

NORTH CAROLINA  
PASQUOTANK COUNTY

RECORDS  
COMMITTEE

STATE OF  
NORTH  
CAROLINA  
JUN 20 '68



Real Estate  
Excise Tax

02.00

THIS DEED, made and entered into this 20th day of February, 1968, by and between BROOKFIELD ASSOCIATES, INC., a North Carolina Corporation, party of the first part, and RICHARD L. BARNES, JR., party of the second part:

W H E R E A S

That the said party of the first part for and in consideration of the sum of ten Dollars (\$10.00) and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, has granted and sold and by this instrument does bargain, sell and convey unto the said party of the second part, his heirs and assigns, a certain lot of land, to-wit: land situated in Block 10, Pasquotank County, North Carolina, bounded and described as follows:

Being known and described as Parcel 10, that was a part of a parcel, "Kevin" a portion of "Dress" Terrace, to-wit: a lot in Block 10, North Carolina, said lot is 20 feet, front, 20 feet, side, 20 feet, rear, and 20 feet, side, which is recorded in the Public Records of Pasquotank County in Deed Book 294, page 21, which further reference is hereby made, to a plat lying between Lots 9, 10 and 11, said map, to-wit: a plat of a portion of "Camellia Drive" 20 feet, wide, on the back of said lot of 20 feet, and a northerly line of said lot being 24.00 feet and a westerly line of said lot having a width of 211.00 feet.

Said lot is bounded on the North by Lot 9, on said plat, and on the East by Lot 11, to-wit: "Camellia Drive" on the South by Lot 11, said map; and on the West by "Camellia Drive".

Together with this conveyance are annexed with this conveyance and binding on the purchasers, their heirs and assigns, are the following restrictions and covenants, which restrictions, covenants, conditions, and easements are recorded in the same Public Registry in Deed Book 294, page 20, and are as follows:

1. No lots shall be used except for residential purposes. No dwelling costing less than \$10,000 based on the cost values prevailing on the date these covenants are recorded shall be built upon any lot nor shall any house be built on any lot with a living area of less than nine hundred and sixty (900) square feet of living area exclusive of garages, carports, porches or stoops.

2. No dwelling shall be located on any lot nearer than 20 feet to the front line or nearer than 10 feet to any interior line. A dwelling may be erected on any corner lot in such a

WILLIAM V. BUNSTAN  
ATTORNEY AND  
COUNSEL AT LAW  
100 S. W. 10th St.  
MILWAUKEE, WIS.  
43221

manner as to face either of the streets on which a corner lot abuts or the intersection of said streets, in which latter event no portion of the building shall be erected on any corner lot nearer than 15 feet to either street line. For purpose of this covenant, eaves, steps, and open porches, attached storages, carports and garages shall not be considered as a part of the building provided that this shall not be construed to permit any portion of a dwelling on one lot to encroach upon another lot.

3. No lot in this development shall be subdivided so as to make more than one building lot out of the same, but portions of a lot may be sold to the owner of an adjoining lot, so long as such sale will not result in violation of No. 2.

4. No house shall be covered with asbestos siding.

5. No fences shall be allowed in front of the rear line of any house and those fences allowed shall be no more than five feet in height. No outside stairway will be permitted to the second floor.

6. Easements are reserved for drainage and utilities as shown or will be shown on said recorded plat of Brookside Terrace.

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

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. No signs of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, or sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the project during the construction and sales period.

10. No animals, livestock, or poultry of any kind shall be raised, bred, or maintained for any commercial purpose.

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

12. No sewage emanating from any residence shall be disposed of by some means conforming to the state Board's health requirements.

13. Before construction of any dwelling be commenced, the plans therefor must be approved in writing by the undersigned developer or their agent designated by them in writing and no changes may be made in the approved plans without written consent of the developer or their agent.

14. 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 these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded directing to change said covenants in whole or in part.

15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

ROBERT V. GUNSTAN  
ATTORNEY AND  
COUNSELLOR AT LAW  
WILKINSON CITY, N. C.  
—  
CAROLINA BUILDING



common seal was affixed, all by order of the board of directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and notarial seal this 11th day of February, 1968.

[Signature]  
Notary Public  
NORTH CAROLINA

PASQUET (or approved)  
The foregoing certificate of Dana W. Saper, a Notary Public of Pasquotank County, North Carolina, is certified to be correct.  
this 11th day of June, 1968.

