter provided. When any multi-lot unit is formed for the purpose of constituting or containing a multi-family unit such as an apartment, condominium, planned unit development, duplex or other multi-family purpose, then said lots as combined shall be treated as one tract of land for the purpose of any setback requirements, sidelot requirements, square footage requirements or any other requirements as may be imposed by these Restrictive Covenants or the City of Greenville.

3. No building shall be located nearer to the front lot line than 25 feet. No minimum sidelot requirements shall apply except those requirements of the ordinances of the City of Greenville.

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

5. No trucks weighing over one ton, trailers, tents, shacks, garages, barns or other outbuildings shall be erected, parked or placed in the subdivision. No overnight parking of vehicles, trailers or trucks shall be allowed on Williamsbrook Lane. There shall be a centralized mailbox for all lots; therefore, no individual mailboxes shall be placed in the subdivision.

6. 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 any apartment project, duplex project, planned unit development or condominium or such other approved multi-family development such as washrooms, management offices, utility rooms, maintenance areas, swimming pool, snack areas, central meeting room areas and other such functions normally associated with apartments, duplexes, planned unit developments, condominiums and other approved multi-family residential purposes.

7. No lot or parcel of land in this subdivision may be used for any single or multi-family purpose such as duplexes, apartments, planned unit developments or condominiums without the prior approval of such use by JESSE THOMAS WILLIAMS, JR., TERRI PEARSON WILLIAMS, ROLAND B. WILLIAMS, JOANNE T. WILLIAMS, WILLIAMS & HILL BUILDERS, L.L.C., TROY G. HARDEE, JENNIFER P. HARDEE, AND MILDRED W. HARDEE or their heirs, assigns, successors or designees. Nor shall any structure of any type be started on any of the

above-described lots until the plans of such structure and the plot plan showing the location of such structure has been approved by JESSE THOMAS WILLIAMS, JR., TERRI PEARSON WILLIAMS, ROLAND B. WILLIAMS, JOANNE T. WILLIAMS, WILLIAMS & HILL BUILDERS, LL.C., TROY G. HARDEE, JENNIFER P. HARDEE, AND MILDRED W. HARDEE their heirs, assigns, successors or designees.

Such approval in both events must be in writing. If no approval or rejection has been given for such planned use or for such plans which have been deposited or delivered to JESSE THOMAS WILLIAMS, JR., TERRI PEARSON WILLIAMS, ROLAND B. WILLIAMS, JOANNE T. WILLIAMS, WILLIAMS & HILL BUILDERS, L.L.C., TROY G. HARDEE, JENNIFER P. HARDEE, AND MILDRED W. HARDEE their heirs, assigns, successors or designees within sixty (60) days, the plan shall be deemed to have been approved.

8. If the parties claiming hereunder or any of their heirs, successors or assign 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 or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation except the Owner is specifically excluded from any liability for damages, provided however, Owner does hereby reserve to himself, his heirs, assigns or designees the right to waive violations of minimum building lines which violations exceed said minimum building lines by no more than five (5%) percent.

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9. The invalidity of any of the covenants contained herein by any judgment of court or otherwise shall in no way effect an other provisions, which provisions shall remain in full force and effect.


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

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

12. All individual purchasers from and after this date shall be required to keep their respective lots free and clear of overgrown grass, weeds, rubbish, trash, debris and other matter.

13. If any building is destroyed or damaged the repairs must begin within 90 days and must comply with the original plans.

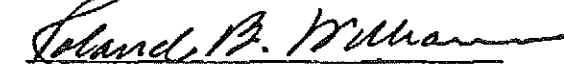
IN WITNESS WHEREOF, Owner has hereunto set his hand and seal this 10th day of May, 2001.



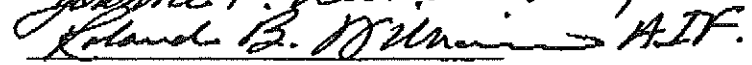
JESSE THOMAS WILLIAMS, JR.



TERRI PEARSON WILLIAMS



ROLAND B. WILLIAMS



JOANNE T. WILLIAMS

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[Signature]
WILLIAMS & HILL BUILDERS, L.L.C. *manager*

[Signature]
TROY G. HARDEE

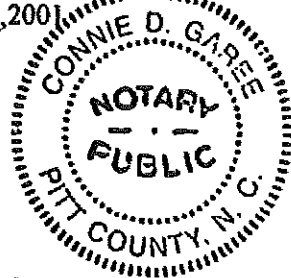
[Signature]
JENNIFER P. HARDEE

[Signature]
MILDRED W. HARDEE

NORTH CAROLINA
PITT COUNTY

I, Connie D. Garee a Notary Public of the County and State aforesaid, certify that Jesse Thomas Williams Jr., personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 9th day of May, 2001.



