

**NORTH CAROLINA
COUNTY OF PITT**

**Brook Valley Realty Company, Inc.
Protective and Restrictive Covenants**

Brook Valley Realty Company, Inc. developed this subdivision with the view of furnishing to the lot owners a land development that insures the best use of the land to enhance its natural and scenic beauty and to develop a harmonious community of people who respect the privacy and rights of others who build in Brook Valley.

Brook Valley Realty Company, Inc. adopted these Protective and Restrictive Covenants in order to 1) protect the owners of the building sites against improper use of surrounding building sites, 2) preserve the natural and scenic beauty of their property by providing building sites with underground telephone lines and other features designed to preserve the rustic beauty and natural attractiveness of the wooded area, 3) encourage the erection of attractive homes with appropriate locations on building sites, 4) insure that the future owners of building sites and homes will respect and protect the rights of all other lot owners and 5) provide in general a high quality community through continued improvements for Brook Valley.

The Brook Valley Realty Company, Inc., covenants and agrees with all other persons, firms or corporations now owning or hereafter acquiring as owners any lot or parcel of land in the area of the City of Greenville, North Carolina, known as Brook Valley. The lots burdened and recorded by Rivers and Associates, Inc. in October, 1965, and subsequently in the office of the Register of Deeds of Pitt County are enumerated in Article XV.

All of the numbered lots recorded in the Register of Deeds are to be residential lots and are subject to the following covenants and restrictions:

I

These covenants are to run with the land and are binding on all parties and all parties claiming under them until January 1, 1986, at which time said covenants shall be automatically extended for successive periods of ten years, unless the majority of the then owners of the lots vote to change said covenants in whole or in part.

These covenants may be modified by the legislation adopted by the City of Greenville whose ordinances and policies supersede these covenants.

II

The successor of the Brook Valley Realty Company, Inc. is the Brook Valley Homeowners Association (BVHA). All owners of a lot or lots within Brook Valley shall be members of the BVHA. The BVHA shall meet annually to elect members to the Board of Directors, set dues, and attend to what other business that may be brought before it.

The BVHA shall elect officers, create an architectural committee and other committees it deems necessary for its work, according to its bylaws. All officers and members must be owners of property within Brook Valley.

Any residence, building, structure, fence or retaining wall erected in Brook Valley, whether it is permanent or temporary, or any alterations to existing residences or structures in Brook Valley must have the prior approval of the BVHA. The Architectural Committee will recommend that the BVHA Board approve or disapprove of the plans. The Board may accept or reject the recommendation.

If the BVHA fails to approve or disapprove such design or location within thirty days after both plans and specifications have been submitted to it, the request will be considered approved, unless a suit is commenced to enjoin the erection of such building(s), structure(s), fence(s) or alterations prior to its/their completion.

III

It is lawful for any person(s) owning real property situated in the Brook Valley Subdivision to bring charges at law or in equity against the person(s) violating or attempting to violate any covenant(s), either to prevent the violation of the covenant(s) or to recover damages or to require that the action constituting the violation be undone.

IV

If any of these Restrictive and Protective covenants are declared invalid by any court of competent jurisdiction, its invalidation will not affect any of the other provisions of these Covenants, which will remain in full force and effect.

V

All of the numbered lots identified in Sections XIV & XV shall be known and described as residential building sites. Only a residential structure may be constructed, altered, placed or permitted to remain on any of these numbered lots.

No lot or group of lots may be subdivided so as to provide a greater number of smaller lots except with the approval of BVHA Board of Directors; however, more than one lot may be used for the erection or placement of a residential structure provided the location of the structure and its external designs and external materials are approved in writing by the BVHA Architectural Committee referred to in Article I, its agents, successors or assigns.

No additional streets, roadways or driveways, either public or private, shall be opened from or through any lot to serve adjoining property, unless the majority of the members signify approval by any method determined appropriate by the BVHA .

No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling not to exceed two and one-half stories in height, exclusive of basements, and one detached structure not exceeding two stories in height, to be used as a private garage for not more than three (3) cars. The garage may also contain separate quarters for family member(s) or employee(s).

No residential structure may be constructed in Brook Valley for less than twenty thousand dollars (\$20,000.00). The figure of \$20,000.00 was established with reference to the United States Department of Labor Consumer Price Index for July 1, 1955. Should the Consumer Price Index increase or decrease at the time of construction of any residence, the figure of \$20,000.00 shall be increased or decreased by the same percentage as the Consumer Price Index. In January 2006, the inflation adjusted figure was approximately \$138,000.

Swimming pools, cabanas, sheds, garden or summer houses, as well as temporary structures or other structural changes to a property will be permitted subject to the recommendation of the BVHA Architectural Committee and subsequent approval of the BVHA Board of Directors.

No tent, shack, barn or other outbuilding, trailer, house trailer, or mobile home shall be erected, placed, or allowed to remain on any building plot in Brook Valley.

VI

No building, fence or retaining wall or other similar structures shall be erected, placed or altered on any premises in Brook Valley until the building plans, specifications and plot plans showing the location and square footage of such building or the design or location of any fence have been approved in writing by the BVHA as to conformity and harmony of external design and external materials with existing structures in the area and as to location with respect to topography, the lay of the lot and finished ground elevation . No concrete blocks, either in buildings or walls shall be used above finished ground elevations unless said blocks are covered with brick veneer or stone or are considered garden blocks. No asbestos shingles or asbestos siding or any type of asphaltic covering shall be used on exterior walls.