[Signature]  
Register of Deeds  
COUNTY OF PASQUOTANK

Filed for registration on the 20th day of June, 1968 at 4:15 P. M. and registered on the 21st day of June, 1968  
[Signature]  
Deputy Register of Deeds.

FORREST V. DUNSTAN  
ATTORNEY AND  
COUNSELLOR AT LAW  
CLYDE IN CITY, N. C.  
27808  
CAROLINA BUILDING

This was drawn by Arthur W. Bagley

**KNOW ALL MEN BY THESE PRESENTS:** That Brookridge Associates, Inc., an existing North Carolina corporation and owners of Brookridge Terrace, does hereby impose and establish the restrictive covenants conditions and easements hereinafter set forth upon the following lots lying and being in Pasquotank County, North Carolina:

Lots 1 through 67 as per plot plan of Brookridge Terrace Subdivision, Elizabeth City, Pasquotank County, North Carolina, dated February 25, 1963. Recorded on Page 140 in Map Book 72, in the Office of the Register of Deeds of said County.

1. No lots shall be used except for residential purposes.

No dwelling costing less than \$10,000 based on the cost levels prevailing on the date these covenants are recorded shall be built upon any lot, nor shall any house be built on any lot with a living area of less than nine hundred and sixty (960) square feet of living area exclusive of garages, carports, porches, or stoops.

2. No dwelling shall be located on any lot nearer than 20 feet to the front line; or nearer than 15 feet to any interior line. A dwelling may be erected on any corner lot in such a manner as to face either of the streets, on which a corner lot abuts, or the intersection of said streets, in which latter event no portion of the building shall be erected on any corner lot nearer than 15 feet to either street line. For purpose of this covenant, eaves, steps, and open porches, attached storages, carports, and garages shall not be considered as a part of the building, provided that this shall not be construed to permit any portion of a dwelling on one lot to encroach upon another lot.
3. No lot in this development shall be subdivided so as to make more than one building lot out of the same, but portions of a lot may be sold to the owner of an adjoining lot, so long as such sale will not result in violation of No.2.
4. No house shall be covered with asbestos siding.

5. No fences shall be allowed in front of the rear line of any house and those fences allowed shall be no more than five feet in height. No outside stairway will be permitted to the second floor.
6. Easements are reserved for drainage and utilities, as shown or will be shown on said recorded plan of Brookridge Terrace.
7. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.
11. 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 material shall be kept clean and sanitary.
12. All sewage emanating from any residence shall be disposed of by some system conforming to the State Health Department requirements.

13. Before construction of any dwelling be commenced, the plans therefor must be approved in writing by the undersigned developers or their agent designated by them in writing and no changes may be made in the approved plans without written consent of the developers or their agent.
14. 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 these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
16. 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.

IN WITNESS WHEREOF, each individual has hereunto affixed his signature and seal, and Brookridge Associates, Inc., a North Carolina corporation, has caused its name to be hereunto duly affixed and attested by K. R. Jeffries, its Secretary-Treasurer this

2nd day of August, 1963.

BROOKRIDGE ASSOCIATES, INC.

Thomas J. ... (SEAL)  
President

...  
Vice-President

(Corporate Seal)

ATTEST:

K. R. Jeffries  
Secretary-Treasurer

STATE OF NORTH CAROLINA  
PASQUOTANK COUNTY

This is to certify that on the 2nd day of August, 1963, before me Faye Brickhouse, Notary Public, personally came Thomas L. Caldwell, with whom I am personally acquainted, who, being by me duly sworn, says that he is the President and that K. R. Jeffries is the Secretary-Treasurer of Brookridge Associates, Inc., the Corporation described in which executed the foregoing instrument; that he knows the corporate seal of said Corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the corporation was subscribed thereto by himself as President, and that the said President and Secretary-Treasurer subscribed their names thereto and said corporate seal was affixed, all by order of the Board of Directors of said Corporation, and that the said instrument is the act and Deed of said corporation.



In Witness my hand and Notarial seal, this the 2nd day of August, 1963.

*Faye Brickhouse*  
Notary Public

My comm. expires: Jan. 10, 1965.

NORTH CAROLINA  
PASQUOTANK COUNTY

The foregoing certificate of Faye Brickhouse, Notary Public of Pasquotank County, attested by her notarial seal, is adjudged to be correct.

Let the instrument with the certificate be registered.

This the 6th day of August, 1963.

*James W. Garrison*  
Clerk Superior Court

Filed for registration on the 16th day of August, 1963 at  
[Redacted] M, and registered on the 17th day of August, 1963

[Redacted]  
Deputy Register of Deeds.