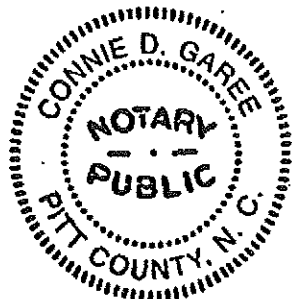
[Signature]
Notary Public

My Commission Expires: 7/22/2003

NORTH CAROLINA
PITT COUNTY

I, Connie D. Garee a Notary Public of the County and State aforesaid, certify that Terri Pearson Williams., personally appeared before me this day and acknowledged the execution of the foregoing instrument

Witness my hand and official stamp or seal, this 9th day of May, 2001.



[Signature]
Notary Public

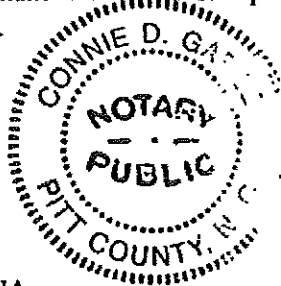
My Commission Expires: 7/22/2003

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NORTH CAROLINA
PITT COUNTY

I, Connie D. Garee a Notary Public of the County and State aforesaid, certify that Roland B. Williams., personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 9th day of May, 2001.



Connie D. Garee
Notary Public

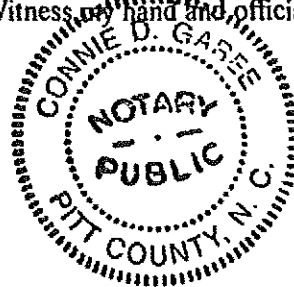
My Commission Expires: 7/22/2003

NORTH CAROLINA
PITT COUNTY

I, Connie D. Garee a Notary Public for said County and State, do hereby certify that Roland B. Williams, attorney in fact for Joanne T. Williams, personally appeared before this day, and being by me duly sworn, says that he executed the foregoing instrument for and in behalf of the said Joanne T. Williams and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds in the County of Pitt, State of North Carolina, and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney.

I do further certify that the said Roland B. Williams acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said Joanne T. Williams.

Witness my hand and official seal, this the 9th day of May, 2001.



Connie D. Garee
Notary Public

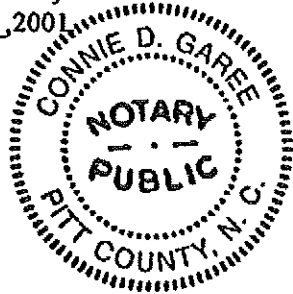
My Commission Expires: 7/22/2003

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NORTH CAROLINA
PITT COUNTY

I, Connie D. Garee a Notary Public of the County and State aforesaid, certify that Troy G. Hardee., personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 9th day of May, 2001.



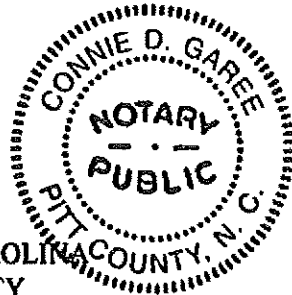
Connie D. Garee
Notary Public

My Commission Expires: 7/22/2003

NORTH CAROLINA
PITT COUNTY

I, Connie D. Garee a Notary Public of the County and State aforesaid, certify that Jennifer P. Hardee., personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 10th day of May, 2001.



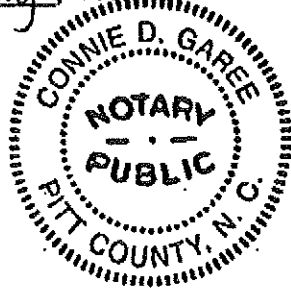
Connie D. Garee
Notary Public

My Commission Expires: 7/22/2003

NORTH CAROLINA
PITT COUNTY

I, Connie D. Garee a Notary Public of the County and State aforesaid, certify that Mildred W. Hardee., personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 9th day of May, 2001.



Connie D. Garee
Notary Public

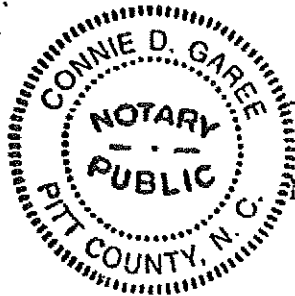
My Commission Expires: 7/22/2003

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NORTH CAROLINA
PITT COUNTY

I, Connie D. Garee a Notary Public of the County and State aforesaid, certify that Jonathan B. Williams Manager of Williams & Hill Builders, LLC., personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 9th day of May, 2001.



Connie D. Garee
Notary Public

My Commission Expires: 7/22/2003

NORTH CAROLINA: Pitt County
The foregoing certificate(s) of

Connie D. Garee

Notary(ies) Public is (are) certified to be correct. Filed for registration at 1:39 o'clock P M. this 10 day of May 2001.

JUDY J. TART, Register of Deeds
By Deborah Yauington
Assistant/Deputy Register of Deeds