VII

No building shall be located on any building site nearer to the lot lines than the set-back lines as shown on the maps of Brook Valley Subdivision recorded in the office of the Register of Deeds of Pitt County. Specifically, no building shall be located less than ten feet from any side lot line. The location of any building on a corner lot in this subdivision shall be fixed by the BVHA Architectural Committee and Board of Directors.

VIII

Lots bordering the golf course have additional restrictions that run with the land. These restrictions are as follows:

The BVHA shall approve the location of buildings, including the location of garages, on lots bordering on the golf course. Please see XV for lot numbers.

No clotheslines shall be placed or used on lots bordering on the golf course except with the approval of the BVHA Architectural Committee.

The owners of lots bordering the golf course shall extend to golfers the courtesy of allowing them to retrieve any and all errant golf balls which take refuge on any of these lots, provided such golf balls may be located within reasonable time and without damage to any flowers, shrubbery, or property of the owner. On a property with fences, gated access to the golf course shall be provided.

IX

No harmful or offensive trade or activity shall be carried on upon any building site. No signs or billboards shall be erected or maintained on the premises except 1) election signs, during the 30 days prior to an election, and 2) realty signs in the front yard of a house offered for sale. No trade materials or inventories may be stored upon the premises. No commercial vehicles, commercial trucks, tractors, or trailers may be stored or regularly parked on the premises. Storage pods may be stored on the property for no more than thirty calendar days without the permission of the BVHA Board. No basement, tent, garage, barn, trailer or temporary structure shall at any time be used as a residence, temporarily or otherwise.

X

The premises covered by this declaration shall not be leased or rented without the written consent of the Brook Valley Homeowners Association. If such consent or disapproval is not given within thirty (30) days after written request is made, the request shall be considered approved. Nothing contained in this paragraph shall be deemed to require the approval of BVHA to the mortgaging of any property within Brook Valley or the passage of title to any mortgage foreclosure.

XI

No garbage or recycling containers may be located in plain view on any lot in Brook Valley. Homeowners will comply with the City of Greenville's garbage, recycling and bulky trash handling ordinances.

Homeowners shall keep garage doors closed whenever possible.

Lot owners shall be required to keep their respective lots free and clear of all weeds, rubbish, debris and other matter.

No animals or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

XII

Adequate off-street parking shall be provided by the owners of each residence. The owners agree not to routinely park their automobiles on their lawns, on other unpaved surfaces, or on the streets in the development.

XIII

The necessary easements and rights-of-way on lot lines for drainage, utilities, telephone, sewerage, and water, and for service and ingress and egress thereto are hereby reserved.

XIV

Lots Nos. 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 71, 72, 73, 74, 75, 76, 77, 78, 105, and 106, as shown on Map of Brook Valley Subdivision, Section IV, recorded in Map Book 14, at page 67 and 67A.

Lots Nos. 33, 34, 35, 36, 37, 39-8, 41-0, 42, 43, 44, 46-5, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 5-9, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 79, 80, 81, 82, 84-3, 85, 86, 87, 88, 89, 90, 91, 92, 94-3, 95, 96, 97, 98, 99, 100, 101, 102, 103, and 104, as shown on Map of Brook Valley Subdivision, Section III, recorded in Map Book 14, at page 66 and 66A.

Lots Nos. 107-8, 109, 110, 111, 112, 113, 114, 126, 127, 128, 129, 130, 131, 131A, 132, 132A, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, and 142A, as shown on Map of Brook Valley Subdivision, Section V, recorded in Map Book 14, at page 68 and 68A.

Lots Nos. 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 248A, 249, 250, 251, and 252, as shown on Map of Brook Valley Subdivision, Section II, recorded in Book 14, at page 65 and 65A.

Lots Nos. 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 317A, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, and 328A, as shown on Map of Brook Valley Subdivision, Section VII, recorded in Book 14, at page 69 and 69A.

XV

Golf course lots restricted herein in the Brook Valley Subdivision. On the following numbered lots, shown on Maps prepared by Rivers and Associates, Inc. in October, 1965, and recorded in the office of the Register of Deeds of Pitt County:

Lots Nos. 221, 222, 224, 225, 226, 227, 228, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 248A, 249, 251, 252, as shown on Map of Brook Valley Subdivision, Section II, recorded in Map Book 14, at page 65 and 65A.

Lots Nos. 94-3, 79, 80, 81, 82, 84-3, 85, 86, 87, 88, 89, 90, 91, 92, 37, 39-8, 41-0, 42, 43, 44, 46-5, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58-91 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, and 70, as shown on Map of Brook Valley Subdivision, Section III, recorded in Book of Maps 14, at page 66 and 66A.

Lots Nos. 17, 18, 19, 20, 21, 22, 23, 26, 27, 105, 106, 78, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 16, as shown on Map of Brook Valley Subdivision, Section IV, recorded in Map Book 14, at page 67 and 67A.

Lots Nos. 107-8, 110, 111, 112, and 113, as shown on Map of Brook Valley Subdivision, Section V, recorded in Book 14, at page 68 and 68A.

XVI

IN TESTIMONY WHEREOF Brook Valley Realty Company, Inc. has caused this instrument to be executed in its corporate name, by its President, duly attested by its Secretary under its corporate seal, all by authority of its Board of Directors duly given, and Mrs. Verona Sheppard McLawhorn.